

ATC-R01

**Tender Reference Number:** GEM/2026/B/7188497

**Tender Name:** supply of Solar Photovoltaic Modules / Panels to GSECL 100MW Raghameshda-II, District - Tharad, Gujarat

**Addendum:** 01

Document	Clause No	Existing clause	To be read as
PURCHASE SPECIFICATION PS-439-421 REV 08	2.2. TECHNICAL REQUIREMENTS: POWER OUTPUT	575 Watts, in 5-Watt band only. No negative tolerance accepted. Single glass laminated type with 144 Half cut cells of N TOPCon mono crystalline Bifacial solar cells (12*6*2) in series configuration/ parallel connection.	575 Watts, in <b>25</b> -Watt band only. No negative tolerance accepted. Single glass laminated type with 144 Half cut cells of N TOPCon mono crystalline Bifacial solar cells (12*6*2) in series configuration/ parallel connection.
PURCHASE SPECIFICATION PS-439-421 REV 08	10. Confirmation by the bidder: Point no .2	Mono Crystalline PV Modules with power output >= 575 Wp in 5watts bands.	Mono Crystalline PV Modules with power output >= 575 Wp in <b>25</b> watts bands.
PURCHASE SPECIFICATION PS-439-421 REV 08	8. MODULE RATINGS OFFERED	Quantity: 579.6 KWp (min 1008 no.s of PV Modules to be supplied)	Quantity: 579.6 KWp Minimum.

Except above mentioned three points in the table, remaining Terms & Conditions of ATC including purchase specification remain as it is.



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These Conditions shall be read in conjunction with GeM terms & conditions. In case of any conflict or inconsistency, the requirement of this ATC shall prevail over the GeM terms & conditions.

Tender documents shall be downloaded from the website <https://gem.gov.in>

All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://gem.gov.in> only. Bidders should regularly visit this website to keep themselves updated.

1.	Type of Contract	Supply of Solar Photovoltaic (PV) Modules to following site: GSECL 100MW Raghanshda-II, Raghansda Solar Park, Near Kundaliya Village, Taluk Vav, District – Tharad, Gujarat -385575				
2.	Item Details	Solar Photovoltaic Modules as per following documents as per Technical specification				
		<b>Sl. no.</b>	<b>ITEM DESCRIPTION</b>	<b>Quantity</b>	<b>UOM</b>	<b>Equivalent Number of Modules</b>
		1	575 Watts, in 5-Watt band only. No negative tolerance accepted. Single glass laminated type with 144 Half cut cells of N TOPCon mono crystalline Bifacial solar cells (12*6*2) as per specification PS-439-421 Rev 08	579.6	kWp	1008
3.	Consignee address	C/o: Stores in Charge, GSECL 100MW Raghanshda-II, Raghansda Solar Park, Near Kundaliya Village, Taluk Vav, District – Tharad, Gujarat -385575 Consignee address in LR should be strictly as per above or as mentioned in contract.				
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED - SOLAR BUSINESS DIVISION (SBD), (Formerly known as ELECTRIC & PHOTOVOLTAIC DIVISION) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012.				
5.	Buyer IEC CODE/GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB				
6.	Pre-Qualification Requirement (PQR)	Technical PQR: Applicable (refer technical specification) Financial PQR: Not applicable				
7.	Evaluation of Offer	Overall evaluation. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 basis. Evaluation shall be carried out on Total package and Wp basis and the Number of modules shall be determined by the Wp offered by the Bidders. Bidder's may quote accordingly and specify the quantity of Modules against each Module Wattage band. Number of modules shall be rounded to next whole number in each wattage band. The quantity (nos) and billing is limited to 579.6kWp Bidders shall submit Price break-up in kWp for the same.				



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8.	Change of Scope	<p>In case of changes in scope of the tender and/ or technical specification and commercial terms &amp; conditions by BHEL during techno commercial evaluation and before Price bid Opening, the same will be communicated only to the bidders who have participated in the tender.</p> <p>The techno-commercially qualified bidders shall be asked to submit Impact Price bid, as applicable. The modalities for submission shall be as decided by BHEL during evaluation of offers.</p>
9.	Mode of Dispatch	<p>By Road / Rail.</p> <p>Note: It is Vendor's responsibility to ensure availability of Trucks/Train schedule etc. well in advance for dispatch of material to meet contractual delivery requirement.</p> <ul style="list-style-type: none"><li>• Part shipment is allowed.</li><li>• Transshipment is not allowed.</li></ul> <p>It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.</p>
9.	Quantity Splitting	Not Applicable
10.	Reverse Auction	Applicable. The offer from the bidders shall be considered to be in compliance to RA as per GeM guidelines
11.	Delivery Period	Delivery of all the items shall be Within 8 weeks from the date of Manufacturing Clearance (MC) from BHEL
12.	Transit Insurance	In Vendor's Scope.
13.	Unloading at project site	In the scope of BHEL
14	Payment terms	<p>1) 90% of basic price of material supplied as per PO along with 100% of taxes, duties as applicable and freight charges shall be paid within 90 days (45 days for Micro and Small Enterprise (MSE) Vendors, 60 days for Medium enterprise vendors) from the receipt of the lot and receipt of complete set of documents as per PO/ contract subject to the acceptance of the Lot. Statutory deductions will be made from payment Certificate if any shall be issued by BHEL.</p> <p>2) Balance 10% (retention money) against submission of PBG/Insurance valid for warranty period + 3 months Claim Period within 45 days from the date of receipt of complete documents along-with Supplementary invoice.</p> <p>All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables &amp; paid to Government by BHEL.</p>
15	Documents to be Submitted by Seller / Contractor for Claiming Payment	<p>For Sl. No 1 of Cl.14</p> <ul style="list-style-type: none"><li>• GST compliant Invoice (Original for Buyer + 2 Copies).</li><li>• Copy of receipted LR / RR or Material receipt Certificate (MRC) issued by BHEL in Original/Digitally signed copy</li><li>• Packing List - Shall Be in Line with PO Material Code and Clearly Showing Number of Packages, Gross Weight and Net Weight-(Original+2 Copies).</li><li>• E waybill</li><li>• Copy of Manufacturing clearance issued by BHEL</li><li>• Material Dispatch Clearance Certificate (MDCC) issued by BHEL.</li></ul>



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		<ul style="list-style-type: none"><li>• Warranty Certificate. For Sl. No 2 of Cl.14</li><li>• Supplementary Invoice (Original + 2 Copies).</li><li>• Power Warranty Insurance/Performance Bank guarantee (in original) to cover PV module power output warranty valid for warranty period + 3months Claim Period from BHEL Consortium Bank. Please refer Technical specification for details.</li></ul> <p>The requirement of any more documents, if needed for release of seller / contractor's payment shall be informed later to the successful Bidder at the time of placement of PO / LOI.</p>
16	Guarantee/Warrantee period	As per technical specification.
17	Submission of Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as Performance Security (PS)	<p>Applicable</p> <p>PERFORMANCE SECURITY (PS) shall be submitted by the bidder for an amount equivalent to 5% of the contract value including Taxes &amp; Duties on FOR Destination price. Performance security shall be valid for Product Warranty period i.e. 10 years from the date of Supply.</p> <p>Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security shall be submitted by the successful bidder after the award of contract.</p> <p>Modes of deposit: Performance security may be furnished in the following forms:</p> <ul style="list-style-type: none"><li>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.</li><li>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</li><li>(iii) 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).</li><li>(iv) 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).</li><li>(v) Insurance Surety Bond.</li></ul> <p>(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)</p> <p>Performance security is to be submitted within 14 days from the date of Letter of Intent (LOI)/ Purchase Order (PO) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations</p> <p>Forfeiture of Performance Security:</p>



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		<p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p> <p>In case of delay in submission of Performance security, enhanced Performance security which would include interest (SBI MCLR rate+6%) for the delayed period, shall be submitted by the bidder. Further, Performance security is not submitted till such time the first bill becomes due, the amount of Performance security due shall be recovered as per terms defined in Tender/contract, from the bills along with due interest</p>
18	Submission of BID SECURITY/ Earnest Money Deposit (EMO)	Not Applicable for Manufacturer or authorised agents.
19	Progress Review	<p>The vendor shall continuously monitor the progress of all activities specified in the contract and shall submit a detailed progress report periodically to the BHEL on a weekly basis. If the progress of an activity is delayed relative to the dates planned, the progress report shall explain this and state the corrective actions being taken to remedy the delay. In such case the vendor shall not get any extension of time or Additional cost reimbursement.</p> <p>Vendor shall, as and when required by BHEL, participate in the review meetings conducted by BHEL SBD (Bangalore), BHEL office (New Delhi) &amp; Site office</p>
21	Price basis	Ex-WORKS with Freight Paid Basis upto Site, inclusive of packing & forwarding, Freight charges, Transit Insurance. Material to be dispatched on freight pre-paid basis to the consignee address above as mentioned in the tender.
22	Clause related to MNRE Circulars	MNRE's Office Memorandum No. 283/59/2024-GRID SOLAR dated 09.12.2024 and its subsequent amendments. Bidders have to keep themselves updated about any changes as per Notifications time to time and submit their bids accordingly.
23	Quote with multiple options	Vendor's have to quote for modules only as per Technical specification
24	Conflict of Interest	<p>Bidders having a conflict of interest shall not be eligible to participate in the tender process.</p> <p>Treatment of cases regarding conflict of interest: 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:</p> <p>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;</p>



		<p>ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>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 manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p><b>In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</b></p>
25	Loading	Not applicable
26	Declaration by bidder regarding protection of commercial interests of BHEL	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
27	Breach of contract, Remedies and Termination	<p><b>29.1 BREACH OF CONTRACT:</b> The following shall amount to breach of contract:</p> <p>i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as</p>



		<p>extended from time to time.</p> <ul style="list-style-type: none"><li>ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</li><li>iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li><li>iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li><li>v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li><li>vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li><li>vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li><li>viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li><li>ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</li><li>x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</li></ul> <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b><u>REMEDIES IN CASE OF BREACH OF CONTRACT.</u></b></p> <ul style="list-style-type: none"><li>i. Wherein the period as stipulated in the notice issued under clause 29.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</li><li>ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on</li></ul>
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		<p>account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
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		<p><b>Note:</b></p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>
29	Price Variation Clause (PVC)	<p><b>Applicable</b></p> <p>Price Variation Clause will be applicable for the unit rate to take care of market trend in Solar Cell/wafer Price. The cell component in unit price in the P.O. will be varied as the variation in the average price of N Type Cell (W) - TOPCon Cell - 182-183.75mm / 25.3%+ (USD) as per <a href="https://www.infolink-group.com/spot-price/">https://www.infolink-group.com/spot-price/</a>, displayed under the heading "Solar PV Cell weekly Spot Price" and average price of N Type Wafer (pc) Mono N Type Wafer - 182-183.75mm / 130µm (USD) as per <a href="https://www.infolink-group.com/spot-price/">https://www.infolink-group.com/spot-price/</a>, displayed under the heading "Solar PV Cell weekly Spot Price" as per below Scenarios as applicable. The reference price will be average price of N Type Cell (W) -TOPCon Cell - 182-183.75mm / 25.3%+ (USD) as on BHEL NIT date. The variable part of module prices shall be allowed to vary (increase/ decrease) for each lot of supply, in the ratio of 1:1 for variations (increase/ decrease) in average price of of N Type Cell (W) -TOPCon Cell/wafer - 182-183.75mm / 25.3%+ (USD) prevailing 2 weeks prior to LR date. The variable part shall have an upper ceiling at 10% of the initial price.</p> <p>PVC formula</p> <p><b>Scenario-1- Module made by imported cells as per Approved BOM</b></p> <p>Price of Modules (Rs/Wp) = Cells Price (USD) (Variable) x Exchange Rate (as on 2 weeks prior to LR date) + Conversion Price (cells to modules) (Rs) (Fixed)</p> <p>Unit price (Price/ Wp) for each lot delivery in Rs/ Wp= <math>P_q \times (P_i / P_r) \times ER + P_c</math></p> <p><math>P_q</math> - Price / Wp for solar cell quoted by the bidder in price bid/ RA (USD/Wp)</p> <p><math>P_i</math> - Average price of N type Topcon cell (182mm) cell prevailing 2 weeks prior to LR date as per <a href="http://www.pvinsights.com">www.pvinsights.com</a> (USD/Wp)</p> <p><math>P_r</math> - Average price of N type Topcon cell (182mm) cell prevailing on BHEL NIT date as per <a href="http://www.pvinsights.com">www.pvinsights.com</a> (USD/Wp)</p>



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		<p>ER – SBI TT selling exchange rate prevailing 2 weeks prior to LR date</p> <p>Pc- Conversion cost quoted by the bidder in price bid/ RA. This component will be fixed till completion of the contract</p> <p><b>Scenario-2: Module made by domestic cells as per Approved BOM.</b></p> <p>In case the Cells are domestically manufactured, the PVC clause shall be modified as below:  Price of Modules (Rs/Wp) = Wafer Price (USD) (Variable) x Exchange Rate (as on 2 weeks prior to LR date) + Conversion Price (wafers to modules) (Rs) (Fixed)  Unit price (Price/ Wp) for each lot delivery in Rs/ Wp= Wq x (Wi / Wr) x ER + Pc  Wq - Price / Wp for solar wafer quoted by the bidder in price bid/ RA (USD/Wp)  Wi - Average price of Mono N Type Wafer - 182-183.75mm / 130µm (USD) prevailing 2 weeks prior to LR date as per <a href="http://www.pvinsights.com">www.pvinsights.com</a> (USD/Wp)  Wr - Average price of Mono N Type Wafer - 182-183.75mm / 130µm (USD) prevailing on BHEL NIT date as per <a href="https://www.infolink-group.com/spot-price/">https://www.infolink-group.com/spot-price/</a> (USD/Wp)  ER – SBI TT selling exchange rate prevailing 2 weeks prior to LR date</p> <p>Pc- Conversion cost quoted by the bidder in price bid/ RA. This component will be fixed till completion of the contract</p>
31	Delivery Failure and Termination/ Liquidated Damages	<p>Applicable</p> <p>Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p>NOTE:</p> <ol style="list-style-type: none"> <li>LR/RR date for indigenous supplies shall be treated as the date of delivery for levying LD.</li> <li>In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).</li> </ol> <p>If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value. (excluding taxes, duties and freight)</p>
32	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019 &amp; 04.06.2020 issued by Govt. of India (copy enclosed).  "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019 , 04.06.2020 , 16.09.2020 and</p>



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		<p>subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO 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."</p> <p>Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:</p> <p><a href="https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf">https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf</a> <a href="https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf">https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</a> <a href="https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf">https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</a> <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</a> <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020_20.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020_20.pdf</a></p> <p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-F(i) for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or Annexure-F(ii) for procurement value more than Rs. 10.00 Crore.</p>
33	Purchase from SEZ in India	Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.
34	Quality Plan (QP)	Vendor shall submit QP to BHEL for approval
35	Inspection Agency	As Applicable by BHEL/BHEL's Customer/BHEL Nominated Agency
36	New Clause- GST	<p>Vendor/Supplier will intimate &amp; upload the Tax invoice along with LR/RR (as applicable) on web portal &amp; intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in Tender document.</p> <p>All payments against Tax Invoice to vendors/contractors shall be released only after:</p> <p>Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</p> <p>The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1.</p> <p>Confirmation of payment of GST thereon by vendor on GSTN portal</p> <p>In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall</p>



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		<p>be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.</p> <p>GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.</p> <p>a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering ( limited to quoted FOR Site Price)</p> <p>b) The bidder should have been registered with the appropriate authority under relevant GST laws.</p> <p>c) The bidder to specify in their offer ( part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer</p> <p>d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax.</p> <p>In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</p> <p>Delivery Challans &amp; Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.</p> <ol style="list-style-type: none"><li>1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal.</li><li>2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied].</li><li>3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements.</li></ol> <p>In case vendor delays declaring such invoice in his return &amp; GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.</p>
37	RISK & COST CLAUSE	Not Applicable
38	Settlement of Disputes	Applicable as per Annexure-B.



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		The Signed & Stamped copy of the Annexure A & B to be attached along with the offer as a mark of acceptance.
39	e-Invoicing under GST	E-Invoicing under GST to be done in line with the latest guidelines of GOI. It is the responsibility of the bidders to keep updated themselves of the guidelines. In case the vendor delays or fails to provide all the documents as per the Purchase Order at the time of submitting Tax Invoice to BHEL, any subsequent financial loss to BHEL on account of vendor shall be to vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.
40	New Clause of ATC	Other clauses: <ol style="list-style-type: none"><li>1. Seller/Contractor will intimate &amp; upload the Tax invoice along with LR/RR (as applicable) on web portal &amp; intimate BHEL immediately on removal of goods from Seller/Contractor works. In case of Services, Seller/Contractor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in ATC.</li><li>2. All payments against Tax Invoice to the Seller/Contractor shall be released only after:<ol style="list-style-type: none"><li>a) Seller/Contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</li><li>b) The tax component charged by the Seller/Contractor in the invoice should be matched with the details uploaded by Seller/Contractor in GSTR-1.</li><li>c) Confirmation of payment of GST thereon by Seller/Contractor on GSTN portal</li></ol></li><li>3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the Seller/Contractor along with interest levied/leviable on BHEL.</li></ol> <p>Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the Seller/Contractor.</p>
41	Special Note	Vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL shall not be eligible for participation. Such offers will not be considered for evaluation and will be rejected. Bidders shall confirm acceptance of technical specification which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.
42	Tax Deducted at Source (TDS)	This has reference to the newly inserted Section 194Q under Income Tax Act 1961 (applicable w.e.f. 01.07.2021) for deduction of tax at source by a buyer of goods at the time of amount paid or credited for purchase of goods exceeding Rs. 50 lacs.  The gist of the provisions of Section 194Q are as follows: Tax is required to be deducted at source by a purchaser of goods whose turnover for previous FY has exceeded Rs. 10 Crs. The seller should be a



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		<p>resident of India. TDS @ 0.1% shall be applicable on the amount paid /credited in case purchases from a seller exceeds Rs. 50 Lacs during a financial year. In case PAN of seller is not available or seller is a Specified person (Non-filer), TDS shall be deducted @ 5%. This provision shall not be applicable where tax is deductible under any other provision of I.T Act, 1961. Also, in case a particular transaction qualifies for deduction of TDS u/s 194-Q and the purchaser has deducted the TDS then the same transaction shall not attract TCS u/s 206C(1H).</p> <p>W.e.f. 01.07.2021, as per the above-stated provisions of I. Tax Act, 1961, BHEL HAVING PAN : AAACB4146P IS LIABLE TO DEDUCT TAX AT SOURCE UNDER SECTION 194Q OF THE INCOME TAX ACT AND ACCORDINGLY TDS AT APPLICABLE RATE ON THE PRESCRIBED VALUE UNDER SECTION 194Q WOULD BE DEDUCTED UNDER TAN : BLRB04342C BEFORE MAKING PAYMENT FOR PURCHASE OF GOODS.</p> <p>Thus, all the BHEL Partners are requested not to levy TCS w.e.f. 01.07.2021</p>
43	Provisions Applicable for MSE (Micro and Small Enterprises) Vendors	<p><b>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</b></p> <p>Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSE vendors registered with Government Designated Authorities as per the Purchase &amp; Price Preference Policy of the Government subject to them becoming eligible otherwise.</p> <p>Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration.</p> <p>Vendors have to submit the UDYAM Registration Certificate with the tender documents in the Part-I Bid to avail the applicable benefits.</p> <p>If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.</p> <p>Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME).</p> <p><b>PURCHASE PREFERENCE FOR MSE VENDORS:</b></p> <p><b>(For Items which are divisible in nature)</b> MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided:</p> <ol style="list-style-type: none"><li>1. The MSE vendor matches the L1 price.</li><li>2. L1 price is from a non MSE vendor.</li></ol>



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		<p>3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).</p> <p>4. 3% of the 25% will be earmarked for women owned MSEs.</p> <p>5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) &amp; (2) are fulfilled.</p> <p>6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.</p> <p><b>(For Items which are not divisible in nature)</b> MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement against this tender provided:</p> <ol style="list-style-type: none"><li>1. The MSE vendor matches the L1 price.</li><li>2. L1 price is from a non MSE vendor.</li><li>3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).</li><li>4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases.</li></ol> <p><b>Documents to be submitted for claiming MSE status and intended benefits:</b> <b>Submission of updated Udyam Registration Certificate along-with Techno-commercial bid is required mandatorily.</b></p>
44	<p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017</p>	<ol style="list-style-type: none"><li>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</li><li>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</li><li>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:<ol style="list-style-type: none"><li>1. An entity Incorporated, established or registered in such a country; or</li><li>2. A subsidiary of an entity Incorporated, established or registered in such a country; or</li><li>3. An entity substantially controlled through entitles incorporated, established or registered in such a country; or</li><li>4. An entity whose beneficial owner is situated in such a country, or</li><li>5. An Indian (or other) agent of such an entity; or</li></ol></li></ol>



		<p>6. A natural person who is a citizen of such a country; or</p> <p>7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</p> <p>4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p>
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		<p>* The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.</p> <p>* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>)</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letterhead as per Annexure-D(i) or Annexure-D(ii) – as applicable.</p>
45	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	Not Applicable
46	Taxes and Duties	<p>CGST/SGST/UTGST/IGST</p> <p>The Seller/Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>It is the responsibility of the Seller/Contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Seller/Contractor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>The Purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB.</p> <p>The Seller/Contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/ATC.</p> <p>CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.</p> <p>All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. Antidumping duty, if any, shall be in the account of bidder and shall be included in their price. No separate payment shall be made by BHEL for the same.</p>
47	Quantity Variation	BHEL Reserves the right to plus or minus 25% within contract period. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.
48	Weightage of each items	Not applicable
49	Offer Validity	<p>i. In case of negotiation, validity of offer shall be 60 days from receipt of revised /negotiated final price or 90 days from Part-I opening, whichever is later.</p> <p>ii. Offers with shorter validity than above are liable to be rejected.</p>



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50	DOCUMENTS REQUIRED	1. Bidder to provide signed & Sealed GEM BID, BHEL Specification, Additional Terms and Conditions, PAN, GST number with their offer Vendor to submit original Bank Mandate (on BHEL format) and cancelled cheque along with the invoices for claiming payment.
51	Evaluation in case of more than one L-1 bidder	As per GeM Terms & Conditions
52	Note	1. In place of EPD, Bangalore, it may be read as SBD Bangalore. 2. Any vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected. 3. Bidders shall confirm acceptance of technical specification which is part of the tender document (If Applicable). Any deviation from technical specification can be rejected at BHEL's discretion. 2. Amendments/addendums/circulars/Revisions thereto if any from Government or Statutory bodies or agencies shall be applicable if not explicitly stated above from time to time. It is the responsibility of the bidders to keep updated themselves of the same. The bidders shall submit their offers in compliance.
53	Submission of Supplier registration Form	Not applicable
54	New Clauses of ATC	a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN; code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering ( limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. 4. In the event of any change in the status of Seller/Contractor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the Seller/Contractor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.
55	New Clauses of ATC	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. GST portion of invoice shall be released only upon Seller/Contractor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by Seller/Contractor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from Seller/Contractor which shall be valid at least one month after the confirmation of payment date



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		<p>by Seller/Contractor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied].</p> <p>3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from Seller/Contractor along with interest levied/BG of appropriate value may be obtained from Seller/Contractor alternatively payment covering GST portion including interest thereon shall be release to Seller/Contractor only upon completion of these requirements.</p> <p>In case Seller/Contractor delays declaring such invoice in his return &amp; GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from the Seller/Contractor along with interest levied/leviable to be obtained from Seller/Contractor alternatively payment covering GST portion including interest thereon shall be released to Seller/Contractor only upon completion of these requirements.</p>
56	Relaxation in Public Procurement Norms for Startups/MSE's	Not Applicable.
57	Dispatch Documents Required (to be furnished by Seller / contractor)	<p>A) The supplier shall provide the following documents, immediately after dispatch and 1 set through e-mail to the concerned purchase &amp; commercial executive of BHEL - SBD :</p> <ol style="list-style-type: none"><li>1) Copy of Seller / contractor Invoice.</li><li>2) Copy of Packing List indicating Quantity/ Gross weight, Net weight, HSN code and BHEL approved BBU item no. wherever applicable against each item dispatched.</li><li>3) RR/ LR</li><li>4) Inspection Certificate</li><li>5) Other docs as per contract</li></ol> <p>B) Further the documents as per Cl. No. 15 (payment terms) of ATC are to be submitted along with seller / contractor bills for claiming payment from purchaser.</p> <p>In addition to the above, seller / contractor may furnish manufacturing clearance/ drawing/documents approval date for the purpose of determining contractual delivery for expeditious processing of invoices.</p>
58	ORDER OF PRECEDENCE:	<p>The Purchase Order along with its Annexures the tender document (NIT), its amendments /corrigendum's shall all together constitute the entire contract between the Parties and shall be complementary to one another. In case of any contradiction, the order of precedence shall be as below:</p> <ol style="list-style-type: none"><li>a. Purchase Order along with its Annexures and its Amendments</li><li>b. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li><li>c. NIT/GeM Bid</li></ol>
59	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



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		<p>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.</p> <p>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&amp;P etc. due from the contractor.”</p>
60	Jurisdiction	Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract
61	Governing Laws	The contract shall be governed by the Law for the time being in force in the Republic of India
62	No Interest Payable to Contractor	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, Performance Security, EMD, Retention Money or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
63	FORCE MAJEURE	<p>65.1 Force Majeure shall mean circumstance which is:</p> <ul style="list-style-type: none"><li>a) beyond control of either of the parties to contract,</li><li>b) either of the parties could not reasonably have provided against the event before entering into the contract,</li><li>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</li><li>d) is not substantially attributable to either of the parties And</li></ul> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"><li>i) War, hostilities, invasion, act of foreign enemies.</li><li>ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li><li>iii) Riot, commotion or disorder by persons other than the contractor’s personnel and other employees of the contractor and sub-contractors.</li><li>iv) Strike or lockout not solely involving the contractor’s personnel and other employees of the contractor and sub-contractors.</li><li>v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor’s use of such munitions, explosives, radiation or radio-activity.</li><li>vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li></ul>



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		<p>vii) Epidemic, pandemic etc.</p> <p>65.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go- slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>65.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>65.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>65.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"><li>i) Constitute a default or breach of the Contract.</li><li>ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li></ul> <p>65.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>
64	Fraud Prevention Policy	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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
65	Cartel Formation	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
66	OTHERS	1. Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.



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		<p>2. In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.</p> <p>3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered</p>												
67	SUSPENSION OF BUSINESS DEALINGS	<p>BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a></p>												
68	OVER RUN CHARGES	No overrun charges are applicable												
69	Provisions for MSE vendors- Category	<p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type under MSE</th> <th style="width: 30%;">Please specify Yes or No (If applicable)</th> </tr> </thead> <tbody> <tr> <td>SC/ST Owned</td> <td></td> </tr> <tr> <td>Women Owned</td> <td></td> </tr> <tr> <td>Others (excluding SC/ST &amp; Women Owned)</td> <td></td> </tr> <tr> <td>Micro</td> <td></td> </tr> <tr> <td>Small</td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category</p>	Type under MSE	Please specify Yes or No (If applicable)	SC/ST Owned		Women Owned		Others (excluding SC/ST & Women Owned)		Micro		Small	
Type under MSE	Please specify Yes or No (If applicable)													
SC/ST Owned														
Women Owned														
Others (excluding SC/ST & Women Owned)														
Micro														
Small														
70	Consequential Loss:	"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,												



SOLAR BUSINESS DIVISION  
(SBD)

ADDITIONAL TERMS & CONDITIONS  
(ATC)

Item Description: Solar  
Photovoltaic Modules

		or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."
71	GTP/ DRG/ QP SUBMISSION:	Within 1 week from date of Purchase order (PO)
72	Invoice submission	<p>The facility for <b>Online Invoice Registration and Document Upload</b> has been enabled on the SUVIDHA Portal (<a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>) for all BHEL Suppliers and Contractors.</p> <p><b>Important Instructions:</b></p> <ul style="list-style-type: none"><li>• With effect from <b>01-October-2025</b>, it will be <b>mandatory</b> for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.</li><li>• For <b>net invoice amounts exceeding ₹5 lakhs (inclusive of taxes)</b>, uploading a Class 3 digitally signed tax invoice is mandatory.</li><li>• For invoices <b>up to ₹5 lakhs (inclusive of taxes)</b>, a scanned copy may be uploaded; however, submission of the hard copy is mandatory if a Class 3 digitally signed tax invoice is not uploaded.</li></ul> <p>All suppliers are requested to <b>register and complete their onboarding process on the portal</b> at the earliest to ensure seamless communication, submission of invoices and other transactional activities.</p> <p>For detailed guidance, please refer to the attached link: <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a></p>

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### TECHNICAL SPECIFICATION FOR SUPPLY OF CRYSTALLINE SILICON PV MODULES – GSECL, RAGHANESDA SOLAR PROJECTS

<b>REVISION DETAILS: (08)</b>  - Specification revised for 575Wp power rated PV modules using N TOPCon mono crystalline solar cells	<b>Prepared by:</b> JK 	<b>Reviewed by :</b> VJ 	<b>DATE</b>  21.01.2026
	<b>Approved by:</b> PM	<b>ISSUED</b> PV ENGG	

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### 1. PRE-QUALIFICATION CRITERIA

Sl. No	Particulars	Bidder's confirmation
1.	The offer shall be submitted by the Original PV Module Manufacturer (OEM) with a minimum module manufacturing capacity of 100 MW per annum. However, the offer can also be submitted by the authorized dealers/distributors of the OEM. In such cases, the authorized dealers/distributors must submit a valid authorization certificate issued by the OEM, explicitly authorizing them to participate in this tender.	PV module manufacturer name: Manufacturing Plant Address and contact details:  Manufacturing capacity / annum :  Authorized dealers/distributors Address and contact details (If applicable):  (Supporting document for PV module manufacturing capacity like ALMM list, BIS, etc. to be enclosed)
2.	Only those crystalline modules (300 Wp or above) of the same module manufacturer which has supplied for a capacity more than 100MW in other projects in India shall be eligible for the tender.	Yes / No  <i>Enclose customer/client certificate/PO copies. The documents shall include contact details of the issuing authority</i>
3.	Out of the 100MW supplies made as required above, 10 MW or more of PV modules must have been supplied to at least one solar Power plant project of minimum capacity of 10 MW.	Yes / No  <i>Enclose customer/client certificate/PO copies. The documents shall include contact details of the issuing authority</i>

### 2. TECHNICAL REQUIRMENTS:

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Sl. No	Item	Remarks
1	PV Module Configuration	<p>Mono crystalline photovoltaic module with suitable number of solar cells in series- parallel configuration. Bifacial configurations is only acceptable. The module construction and bill of material shall be as per bidder's approved IEC certification.</p> <p><b>Please enclose:</b></p> <p><b>i. Module overall assembly drawing with mounting holes</b></p> <p><b>ii. Data sheet with typical electrical characteristics, I-V curves, temperature coefficients etc.</b></p>
2	Power Output	575 Watts, in 5-Watt band only. No negative tolerance accepted. Single glass laminated type with 144 Half cut cells of N TOPCon mono crystalline Bifacial solar cells (12*6*2) in series configuration/ parallel connection.
3	System Voltage	Modules shall be suitable for 1500V DC System Voltage application.
4	Efficiency	22% (min)
5	Fill Factor	0.75 (min)
6	Temp coefficient of Power	-0.30% or better
6	Operating Conditions	Modules shall be able to perform satisfactorily in relative humidity up to 85% with temperature between -40°C to +85°C and shall withstand adverse climatic conditions, such as high speed wind (min 150Km/hr) with dust/sand particles, saline climatic/soil conditions etc.
7	IEC Certifications	<p>The PV modules supplied shall be with valid latest IEC certifications as below.</p> <ol style="list-style-type: none"> <li>1. IEC 61215-1:2016 (Design Qualification and Type Approval-Part 1)</li> <li>2. IEC 61215-1-1:2016 (Design Qualification and Type Approval-Part 1-1)</li> <li>3. IEC 61215-2:2016 (Design Qualification and Type Approval-Part 2)</li> <li>4. IEC 61730-1:2016 (Safety Qualification – Part 1)</li> <li>5. IEC 61730-2:2016 (Safety Qualification – Part 2)</li> <li>6. IEC 61701 (Salt Mist Corrosion testing)</li> <li>7. IEC 62804 (PID Testing, 85 % humidity, 85 Deg. C, 1000 V or higher)</li> <li>8. IEC 62716 (Ammonia test)</li> </ol> <p>Bidders shall use raw materials for manufacture of PV modules as per approved IEC Bill of Materials (CDF).</p>

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8	Module Safety Class	Safety Class - II
9	<b>BIS Registration</b>	As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, Government of India, PV Modules used in the grid connected solar power projects in India shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards.
10	<b>BILL OF MATERIALS</b>	
10.1	Solar cells	Monocrystalline solar cells using <b>TOPCon technology</b> .
10.2	EVA	Fast cure type, UV resistant, PID resistant in nature with gel content of minimum 75%. EPE/POE is preferred.
10.3	Glass	Heat strengthened low iron glass with minimum thickness of 2.0mm for glass-to-glass framed modules. Grid printed back glass shall be preferred for glass-to-glass framed modules.
10.4	Back Sheet (if applicable)	NA
10.5	PV Module Frame	Corrosion resistant, anodized Aluminum. min. $\geq 15$ Micron
10.6	Junction box	Junction box(es) of the module should be of high-quality IP 68 or better rated fitted at the back side which should be weather proof and designed to be used with standard wiring or conduit connection. Each Junction Box shall contain Bypass Diode. <b>Cables shall be of solar grade and shall conform to specification EN 50618/ IEC 62930. Cable shall be 4 Sq. mm size, Length <math>\geq 300</math> mm</b>
10.7	Adhesive for framing, junction-box fixing and potting	As per manufacturer's IEC test report
10.8	RFID	<b>RFID tag positioned inside the laminate.</b> RFID shall be durable for the entire life of panel and shall contain the following information: <ul style="list-style-type: none"> <li>a. Name of module manufacturer with country of origin</li> <li>b. Month &amp; year of manufacture of modules</li> <li>c. Name of cell manufacturer with country of origin</li> <li>d. Month &amp; year of manufacture of cells</li> <li>e. IV curve</li> <li>f. Wattage, <math>I_{max}</math>, <math>V_{max}</math>, <math>V_{oc}</math>, <math>I_{sc}</math>, temperature coefficient of power &amp; fill-factor</li> </ul>

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		g. Module model number h. Unique serial number i. Date of obtaining IEC qualification certificates j. Name of test lab issuing IEC certificates  Other relevant information etc
10.9	Nameplate	Each module shall be provided with a name plate label (sticker) containing the following information: <ul style="list-style-type: none"> <li>a. Name of module manufacturer</li> <li>b. Module model number</li> <li>c. Overall Dimension</li> <li>d. Weight</li> <li>e. <math>P_{max}</math>, <math>V_{oc}</math>, <math>I_{sc}</math>, <math>I_{max}</math> &amp; <math>V_{max}</math></li> <li>f. System Voltage</li> <li>g. Relevant standards and certifying lab name</li> <li>h. Warnings, if any</li> <li>i. Other relevant information, etc</li> <li>k. Nameplate shall be clearly visible and shall not be hidden by equipment wiring. It shall be durable for the entire life of panel.</li> </ul>
10.10	BOM as per CDF of IEC Certificate	Solar cells and module materials shall be used as per approved CDF as per IEC Certificate.
10.11	RFID Reader	NA
10.12	.PAN File	.PAN file for each module wattage offered shall be provided for carrying out PVSYS calculations at our end.
10.13	Dimensions & Mounting hole Pitch	<ul style="list-style-type: none"> <li>a. Module dimensions shall be 2279X1134X30 mm with Tol. +/- 1 mm</li> <li>b. Bidder shall provide mounting holes pitch as below  Horizontal: 1098MM  Vertical : 1400MM  Mounting hole size : 14*9 MM</li> </ul> If the dimensions of the quoted module are different from above, BHEL reserves the right to accept or reject the offer.

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### 3. QUALITY ASSURANCE

Module Quality Plan, Data Sheet and GTP for the offered model shall be submitted within one week from purchase order for approval of BHEL's customer. Each lot of modules shall be subject to pre-dispatch inspection at manufacturer's works by BHEL and BHEL's customer or any third party.

Quality plan will include the following:

- I. Incoming Quality Checks on bought out item
- II. In-process Quality Checks
- III. Sample tests on final product by the customer

### 4. WARRANTY

**Product warranty shall be for 10 years and performance warranty shall be for 25 years from the OEM.**

PV modules supplied must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years from the date of supply. Degradation of PV module for first year shall be limited to 2.5%. Modules that do not meet the above criteria shall be replaced free of cost at BHEL's/customer's sole discretion.

### 5. INSURANCE or BANK GUARANTEE FOR POWER OUTPUT WARRANTY

The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty in case of insolvency or bankruptcy of the PV module manufacturer. The Bidder shall submit a suitable insurance from Third Party.

The Successful Bidder who is not able to provide insurance of PV modules as above, shall submit a Bank Guarantee of INR Rs. 10 Lakh per each megawatt of PV modules or an equivalent amount in international currency (i.e. DC capacity), through BHEL consortium bank and shall be valid for a period of twenty five (25) years and 90 days. The minimum validity of the Bank guarantee shall be five (5) years and shall be renewed by the bidder of their own subsequently every five (5) years prior to thirty (30) days of its expiry. In case the PV module fails to provide power output as per its performance warranty, and if the bidder fails to rectify, replace or repair the PV module, then BHEL shall carry out the necessary rectification, repair or replacement at its own discretion at the risk and cost of the supplier. The cost of such rectification, repair or replacement shall be encashed from the Bank Guarantee against PV Module Warranty. The same shall be replenished by the supplier within thirty (30) days, failing which the entire Bank Guarantee amount shall be encashed and all pending payment shall be withheld by BHEL till such amount is replenished by the supplier. In another instance, if the supplier becomes bankrupt or insolvent, then BHEL shall immediately encash the entire amount of the Bank Guarantee against PV Module Warranty.

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## 6. PACKING & IDENTIFICATION OF PV MODULE

The modules shall be packed in seaworthy carton boxes made from triple-strength corrugated cardboard and resting on a wooden or plywood base. The PV modules packed in a carton box shall be of same power rating band. Carton box and Pallets shall be adequately designed to prevent damage or deterioration during transportation to site in remote road conditions, handling and storage in site till the time of its installation. The carton box should display the manufacturer's name, number of modules, type, serial numbers, module wattage etc. Modules found damaged at the time of opening of the cartons in the project site shall be replaced free of cost by the module manufacturer.

## 7. GENERAL CONDITIONS

PV Modules shall be manufactured at the bidder's works only.

Manufacturing clearance shall be given only after approval of manufacturing quality plan, Pre-Shipment inspection plan and approval of drawings and datasheet by BHEL's customer.

## 8. MODULE RATINGS OFFERED

Pl. fill the table as below for the module wattage ratings offered.

Module Type (model No):

Module Wattage rating	Quantity in KWp
575Wp	579.6 (min 1008 no.s of PV Modules to be supplied)

## 9. Documents checklist to be submitted along with the offer:

Sl. No.	Document
1.	Supporting document for PV module manufacturing capacity
2.	Signed copy of BHEL Specification PS-439-421 Rev. 08 for confirming to supply as per BHEL Specification.
3.	Customer/client certificate for cumulative supply of 100 MW or more of 300 Wp and above wattage PV modules to India. Out of the above, 10 MW or more of PV modules must have been supplied to atleast one solar Power plant project of minimum capacity of 10 MW.
4.	IEC 61215-1, IEC 61215-1-1, IEC 61215-2 , IEC 61730-1 & 2, IEC 61701, IEC 62804 test certificates.
5.	Approved CDF (Bill of Materials) of PV modules as per IEC certificates.

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6.	Over all PV module assembly drawing indicating mounting hole pitch & data sheet for PV modules.
7.	Third party verified .PAN files for each wattage of PV modules offered.

**10. Confirmation by the bidder :**

Sl. No.	Item	Acceptance by the Module manufacturer (Yes / No)
1.	PV Module model number:	
2.	Mono Crystalline PV Modules with power output $\geq$ 575 Wp in 5 watts bands.	
3.	The offered PV Modules suitable for 1500 V System Voltage application	
4.	Availability of IEC 61215, 61730-1 & 2, IEC 61701, IEC 62804 and IEC 62716 test certificates and IEC Test reports with CDF.	
5.	PV Modules registered with BIS (Bureau of Indian Standards)	
6.	RFID Tag be inside the laminate	
7.	Adherence to Manufacturing Quality Plan and Pre-Shipment Inspection as per customer	
8.	Bill of materials as per subset of the CDF of the IEC Certificates	
9.	Third Party Insurance or Bank Guarantee for Power Performance warranty of PV modules	

**11. Compliance**

Sl. No.	Particulars	Bidder's Confirmation
1.	<b>Compliance to BHEL Specification</b>  <b>PS- 439- 421 Rev. 08</b>	<b>Yes / No</b>  <i>Please indicate deviations, if any.</i>

\_\_\_\_\_  
Signature of Tenderer with stamp

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**14.0 Settlement of Disputes**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1

**14.1 CONCILIATION**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) and also attached as Annexure A to this tender.

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023.

Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**14.2 ARBITRATION**

14.2.1 Except as provided elsewhere in this contract, in case Parties are unable to reach an amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may,

refer the disputes to Arbitral Institution “**Arbitration & Conciliation Centre, Bengaluru (Domestic and International)**” and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of the said Arbitral Institution.

14.2.2 A Party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of The Arbitration and Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

14.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

14.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

14.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.

14.2.6 Subject to the above, the provisions of The Arbitration & Conciliation Act, 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bengaluru, Karnataka only.

14.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or ‘No Demand Certificate’ has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

14.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

14.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

14.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in to account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**14.2.11 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

**Form of Insurance Surety Bond towards Bid Security**  
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. **[Insert Bond Number]**

Date **[Insert Date]**

**To**  
(Employer's Name and Address)  
.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No..... (Tender Conditions), M/s. .... having its registered office at ..... (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of ..... invited by ..... (name of the Employer, hereinafter referred to as the 'Employer') through its Unit at ..... The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit/ Bid Security in the form therein mentioned. The form of payment of Earnest Money Deposit/ Bid Security includes Insurance Surety Bond from an Insurer as per the extant guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Insurance Surety Bond against Earnest Money Deposit for an amount of ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Bond, we, the .....[Name & address of the Insurer] ..... having our Registered Office at .....(hereinafter referred to as the Insurer) under this Bond, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums upto the maximum of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this Bond shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder.

We ..... Insurer further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of

submission from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Surety Bond shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Surety Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Surety Bond is made on us in writing on or before the ..... or the extended date in accordance with the preceding para, we shall be discharged from all liabilities under this Bond.

We, ..... Insurer lastly undertake not to revoke this Surety Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Surety Bond shall not exceed.....
- b) This Surety Bond shall be valid up to ..... or the extended date, if any.
- c) Unless the Insurer is served a written claim or demand on or before \_\_\_\_\_ or the extended date, if any, all rights under this Surety Bond shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Insurance Surety Bond is returned to the Insurer. We, \_\_\_\_\_ Insurer, have power to issue this Surety Bond under law and the undersigned as a duly authorized person has full powers to sign this Surety Bond on behalf of the Insurer.

For and on behalf of

[Signature]

[(Name of the Insurer)]

[Official Address]

[Designation of Insurer Stamp]

Authorized vide Power of Attorney No./Staff Authority No. [Insert POA Number]

Date.....

Place of Issue.....

*2 Name and Address of the Tenderer*

*3 Details of the Work*

*4 Name of the Employer*

*5 Insurance Surety Bond Amount in words and Figures*

*6 Validity Date*

*7 Date of Expiry of Claim Period*

**Notes:**

1. Expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The Insurance Surety Bond should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Insurer issuing the Insurance Surety Bond.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post to the Employer (authority inviting tenders) with a forwarding letter. Same can also be sent through official email.

5. Insurance Surety Bond issued by Branches in India can be accepted subject to the condition that the Insurance Surety Bond should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**Form of Insurance Surety Bond towards Performance Security**  
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. **[Insert Bond Number]**

Date **[Insert Date]**

To  
NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier) with its registered office at\_\_\_\_\_ hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated ..... valued at Rs..... (Rupees ----- )/FC.....(in words.....) for ..... (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide an Insurance Surety Bond towards Performance Security, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we, ..... (hereinafter referred to as the Insurer), having registered/Head office at ..... and inter alia a branch at ..... under this Surety Bond, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Surety Bond shall be a valid discharge of our liability for payment thereunder.

We the .....Insurer further agree that the Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all

the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....Insurer further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Surety Bond shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Surety Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....or the extended date in accordance with the preceding para, we shall be discharged from all liabilities under this Surety Bond thereafter.

We, ..... Insurer lastly undertake not to revoke this Surety Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Surety Bond shall not exceed.....
- b) This Surety Bond shall be valid up to .....or the extended date, if any.
- c) Unless the Insurer is served a written claim or demand on or before \_\_\_\_\_ or the extended date, if any, all rights under this guarantee shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Surety Bond is returned to the Insurer.

We, \_\_\_\_\_ Insurer, have power to issue this Surety Bond under law and the undersigned as a duly authorized person has full powers to sign this Surety Bond on behalf of the Insurer.

For and on behalf of

[Signature]

[(Name of the Insurer)]

[Official Address]

[Designation of Insurer Stamp]

Authorized vide Power of Attorney No./Staff Authority No. [Insert POA Number]

Dated.....

Place of Issue.....

1 NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. Insurance Surety Bond for Performance security in original shall be submitted by the Contractor. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post to the Employer (authority inviting tenders) with a forwarding letter. Same can also be sent through official email.

4. The Surety Bond should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Bond was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Insurer issuing the Surety Bond.

5. Insurance Surety Bond issued by Branches in India can be accepted subject to the condition that the Surety Bond should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:  
Date:

**To**  
Bharat Heavy Electricals Limited,  
Solar Business Division,  
Malleshwaram, Bangalore-560012,  
Karnataka, INDIA

Dear Sirs,

In consideration of the **Bharat Heavy Electricals Limited** **1** (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at "**BHEL House**", **SIRI Fort, New Delhi- 110049** through its Unit at **Solar Business Division located at Malleshwaram, Bangalore-560012, Karnataka, INDIA** having awarded to \_\_\_\_\_ **2** having its registered office at \_\_\_\_\_ herein after referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. / **PO No** \_\_\_\_\_ dated **3**. Valued at Rs \_\_\_\_\_ **4** (Rupees (In words) . \_\_\_\_\_) for \_\_\_\_\_ **5** (hereinafter called the 'Contract') and the Contractor having agreed to provide a **BANK GUARANTEE** FOR \_\_\_\_\_ equivalent to Rs. \_\_\_\_\_ to the Employer for the faithful performance of the Contract.

We \_\_\_\_\_ (hereinafter referred to as the Bank), having registered/Head Office at \_\_\_\_\_ and inter alia a branch at \_\_\_\_\_ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs \_\_\_\_\_ (**Rupees** \_\_\_\_\_) without any demur, immediately on a demand from the Employer. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)**.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the \_\_\_\_\_ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We \_\_\_\_\_ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force up to \_\_\_\_\_ 6 with a validity period of \_\_\_ months & claim period of 3 months and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ 7 we shall be discharged from all liabilities under this guarantee thereafter.

We \_\_\_\_\_ BANK, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) 8
- b) This Guarantee shall be valid up to \_\_\_\_\_ 9
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ 10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dtd :

Place of Issue:

1. NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited.
2. NAME AND ADDRESS OF VENDOR/CONTRACTOR/SUPPLIER
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. BG AMOUNT IN FIGURES AND WORDS
5. PROJECT/SUPPLY DETAILS
6. VALIDITY DATE with a validity of 3 months claim period.
7. DATE OF EXPIRY OF CLAIM PERIOD
8. BG AMOUNT IN FIGURES AND WORDS
9. VALIDITY DATE
10. DATE OF EXPIRY OF CLAIM PERIOD

*Please note: The Validity period wrt our conditions applicable for the Supply / Erection & condition.*

ANNEXURE - III

**DECLARATION**

It is hereby declared that the original/ revised\* price bid for \_\_\_\_\_

\_\_\_\_\_ (Name of Package) for \_\_\_\_\_ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/ revised\* price bids where itemized price is not available for any part of scope of supply, including tests etc. for completion of the package, the same should be treated to have been included in our original/ revised\* price bid.

It is also agreed that no further chance for seeking clarification/ confirmation to any missing point will be necessary.

Absence of itemized prices against some items does not mean that they are not included. Even though itemized prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorized Representative Name  
and Designation:

Name & Address of the Bidder

Date

Forwarded to:

BHARAT HEAVY ELECTRICALS LTD

Electroporcelains Division

Prof. CNR Rao Circle

Malleswaram

Bangalore - 560012

\* (Please delete whichever is not applicable)

	<p align="center"><b>ELECTRO- PORCELAINS DIVISION</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>  Revision No. R0 (For supply and services)</p>	<p align="center"><b>ANNEXURES</b>  Issued on 14.03.2017</p>
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**ANNEXURE-XII**

**FORMAT FOR NO DEVIATION CERTIFICATE**

(To be submitted in the bidder's letter head)

TO  
BHARAT HEAVY ELECTRICALS LIMITED,  
Electroporcelains Division  
Prof. CNR Rao Circle,  
Malleshwaram Bangalore - 560012

Sub :	No deviation certificate
Job :	----
Ref :	Your enquiry No -
	All the pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION  
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure--**'A'**-- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure **'A'**-- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure --**'A'**--to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure ---**'A'**---with effect from the date as intimated by BHEL to it.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF  
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the

proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- 22.** The proceedings of Conciliation under this Scheme may be terminated as follows:
- a.** On the date of signing of the Settlement agreement by the Parties; or,
  - b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
- 23.** The Conciliator(s) shall be entitled to following fees and facilities:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		<p>Rs 75,000 (per Conciliator)  In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)  Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,  Signing of the Settlement Agreement after approval of the Competent Authority  or  Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
<b>3</b>	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
<b>4</b>	<p>Travel and transportation and stay at outstation  Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
<b>5</b>	Venue for meeting	<p>Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the</p>

Sl No	Particulars	Amount
		concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b.** admissions made by the other party in the course of the Conciliator proceedings;
  - c.** proposals made by the Conciliator;
  - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE**  
**IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

<b>SI. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of BHEL**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A  
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION  
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE  
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of the Stakeholder**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a) .....

b) .....

c) .....

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

**Representative of BHEL**

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**(Compliance to be submitted in the bidder's letter head)**  
**(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	

We M/s. \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

**(Compliance to be submitted in the bidder's letter head)**  
**(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	

We M/s. \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

**We are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

**Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

**FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER**

*(To be submitted with the offer)*

**[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]**

**Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	
<b>Applicable percentage of Local Content</b>	<b>(Bidder to indicate local content in percentage)</b>

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. .... *[Enter the name of the Bidder]* [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for ..... *(Enter the name of the Equipment/Item for Project)*, wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Date:

Authorized Signatory  
(With Company Seal & Signature)

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.*

**FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER**

*(To be submitted with the offer)*

**[Applicable for procurement value more than Rs. 10.00 Crore]**

**Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	
<b>Applicable percentage of Local Content</b>	<b>(Bidder to indicate local content in percentage)</b>

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. .... [Enter the name of the Bidder] [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Date:

Authorized Signatory  
(With Company Seal & Signature)

We, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (applicable in respect of suppliers other than companies), certify that the Local Content as defined under the PPP-MII, in the Goods/Service/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project) is ..... percentage [specify the percentage of Local content].

For and on behalf of,

Date:

Authorized Signatory  
(With Company Seal & Signature)

Firm Reg No:

Membership No.

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.*