

**NOTICE INVITING TENDER (NIT) DOCUMENT
FOR
SETTING UP OF 1075 KWp (Roof Top) & 2000 KWp
(Ground Mounted) GRID CONNECTED
SOLAR PHOTO VOLTAIC PROJECT
AT
BHARAT HEAVY ELECTRICALS LIMITED,
Bhopal**

NIT No. BHEL/HEP/XX

Date: xx-xx-2025

**ISSUED BY
BHARAT HEAVY ELECTRICALS LIMITED, Bhopal**

1.	INTRODUCTION, BACKGROUND & SCHEME DETAILS.....	6
1.1	INTRODUCTION	6
1.2	BACKGROUND	6
1.3	Project Details	6
1.4	SELECTION OF TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS SCHEME	7
1.5	MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME	7
2.	DEFINITIONS.....	8
3.	INSTRUCTIONS TO BIDDERS (ITB).....	12
3.1	Overview of NIT	12
3.2	Relief for Change in Law	13
3.3	Obtaining NIT Document	13
3.4	Bid Submission date and Bid Opening date.....	13
3.5	Project Scope and Technology selection	14
3.6	Capacity of the Project.....	15
3.7	Selection of successful Bidder	15
3.8	Connectivity with the Grid.....	15
3.9	Power Generation by Solar Project Developer.....	16
3.10	Clearances required from the State Government and other local bodies.....	16
3.11	Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)	16
3.12	Power Purchase Agreement	17
3.13	Financial Closure or Project Financing Arrangements.....	18
3.14	Commissioning.....	19
3.15	MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER	20
3.16	Structuring of the Bid selection process	21
3.17	Important notes and instructions to Bidders.....	22
3.18	Non-responsive Bid	23
3.19	Method of Submission of Response to NIT by the bidder.....	24
3.20	Notice board for display:.....	25
3.21	Validity of the Response to NIT.....	26
3.22	Bid Preparation cost.....	26
3.23	CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS.....	26
3.24	Right of BHEL to reject a Bid.....	26
4.	PRE-QUALIFICATION CRITERIA FOR BIDDERS.....	27
4.1	GENERAL ELIGIBILITY CRITERIA:.....	27
4.2	TECHNICAL ELIGIBILITY CRITERIA	29
4.3	FINANCIAL ELIGIBILITY CRITERIA	30
5.	BID EVALUATION AND SELECTION OF PROJECT DEVELOPER	32
5.1	BID EVALUATION.....	32
5.2	TECHNO-COMMERCIAL EVALUATION OF BIDDERS	32
5.3	REVERSE AUCTION (STEP - 3)	34
5.4	SELECTION OF SUCCESSFUL BIDDERS	34
5.5	LIMITATION OF LIABILITY:.....	34
5.6	ARBITRATION & CONCILIATION CLAUSE:.....	35
5.7	INTEGRITY PACT(IP)	36
5.8	DOCUMENTS TO BE UPLOADED IN NIT-----	37

6. FORMATS FOR BID SUBMISSION.....	378
FORMAT 6.1 Format For covering letter	38
FORMAT 6.2 Format for power of attorney	40
FORMAT 6.3 Format for financial requirement	42
Format 6.4(0)BG Instructions/Checklist for Vendors	47
FORMAT 6.4(i) Format for performance Bank Gurantee for solar PV project.....	49
FORMAT 6.4(ii) Proforma of Bank Gurantee for Earnest Money.....	52
FORMAT 6.5 Format for Board Resolutions	54
FORMAT 6.6 Format for Consortium Agreement	57
FORMAT 6.7 Declaration by the Bidder for the proposed technology break-up	59
FORMAT 6.8 Format for Disclosure	60
FORMAT 6.9 Financial Proposal	61
FORMAT 6.10 Format for techenical Criteria	62
FORMAT 6.11 “No Deviation”Confirmation	63
7. STATUTORY REQUIREMENTS.....	64
8. GST CLAUSES.....	65
Annexure-A	67
Annexure- B.....	68
Appendix-B-1	721
Appendix-B-2	743
Appendix B-3.....	75
Appendix B -4.....	76
Appendix-B-5.	77
Annexure- C.....	78
Annexure-D	79
Annexure - E	80
Annexure –F	82
Annexure- G	83
Annexure -H	84
Annexure-I.....	805
Annexure – J	87
Annexure – K.....	88
Annexure – L	89
Annexure – M	90
Annexure - N.....	91
Annexure - O.....	96

DISCLAIMER:

1. Though adequate care has been taken while preparing the NIT document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **fifteen (15) days from the date of notification of NIT/ Issue of the NIT document**, it shall be considered that the NIT document is complete in all respects and has been received by the Bidder.
2. BHEL reserves the right to modify, amend or supplement this NIT document including Power Purchase Agreement (PPA).
3. While this NIT has been prepared in good faith, neither BHEL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT, even if any loss or damage is caused by any act or omission on their part.

Place: Bhopal

Date: xx.xx.xxxx

Bid Information Sheet

Document Description	Request for Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted capacity at Bharat Heavy Electricals Limited, Piplani, Bhopal
NIT No.& Date	BHEL/HEP/xx xxx dated: xx.xx.xxxx
Broad Scope	Setting up of Solar PV Project including Power Evacuation network up to the designated point in BHEL/nearest Substation /Evacuation Network available in BHEL Factory and Township and selling the Solar Power to BHEL Bhopal.
Last date & Time for	
a) Online Submission of Response to NIT and	
All documents as per Clause 3.23a of Section-3 physically at Tender Room GF, Bharat Heavy Electricals Limited, Bhopal	
Bid Opening (techno commercial)	
Cost of NIT document	NIL
EMD	Rs 6 Lakhs
Type of tender and bidding system	Open Tender, Two-Part bid
PBG	Yes (Shall be submitted in 2 parts (Rs 18 Lacs and 72 Lacs)
E reverse auction	Yes
Pre Bid Meeting	SPD to contact within 21 days from the date of Publishing of NIT
Name Designation, Address and other details (For Commercial clarification, submission of EMD for tender etc)	Deepak Kumar, Manager (FSX), BHEL Bhopal, Ph.(0755) 2505420 E-mail:- deepakkumar.r@bhel.in
Details of persons to be contacted in case of any assistance / Pre bid meeting required from BHEL	<ol style="list-style-type: none"> 1) Prateek Singh, (Mgr.) Ph. 0755-2505710 (e-mail: prateek1@bhel.in) 2) Anil Kumar Maurya (Sr. Mgr) 0755-2503279 (e-mail: anilkumar.maurya@bhel.in) 3) Samir Paul, (DGM), Ph: 0755-2502677 (email: s_paul@bhel.in)

INTRODUCTION, BACKGROUND & SCHEME DETAILS

1.1 INTRODUCTION

1. Bharat Heavy Electricals Limited, Bhopal (hereinafter called “BHEL”) is a Public Sector Undertaking company under the Ministry of Heavy Industries.
2. BHEL wishes to invite proposals for setting up the grid connected Solar Photo Voltaic Project on “Build Own Operate and Transfer” basis. BHEL shall enter into a Power Purchase Agreement (PPA) with the selected bidder for purchase of solar power for a period of 25 years as per the terms, conditions and provisions of the NIT.

1.2 BACKGROUND

1. As part of its initiatives towards transformation into a ‘Green’ Company, BHEL, Bhopal has proposed to set up a **1075 KWp (Roof Top) & 2000 KWp Ground Mounted** solar PV Project.

1.3 Project Details

1. The Solar PV project is proposed to be located at BHEL, Piplani, Bhopal. The location earmarked for the Solar PV power plant is uploaded in the e-procurement portal. (This drawing can be viewed only after logging in to the e-procurement website).
2. The scope of work for setting up 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Solar PV power plant under Developer model shall include but not limited to the following:
 - Develop, construct, synchronize, commission, operate and maintain the 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Solar PV power plant and selling the power to BHEL for period of 25 years in accordance with the terms of the PPA.
 - The SPD shall make necessary arrangements for conducting soil tests before commencement of works.
 - The SPD shall ensure levelling and clearing of land from debris / bushes / trees with necessary approvals, provided by BHEL Bhopal for commissioning the project. Cost to be borne by SPD.
 - The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure-B of the NIT document and produce the documentary evidence of the same.
 - The SPD shall make necessary arrangement required for water required for power project (water harvesting facility shall be planned). The SPD shall make necessary arrangements for tapping water from the nearest water source. Water shall be provided on chargeable basis. The tariff for water consumption shall be same as declared by BHEL. (ref Annexure-K)
 - The SPD shall ensure that all the natural drainages/nalas in the site, if any, are not disturbed.
 - For 2000 KWp ground mounted plant, SPD shall make necessary pathway for movement, maintenance of solar modules along the boundary and in rows of solar modules. Sufficient lighting arrangements shall be provided along the path way. The SPD shall construct a brick

boundary wall of 8 feet high along with concertina coil and barbed wire fencing on top of wall all around the solar power plant with two gates for access. The SPD shall also provide sufficient CCTV cameras in consultation with BHEL Bhopal to monitor the movement of personnel etc. in the entire Solar PV plant. The complete security of the power project including man and material shall be taken care by SPD.

- The manpower engaged by SPD shall have access to BHEL Bhopal campus provided they fulfil with BHEL Bhopal security permission & procedures in force from time to time.
- SPD shall be responsible for all associated works such as clearing of vegetation, levelling, civil works etc.

1.4 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS SCHEME

1. The Project under developer mode will be free to procure solar cells/modules as per prevailing guidelines and applicable standards of CERC/MPERC or MNRE.

1.5 MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME

This NIT document has been prepared based on the guidelines issued by MNRE vide OM No. 30/69/2013-14/NSM(Pt.) dated 7th January 2015 which is uploaded on the web site of MNRE, www.mnre.gov.in. In case of any difference in interpretation between this NIT document and said guidelines issued by MNRE. Any such differences, interpretation etc., shall be referred to BHEL and the decision of BHEL shall be final and binding on Bidder/SPD

DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

1. **"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **"Associate/Affiliate"** means, in relation to a Bidder, or a Member of a Consortium, a Person who Controls, is Controlled by, or is under the common Control of such Bidder or Member of a Consortium who is developing the project.
3. **"Appropriate Commission"** shall mean as defined in the PPA
4. **"Bidder"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company /Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
5. **"Bidding Company"** shall refer to such single Company that has submitted the response in accordance with the provisions of this NIT;
6. **"Bidding Consortium" or "Consortium"** shall refer to any lawful combination of Companies, Partnership Firms, Sole Proprietors or firms having valid GST No, that have formed a consortium or association by fulfilling the requirements set out in this NIT, including executing an agreement, for the purpose of submitting a Bid and for developing, operating and maintaining the Project.
7. **"Capacity Utilization Factor (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity,

$$CUF = \left(\frac{X \text{ MWh}}{Y \text{ MW} \times 8766} \right) \times 100\%;$$
8. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
9. **"Company"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
10. **"Contracted capacity"** shall mean the AC capacity in MW contracted with BHEL for supply by the SPD to BHEL at the Delivery Point from the Solar Power Project;
11. **"Commercial Operation Date (COD)"** shall mean the date as defined in Clause no. 3.14, Section-III, Instructions to Bidders (ITB) of NIT Documents;
12. **"Contract Year"** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:
 - i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new

Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

- ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
13. **“Control”** shall mean holding not less than 51% of paid up share capital
14. **“Controlling shareholding”** shall mean not less than 51% of the voting rights and paid up share capital in the Company;
15. **“Day”** shall mean calendar day;
16. **“Effective Date”** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;
17. **“Equity”** shall mean Net Worth as defined in Companies Act, 2013
18. **“Financial Closure or Project Financing Arrangements”** means arrangement of necessary funds equivalent to the total estimated project cost, by the Solar Project Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;
19. **“Group Company”** of a Company means
 - i. a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or;
 - ii. a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or;
 - iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.;
 - vi. Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company developing the Project;
20. **“Inter-connection point / Delivery Point”** shall mean the point at the grid substation designated by BHEL, where the power from the solar power Project is injected (including the dedicated transmission line connecting the solar power project with the interconnection point). For interconnection with grid and metering, the SPD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time; Shall be as defined in PPA
21. **“Joint Control”** shall mean a situation where control is equally distributed among the interested parties;
22. **“Letter of Intent” or “LOI”** shall mean the letter issued by Bharat Heavy Electricals Limited (BHEL) to the Selected Bidder for award of the Project;

23. **“Limited Liability Partnership” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
24. **“LLC”** shall mean Limited Liability Company;
25. **“Month”** shall mean calendar month;
26. **“Metering Point”** shall mean the location at which the Main, Check/Stand – By energy meters are connected to the grid through instrument transformers (voltage transformers and current transformers) and energy injected or drawn is measured
27. **“Paid-up Share Capital”** shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;
 - i. Paid-up share capital includes:
 - ii. Paid-up equity share capital;
 - iii. Fully, compulsorily and mandatorily convertible Preference shares and
 - iv. Fully, compulsorily and mandatorily convertible Debentures.
28. **“Parent”** shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member of Consortium developing the Project;
29. **“PPA”** shall mean the Power Purchase Agreement signed between the successful SPD and BHEL according to the terms and conditions of the standard PPA enclosed with this NIT;
30. **“Power Project” or “Project”** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Metering Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line/ cable up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to BHEL;
31. **“Project Capacity”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.
32. **“Project Commissioning”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the PPA;
33. **“Project Developer” or “Developer” or “Solar Project Developer (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by BHEL (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of project and signing of PPA.
34. **“NIT document”** shall mean the bidding document issued by BHEL including all attachments, clarifications and amendments thereof vide NIT no. BHEL/HEP/xxx dated xx.xx.xxxx
35. **“BHEL”** shall mean Bharat Heavy Electricals Limited, Bhopal.
36. **“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this NIT to set up the Project and supply electrical output as per the terms of PPA;
37. **“Solar PV Project”** shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;
38. **“STU or State Transmission Utility”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;

39. ***“TOE”*** shall mean Tender Opening Event;
40. ***“Ultimate Parent”*** shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;
41. ***“Week”*** shall mean calendar week.

INSTRUCTIONS TO BIDDERS (ITB)

3.1 Overview of NIT

- a) Solar Power Developers (hereinafter referred to as SPD) selected by M/s BHEL, Bhopal based on this NIT, shall set up 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Solar PV Projects on Build Own Operate and Transfer (BOOT) basis in accordance with the provisions of this NIT document and standard Power Purchase Agreement (PPA). PPA formats shall downloaded from BHEL portal <https://eprocurebhel.co.in/nicgep/app>
- 1) M/s BHEL, Bhopal shall enter into PPA for the project with successful SPD for a period of 25 years. The tariff payable to the Project Developer is fixed for 25 years. This shall be exclusive of any applicable GST, however Duty and Cess and any statutory charges as applicable as per prevailing guidelines on actual basis shall be reimbursed as per PPA terms.
- b) It is clarified here that “Change in Law” means the occurrence of any of the following events after the last date of Bid submission resulting into any additional recurring/ nonrecurring expenditure by SPD or any income to SPD:
- The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
 - a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to apply such Law, or any Competent Court of Law;
 - the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits, except due to any default of the Buying Entity.
- c) any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project shall be borne by SPD, however after COD any such statutory requirements (tax, duty or cess) shall be reimbursed by BHEL on generation of energy, as per PPA terms. However, Change in Law shall not include.
- any change in taxes on corporate income or any change in any withholding tax on income or dividends distributed to the shareholders of the SPD (if applicable), or any change on account of regulatory measures by the Appropriate Commission.
 - In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
 - In the event of any decrease in the recurring/ nonrecurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an application to the appropriate commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply

with the above requirement, in case of any gain to the SPD, BHEL, Bhopal shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.

- d) EMD as specified above must be paid & Tender without EMD will be summarily rejected and the Technical bid & price bid shall not be considered. (Note: There is no provision of EMD, PQC & Technical waiver for MSME vendor and EMD amount as shown above must be paid.)

3.2 Relief for Change in Law

- The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.
- The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.
- The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits.
- No claim shall arise on M/s BHEL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. M/s BHEL does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- Bidders shall submit their bid by offering a single tariff for the above project, which shall be applicable for all the 25 years.
- If the Project is transferred or sold to a third party during its tenure, M/s BHEL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

3.3 Obtaining NIT Document

- a) The NIT document can be downloaded free of cost from the website of BHEL (Bharat Heavy Electricals Limited, Bhopal) & National Informatics Centre (NIC) <https://eprocurebhel.co.in/nicgep/app>.

Note: - Interested bidders have to download the NIT and other documents from this website after registration at this website . The bidder shall be eligible to submit/ upload the bid document only after registration and logging into the BHEL NIC web portal.

- b) The bids submitted without EMD, shall not be considered for the bidding and such bids shall not be opened by BHEL.
- c) Details of the documents uploaded at the website are as per clause 5.8.

3.4 Bid Submission date and Bid Opening date

- (i) The bidding methodology adopted for this Project shall be Single stage, Two bid system i.e. the Bidders shall upload their Project proposal bids (Both Techno-Commercial and Financial Bids)within 21 days from NIT date.
- (ii) The last date for submission of bids is indicated in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above.
- (iii) Techno-Commercial bids shall be opened as per the schedule indicated on the Bid Information Sheet. Date of opening of financial bids shall be notified on above mentioned BHEL's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

3.5 Project Scope and Technology selection

1. The SPD shall set up a Solar PV Power Project of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted capacity including setting up of the evacuation network up to the BHEL Substation. The geographical co-ordinates of BHEL, Bhopal (Factory) are 23.245014° N, 77.460656° E and The coordinates of the designated land area are 23.245928° N, 77.441092° E.
2. The Roof identified for the project shall be made available to the SPD by BHEL, given under "Right-to-Use based on free of cost" to the SPD. The SPD shall set up a Solar PV Power Project of 1075 KWp (Roof Top) capacity including setting up of the evacuation network up to the nearest substation/electrical network owned by BHEL, on Build Own Operate & Transfer (BOOT) basis, at SPD's own cost. The scope of SPD also includes setting up of power evacuation system as per site requirement for connecting to BHEL grid. The SPD shall also provide metering arrangement at/near the Delivery point as per the CEA Metering Regulations, 2006 and its latest amendments. SPD shall construct suitable accommodation for maintaining the inverter and remote monitoring arrangements.
3. The land identified for the project shall be made available to the SPD by BHEL, given under "Right-to-Use based on free of cost" to the SPD. The SPD shall set up a Solar PV Power Project of 2000 KWp Ground Mounted capacity including setting up of the evacuation network up to the nearest substation/electrical network owned by BHEL, on Build Own Operate & Transfer (BOOT) basis, at SPD's own cost. The scope of SPD also includes setting up of power evacuation system including step up transformer, overhead lines/UG cables etc. and connecting to BHEL grid. The SPD shall also provide metering arrangement at/near the Delivery point as per the CEA Metering Regulations, 2006 and its latest amendments. SPD shall construct suitable accommodation for maintaining the inverter and SCADA room.
4. The "Roof" & "Land" shall not be used for any other purpose other than the purpose mentioned at sub-clause 2 and 3 of 3.5.
5. All the necessary permits and licenses required for construction and operation of the Solar Power Plant shall be obtained by the SPD. The roof and land for the Project shall be made available to the Project developer on 'as-is where-is basis', by BHEL through "Right-to-Use based on free of cost".
6. The SPD shall make necessary arrangement of water for power project (water harvesting facility shall be planned). The SPD shall make necessary arrangements for tapping water from the nearest water source. Water shall be provided on chargeable basis. The tariff for water consumption shall be same as declared by BHEL.
7. All permits and clearances required for setting up the Project including those required from State/central Government and local bodies shall be in the scope of the SPD. However, BHEL will provide the required data and documents to SPD, if necessary to fulfill any statutory requirement/procedure of concerned authorities.

3.6 Capacity of the Project

- A) **1075 KWp (Roof Top):-** Solar power Project shall be of 1075 KWp (Roof Top) . This is a combined capacity of 07 Nos decentralized solar roof top solar plants as mentioned in Annexure G
- B) **2000 KWp (Ground Mounted):-** The interconnection point of 11kV system is Inside BHEL Township.
- C) The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B. It may be noted that the bidders are required to bid for the entire capacity of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted of the Project and part capacity allocation is not envisaged in this NIT.

3.7 Selection of successful Bidder

The bidding shall be conducted through an 'e-bidding' followed by e-reverse auctioning process and the interested bidders shall be required to register themselves on a web-based portal <https://eprocurebhel.co.in/nicgep/app> of BHEL for the process. After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the NIT document and EMD shall be evaluated by BHEL based on Qualifying Criteria stipulated in section 4. The evaluation of bids and methodology of allocation of Project is as described in Section 5.

It may be noted that BHEL reserves the sole discretion to conduct/not conduct e-reverse auction

3.8 Connectivity with the Grid

- a) 1075 KWp (roof top) plant shall be designed for interconnection with the 415V system at Inside BHEL Factory and 2000KWp (ground mounted) shall be designed for interconnection with the 11 kV evacuation network of BHEL Bhopal. Tentative layout of the proposed connectivity plan uploaded in the e-procurement site. (Annexure- G)
- b) The maintenance of Transmission system up to the Inter-Connection Point shall be the responsibility of the SPD..
- c) As the proposed interconnection point is not feasible for establishment of metering as per CEA metering regulations, 2006 and its latest amendments, SPD shall create a separate infrastructure (for e.g., a four-pole structure or any structure which is suitable for meeting the requirements of meeting CEA metering regulations) for metering point and connect the metering point to the delivery point through an underground HT cable whose procurement, laying as per the IS 1255-1983 and its latest amendments and termination at the delivery point shall be in the scope of the SPD..
- d) The scheduling of the power from the project as per the applicable regulation, if required, shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting such as UI charges etc. shall be on the account of SPD.
- e) Reactive power charges, if required, as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA
- f) Metering arrangement of project shall have to be adhered to in line with relevant clause of PPA.

3.9 Power Generation by Solar Project Developer

- (i) **Criteria for generation As per PPA**
- (ii) **Shortfall in generation** Shall be as per Cl. NO 4.4.1 of PPA.
- (iii) **Excess generation** Shall be as per Cl. NO 4.4.2 of PPA.

3.10 Clearances required from the State Government and other local bodies

The SPD shall obtain or apply (as applicable) for all Consents, Clearances and Permits required for construction

of the Project as per the terms of this Agreement. The SPD shall also obtain all Consents, Clearances and Permits

required for operation and supply of power to BHEL Bhopal before Commissioning of the Project, to obtain such

clearances/permit is any supporting documents/data are required from BHEL, same shall be provided to SPD provided

information required is in the interest of project.

3.11 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- i. **Earnest Money Deposit (EMD)** of Rs. 6.0 Lakh in the form as follows and valid for 06 months from the Techno commercial bid opening date, shall be submitted by the Bidders along with their bid, failing which the bid shall be summarily rejected.
The EMD may be accepted only in the following forms:
 - a) The EMD may be accepted only in the following forms:
 - (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
 - (iii) Fixed Deposit Receipt (FDR).
 - (iv) Bank Guarantee from any of the consortium Banks. (refer BG formats and list of consortium banks enclosed).
 - (v) Insurance Surety Bonds.
 - b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from BHEL listed consortium banks (list enclosed) in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
 - c) EMD shall not carry any interest.
- ii. **Performance Bank Guarantee (PBG):** Bidder selected based on this NIT shall submit Performance Guarantee for a value of Rs. 90 lakhs before signing of PPA or 21 days from the date of issue of letter of Intent (LOI)/PO whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.4 from the date of signing of PPA. **The Performance Bank Guarantee shall be submitted in two parts: 1st part for an amount of Rs. 18 Lakh and 2nd part for an amount of Rs. 72 lakhs.** On submission and successful verification of Performance Bank Guarantee, EMD shall be returned by BHEL to the successful Bidder. (refer BG formats 6.4 enclosed and list of consortium banks enclosed).

- iii. The PBG shall be valid for the tenure of PPA +60 days, on full/renewal basis.
- iv. The format of the PBG 6.4 shall be in the form as given and any deviation from the above Formats may result in rejection of the PBG and consequently, the bid/Project.
- v. The SPD selected based on this NIT is required to sign PPA with BHEL within 30 days after the issue LOI/PO. In case, BHEL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.15 of Section- 3 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the EMD shall be forfeited/encashed as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- vi. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company/ Lead Member of the Bidding Consortium.
- vii. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- viii. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Format 6.4(0) has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- ix. After the bidding process is over, BHEL shall release the EMD of the unsuccessful Bidders within 15 days after e-Reverse auction.
- x. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. The PBG of SPD shall be returned to the SPD within 60 days after successful completion of the tenure of the PPA as per terms of PPA.

3.11 (a) FORFEITURE OF EMD

EMD shall be encashed by BHEL in following cases.

- i. If the bidder withdraws or amends its bid after due date of bid submission and during the validity of bid;
- ii. In case, BHEL offers to execute the PPA between the Selected Bidder and BHEL, if the Selected Bidder does not submit the requisite documents as per Clause No. 3.19 of, Section-3, Instructions to Bidders (ITB) of NIT or does not execute the PPA within the stipulated time period;
- iii. If after issuance of LoI/PO, it is found that the documents furnished by the bidders as part of response to NIT are misleading or misrepresented in any way.

3.11(b) FORFEITURE OF BG

- i. Shall be as per relevant clauses of PPA.

3.12 Power Purchase Agreement

- i. BHEL shall enter into Power purchase agreement (PPA) with the Bidder selected based on this NIT. A copy of standard Power Purchase Agreement to be executed between BHEL and the selected SPD shall be uploaded on the website <https://eprocurebhel.co.in/nicgep/app>. The PPA

- shall be signed within **30 days** of the date of issue of Letter of Intent (LoI). The PPA shall be valid for a period of 25 years +60 days from the date of signing as per the provisions of PPA.
- ii. The Performance Bank Guarantee as per Clause 3.11(ii) of Section-3 above, shall be submitted by the SPD prior to signing of PPA of the project. Before signing of PPA with the selected Bidder for the project. BHEL will verify the documents furnished by the Bidder at the time of submission of response to NIT including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the NIT Qualification Requirement and financial requirements mentioned a Section-4 of the NIT. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this NIT will be applicable.
 - iii. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and BHEL. Successful bidders will have to submit the required documents to BHEL within 21 days from the issue of LoI. In case of delay in submission of documents beyond the 21 days as mentioned above, BHEL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
 - iv. In case of premature termination of agreement, the SPD will remove the assets from allocated land within 90 days, failing which, the infrastructure will be the property of BHEL.

3.13 Financial Closure or Project Financing Arrangements

- i. The Project shall achieve Financial Closure within 03 (Three) months from the Effective Date of signing the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 01-06-XXXX, then scheduled Financial Closure date shall be 01-09-XXXX). At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the 100% tie-up of total cost indicated for the Project.
- ii. In case of delay in achieving above condition as may be applicable, BHEL shall encash Performance Bank Guarantees, unless the delay is on account of delay from BHEL, or due to Force Majeure as per PPA. An extension maximum of One Month from scheduled Financial Closure date can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1000/- per day per MW+18% GST. This extension will not have an impact on the Scheduled Commissioning Date of the Projects. Subsequent to the completion of deadline for achieving financial closure, BHEL shall issue notices to the SPD of not meeting the requirements of Financial Closure as per the NIT deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above mentioned payment of INR 1,000/ MW/ day+18% GST. In case of non-submission of either the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, BHEL shall encash the PBG of the SPD and terminate the PPA. The amount of INR 1000/ MW/ day+18% GST shall be paid by the SPD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by BHEL.
- iii. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate/annum +18% GST on pro-rata

basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

- iv. The SPD will have to submit the required documents to BHEL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, BHEL, Bhopal shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.
- v. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD/Bidder by BHEL.

3.14 Commissioning

The Commissioning of the Project shall be carried out by the SPD selected based on this NIT, in line with the Procedure elaborated in draft PPA document Commissioning Procedure at **Annexure-B-1** and Commissioning certificate shall be issued by BHEL after successful commissioning.

i. PART COMMISSIONING

There shall be no Part Commissioning allowed for the Project.

ii. Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The project shall be commissioned within 6 months from the effective date of PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve any of the milestones, provisions of PPA as mentioned below shall apply:

-

BHEL shall encash the Performance Bank Guarantee in the following manner:

- a. Delay in commissioning beyond the scheduled commissioning date up to one month – part of the PBG amounting to Rs.18.00 Lakh shall be encashed, proportionally calculated on per-day basis.
- b. Delay of more than one month and up to three months: BHEL will encash the remaining PBG (Rs.72.00 Lakh), proportionally calculated on per day basis for delay up to another two months.
- c. In case of part or full encashment of PBG as cited at 3.14(ii) (a) and 3.14(ii) (b), the PBG shall be replenished to the full amount as per clause 3.11(ii) of this NIT. All the charges for the replenishment/renewal shall be borne by the SPD.
- d. In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 9 months from effective date of PPA, BHEL reserves the right to terminate the PPA and cancel the Project.
- e. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

iii. EARLY COMMISSIONING

The SPD shall be permitted for full commissioning of the Project even prior to the Scheduled Commissioning Date (SCD). In case the entire capacity is commissioned prior to the Scheduled Commissioning Date, BHEL may purchase the generation at PPA Tariff. However, early commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of BHEL.

iv. **COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA.

3.15 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

- i. The Bidder shall provide complete information in their bid in reference to this NIT about the Promoters and upon issuance of LoI, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with BHEL.
- ii. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to NIT till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii. Following shall not be considered as change in shareholding as mentioned above:
 - a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - d. Transfer of shares within the members of Promoter Group.
 - e. Transfer of shares to IEPF.
 - f. Issue of Bonus Shares
- iv. In case of SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the COD, except with the prior approval of BHEL.
- v. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- vi. In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (One) year from the COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- vii. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- viii. Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to BHEL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of BHEL, subject to the condition that, the management control remains within the same group of companies.

- ix. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 1 Lakh per MW +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to BHEL.

3.16 Structuring of the Bid selection process

The bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to NIT. Two part bidding followed by e-reverse auction has been envisaged under this NIT. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this NIT online only. The preparation of bid proposal has to be in the manner described in Clause 3.19. Detailed instructions to be followed by the bidders for online submission of response to NIT are stated at Annexure –E.

Online submission of bid proposals by Bidders in response to NIT shall be in the manner described below:

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per **Format 6.2**. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. Proof of Submission of Earnest Money Deposit (EMD).
4. Format for Financial Requirements as per **Format 6.3** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
5. Performance Bank Guarantee (to be submitted by the successful bidder at the time of signing of PPA) in the form as per **Format 6.4**.
6. Board Resolutions/affidavit/endorsement, as per prescribed formats enclosed as **Format 6.5** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution/affidavit/endorsement from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to NIT and in the event of selection of the Project, to sign the PPA with BHEL and Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/ Board Resolutions/affidavit/endorsement from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions/affidavit/endorsement from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

7. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.6** along with Board resolution from each Member of the Consortium for participating in Consortium.
8. Declaration by the Bidding Company for the Proposed Technology break-up as per **Format 6.7**.
9. Disclosure as per **Format 6.8**.
10. Covering letter as per **Format 6.9**.
11. Format for Technical Criteria as per **Format 6.10** in line with Clause No. 3.17, Section-III, Instructions to Bidders (ITB) of NIT
12. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
13. No Deviation Certificate as per mentioned in **Format – 6.11**
14. Preliminary estimate of Cost of the solar PV Project as per **Annexure-A**.
15. Attachments
 - a. Memorandum of Association, Article of Association and Certificate of Incorporation or other relevant documents of the Bidding Company/all member Companies of the Bidding Consortium needs to be attached along with the bid. The Bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - b. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder. • If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - c. Copy of the NIT document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
 - d. A certificate of shareholding of the bidding company duly certified by a practicing Chartered Accountant/ Company Secretary as on the bid submission date.
 - e. Documents containing information about the Promoters and their shareholding in the Company to BHEL indicating the controlling shareholding as on 7 days prior to last date of bid submission, at the stage of submission of response to NIT to BHEL as per **Clause 3.19 of Section-3** The bidder shall be required to submit a certificate indicating shareholding patterns of its Parent Company and Ultimate Parent Companies too (if any), as on the date 7 days prior to the last date of bid submission, duly certified by a practicing Chartered Accountant/ Company Secretary.
 - f. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, In case of a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account as on 7 days prior to bid submission, Schedules and cash flow statement supported with bank statement.
16. **Site Visit Certificate --→ Annexure H**

3.17 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

- b. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of NIT. The documents submitted along with the bid may be verified before signing of PPA in terms of Clause 3.15.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to NIT, in any manner whatsoever, BHEL reserves the right to reject such response to NIT and/or cancel the Letter of Intent, if issued and the DD/Bank Guarantee provided up to that stage shall be forfeited/encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to NIT.
- d. If the event specified at **Clause 3.17(c)** is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the BHEL and the BHEL shall have no obligation to return the same to the Bidder. However, the EMD submitted by unsuccessful Bidders shall be returned as specified in **Clause 3.11**.
- f. All documents of the response to NIT submitted online must be digitally signed by the person authorized by the Board as per **Format 6.2**.
- g. The response to NIT shall be submitted as mentioned in **Clause 3.19**. No change or supplemental information to a response to NIT will be accepted after the scheduled date and time of submission of response to NIT. BHEL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to NIT.
- h. The bidder shall make sure that the correct, valid Bid-part is submitted to BHEL on or before the commencement of the Online Tender Opening.
- i. All the information should be submitted in English language only.
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Responses to NIT that are incomplete, which do not substantially meet the requirements prescribed in this NIT, will be liable for rejection by BHEL.
- l. Response to NIT not submitted in the specified formats will be liable for rejection by BHEL.
- m. Bidders delaying in submission of additional information or clarifications sought shall be liable for rejection.
- n. Non submission and/or submission of incomplete data/ information required under the provisions of NIT shall not be construed as waiver on the part of BHEL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o. Only Bhopal Courts shall have exclusive jurisdiction in all matters pertaining to this NIT.

3.18 Non-responsive Bid

The electronic response to NIT submitted by the bidder along with the documents submitted offline to BHEL shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to NIT shall be checked for compliance with the submission requirements set forth in this NIT. Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a. Non submission of EMD in acceptable form along with NIT document.
- b. Response to NIT not received by the due date and time of bid submission;
- c. Non submission of the original documents mentioned at **clause 3.23 (A)** by due date and time of bid submission;
- d. Any indication of tariff in any part of response to the NIT, other than in the financial bid (*Electronic Form*).

- e. Data filled in the Electronic form of financial bid not in line with the instructions mentioned in the same electronic form.
- f. In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this NIT, then all these bids submitted shall be treated as nonresponsive and rejected.

3.19 Method of Submission of Response to NIT by the bidder

A. The bidder has to submit the following document in offline/online with NIT documents as mentioned below before due date of tender.

B Earnest Money Deposit: Earnest Money Deposit of Rs 6.0 lakh/- should be furnished in the form of as per clause 3.11(1) in favor of “M/s. BHEL, Bhopal” payable at Bhopal, from a list of consortium Banks enclosed. EMD deposited by the bidder shall not bear any interest to the contractor. The scanned image of proof of earnest money deposit to be uploaded online along with the tenders and the original one to be submitted to the address mentioned below so as to reach by post / courier / by hand latest by 14:00 Hrs of the “due date of online submission of tenders”. However, the details of EMD submission proof, ref. no date etc. to be provided in the prequalification profile.

The EMD to reach the following address by post / courier / by hand up to 14:00 Hrs on the “due date of online submission of tenders” as mentioned in the tender notice failing which tender will not be considered/opened and any postal delay or any other reasons what so ever will not be considered. The EMD will be refunded to the un-successful bidders, unless the same is forfeited for any breach on the part of bidder. If EMD paid is less than the prescribed amount, the bid will be rejected.

Response to NIT for Setting Up Of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Grid Connected PV Project at BHEL, Bhopal	
NIT Reference No.	BHEL/HEP/.....dated
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	DEEPAK KUMAR, MANAGER FSX, BLOCK 7, GF, EW Bharat Heavy Electricals Limited, Piplani, Bhopal - 462022 Phone: 0755-250-5420

B. Documents to be submitted Online

1. Detail instructions to be followed by the bidders for online submission of response to NIT as stated as Annexure E and Annexure-F. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.
2. In case the bidder submits the documents offline as required in **Clause 3.19A of Section-3** and fails to submit the online bid, Then the EMD(s) shall be returned to the vendor upon official request.
3. All documents in response to NIT submitted online must be digitally signed on <https://eprocurebhel.co.in/nicgep/app> which should contain the following:

3075kw SOLAR POWER PLANT

NIT BOOT BASIS BY RESCO

ELX-BHEL BHOPAL

Page 24 of 96

Technical Bid:

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- i. Formats- 6.1, 6.2, 6.3, 6.3A, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, Annexure-A as elaborated in Clause 3.20;
- ii. All the attachments elaborated in **Clause 3.16 of Section-3**, under the sub-clause 12, Attachments with proper names.
- iii. All documents (NIT, PPA) digitally signed by the person authorized by the board as per Format 6.4, on behalf of the Bidder.
- iv. All supporting documents regarding meeting the eligibility criteria.

Financial Bid:

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i. Covering letter as per Format-6.9 of this NIT document;
- ii. PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT as per Annexure A.

The discounted tariff bid shall have to be filled online in the Price Bid Format provided at the BHEL portal.

Important Note:

- i. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii. Enclosed documents shall be indexed with the index list at the first page of the scanned document.
- iii. Envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
- iv. The envelopes which are found to be improperly sealed at the time of receipt shall be rejected.
- v. In case the Bidder submits the online documents on BHEL e-procurement portal within the bid submission deadlines and fails to submit the offline documents in the office of BHEL Bhopal within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the BHEL e-procurement portal. Similarly, bids submitted offline but without any online submission on BHEL e-procurement portal shall not be opened and the EMD shall be returned to the respective bidder.

3.20 Notice board for display:

Before declaration of the COD, the selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

1075 KWp (Roof Top-respective capacity wise) & 2000 KWp Ground Mounted Grid Connected Solar PV Project for supply of power to BHEL Factory, Bhopal

Owned and operated by

----- (insert name of the SPD)

LOCATION: Respective locations of plant

3.21 Bid Validity:

Validity of offer (bid) shall remain valid up to One Hundred Eighty (180) days from the date of techno-commercial opening date of NIT. BHEL reserves the right to reject any response to NIT which does not meet the afore mentioned validity requirement.

3.22 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to NIT and participation in discussions and attending pre-bid meeting(s), etc. BHEL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.23 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

1. Bidders are advised to acquire full knowledge of the NIT, Scope of work, Place of work, Site conditions of the work, working hours, work permit, minimum manpower to be deployed, Labour License, Payment terms & conditions; Payment of Wages, Bonus, PF, ESI as per statute / BHEL norms etc., distribution of PPEs & Uniforms, etc.
2. Clarifications/ Doubts, if any, on NIT document may be emailed and/ or through BHEL e-procurement portal.
3. BHEL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. If necessary, amendments, clarifications, elaborations shall be issued by BHEL which will be notified on BHEL/ BHEL e-procurement portal. No separate reply/ intimation will be given for the above, elsewhere.
4. Bidders are advised to obtain all kinds of clarifications before closure of bidding. Once bidding is closed or Technical Bids are opened, NO CLARIFICATION(S) / QUERIES IN ANY FORM SHALL BE PERMITTED
5. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.
6. Clarification(s) / queries raised by the bidder after closure of bidding and before evaluation of the Technical Bids may lead to disqualification of his bid. Price bid of such disqualified bidder shall not be opened and EMD of such disqualified bid shall be forfeited. Tender evaluation shall be continued with remaining bidders.
7. Clarification(s) queries raised by the bidder after opening of Price Bids may lead to disqualification of his bid and EMD of such disqualified bid shall be forfeited.
8. If any bidder raises clarification(s) / queries after opening of Price Bids or after conducting Reverse Auction, offer of such bidder shall be disqualified and disciplinary action against such disqualified bidder shall be initiated as per BHEL Rules. However, Tender evaluation shall be continued with remaining bidders as per BHEL Rules.

3.24 Right of BHEL to reject a Bid

BHEL reserves the right to reject any or all of the responses to NIT or cancel the NIT without assigning any reasons whatsoever and without any liability.

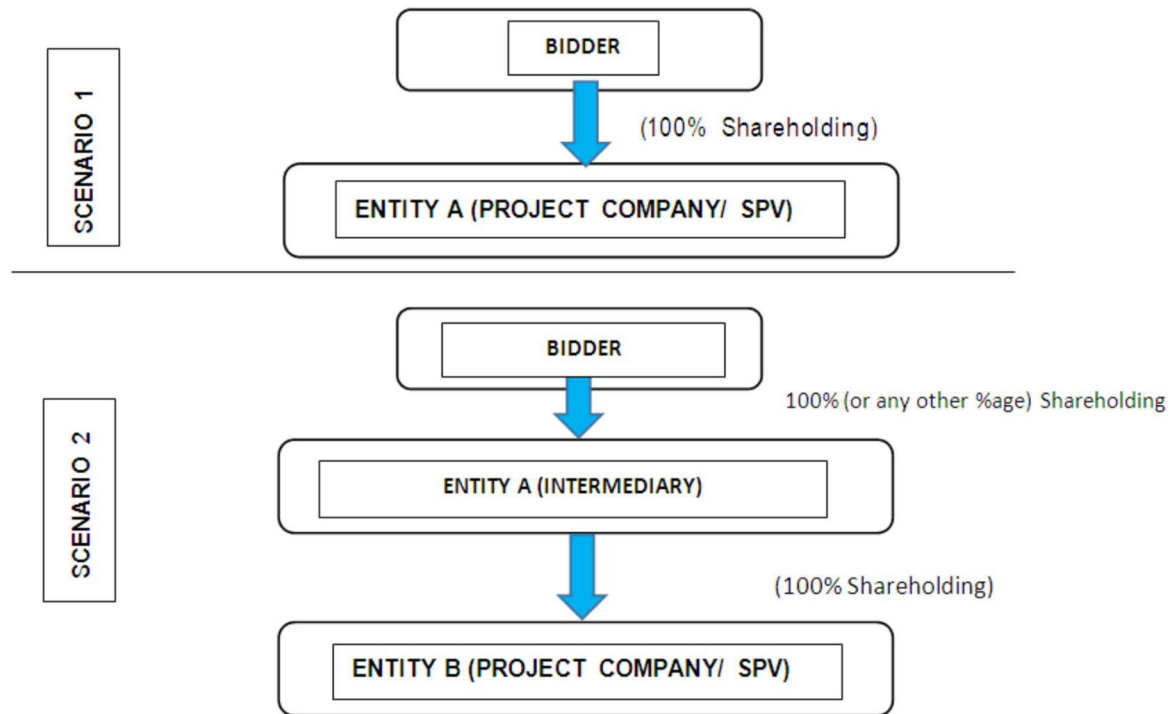
PRE-QUALIFICATION CRITERIA FOR BIDDERS

Short listing of Bidders will be based on meeting the following criteria:

4.1 GENERAL ELIGIBILITY CRITERIA:

1. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable. or consortium as per NIT.3
2. **Site visit certificate.** (The vendor is mandatorily required to visit the site during the period of enquiry and before bid submission. Based on his visit a certificate shall be issued as per annexure H. Offers without visit certificate shall be rejected)
3. Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this NIT has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (**Format 6.5**).
4. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 76% shareholding in the SPV, before signing of PPA. In case the foreign company participating as a member of consortium, the clause no. 4.1.5 mentioned below shall be applicable.
5. A Bidder which has been selected as Successful Bidder based on this NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
6. Any consortium, if selected as Successful Bidder for the purpose of supply of power to BHEL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement before signing of PPA with BHEL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to NIT. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to NIT up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of BHEL, subject to the condition that, the management control remains within the same group of companies.
7. The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

8. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 4.1.4 and 4.1.5 above should be an immediate 100% subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:



9. As per the NIT conditions, only Scenario 1 is permissible in case of projects being implemented by SPVs

4.2 TECHNICAL ELIGIBILITY CRITERIA

1. Under this NIT, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.7. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to NIT can be changed at the time of Financial Closure.
2. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of **Clause No. 3.13 Section-3** under the sub title “Financial Closure” in Section-III, Instructions to Bidders (ITB) of NIT.
The undertaking shall be submitted as per enclosed Format 6.9.
3. Detailed technical parameters for Solar PV Projects to be met by SPD are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE updated as on the date of signing of PPA for the Project.
4. The Projects shall also comply with the criteria for power generation detailed in **Clause No. 3.9.**
5. The bidder should have established Ground Mounted Solar Power Plants of Capacity not less than 500 KWp & Roof Top solar power plant of capacity not less than 250KWp and should have operated and maintained the same or higher capacity solar power plant for at least one year. (separate execution orders/WO/PO of 500KWp (land single) & 250KWp (Roof top) with installation, operation and maintenance are also acceptable).
6. The bidder shall furnish, Copy of PO/Work Order, work completion certificate as proof of document for the establishment and experience certificate for Operation & Maintenance as mentioned at clause 4.2 (5), BHEL reserves the right to verify the PQC documents submitted by vendors with the original issuer and may reject the vendor if not found proper.
- 6a) Bidders submitting WO of private organizations shall additionally submit "annexure -O", verified by CA.
7. In case of the Bidder being a Bidding Consortium, any Member may provide the above work completion certificate and experience certificate on behalf of the Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions/affidavit/endorsement from the respective Affiliate(s) for submitting the above documents on the behalf of its affiliate(s).
8. Failure to provide the documents mentioned at Clause 4.2 (6) shall lead to rejection of the offer.

4.3 FINANCIAL ELIGIBILITY CRITERIA

4.3.1 NET-WORTH

- a. The Average Net Worth of the Bidder should be equal to or greater than Rs. 200 lakhs, as on the last date of previous Financial Year, i.e. FY 2021-22/22-23/23-24.
- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the NIT.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

4.3.2 LIQUIDITY

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover **of Rs. 200 lakhs** during the previous three financial year, i.e. FY 2021-22/FY 2022-23/FY23-24. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs. 36 Lakhs**, towards meeting the working capital requirement of the project quoted under this NIT. Such letter can also be obtained by the Affiliate(s) of the Bidder.

4.3.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per 4.3.1 and 4.3.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions/affidavit/endorsement from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the NIT. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution/affidavit/endorsement from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

4.3.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

4.3.5 A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2021-22/FY22-23/ FY23-24, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. Document certified by a Chartered Accountant showing turnover and Net Worth for the relevant period shall be submitted with the bid. The documents submitted must be signed by a chartered accountant, bear his seal, name, firm name, Membership NO., FRN No., UDIN and the capacity in which he is signing (proprietor/partner) date and place of signing. In case Balance sheet

and profit & loss account statements are submitted the same must be signed by the owner also. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited

accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this NIT falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

4.3.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

4.3.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 4.3.6 above.

BID EVALUATION AND SELECTION OF PROJECT DEVELOPER

5.1 BID EVALUATION

1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in **Section-3**, Instructions to Bidders (ITB) of this NIT. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

5.2 EVALUATION OF BIDDERS

5.2.a Part-1 Techno Commercial BID (STEP - 1)

- i. Techno commercial bids will be opened by BHEL only when NIT documents are received on or before due date and time of bid submission.
- ii. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii. Subject to **Clause No. 3.17** of this NIT, BHEL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the NIT. During the examination of the bids, BHEL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by BHEL within 07 (seven) days from the date of such intimation from BHEL.
- iv. All correspondence in this regard shall be made through email/ BHEL e-procurement portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. BHEL shall not be responsible for rejection of any bid on account of the above.
- v. The response to NIT submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per NIT.

5.2.b Part-2 Techno Commercial BID (STEP - 2)

- i. Bidder who have qualified on techno commercial ground, the financial bid of only those bidders shall be opened.
- ii. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) per project and quoting a single tariff per kWh for the project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

- iii. For e.g., if the Bidder has submitted their bids for the Project, then the bidder must quote tariff for the project as per Electronic Form given on the price bid format on BHEL e-procurement portal.
- iv. In this step, evaluation will be carried out for the Project based on tariff quoted by Bidders.
- v. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the project for the next stage, opening of the financial bid of the bidder will be at the discretion of BHEL. Thereafter, BHEL will take appropriate action as deemed fit.
- vi. If the first-round tariff quoted is same for two or more Bidders for the project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- vii. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.7 of this Section-5).
- viii. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder Submitted Financial Bid Ranking (It is for illustration purpose only)

B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.70 (Tariff in ₹/ kWh)	L6
B8	₹ 2.80 (Tariff in ₹/ kWh)	L7
B9	₹ 2.93 (Tariff in ₹/ kWh)	L8

5.3 REVERSE AUCTION (STEP - 3)

1. Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through <https://eprocurebhel.co.in/nicgep/app> on or before due date. Paper bid will not be considered for this enquiry.

Reverse Auction:-

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

RA shall be conducted BHEL appointed 3rd party. The details of the same shall be provided to eligible bidders before RA.

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order, Format of RTGS/EFT details can be obtained from BHEL or downloaded from link <https://bpl.bhel.com/mm/EFTFormat.pdf>

5.4 SELECTION OF SUCCESSFUL BIDDERS

1. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) for the project. In case of a tie among two or more bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follows:
 - a. Step 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - b. Step 2: Ranking will be done based on draw of lots.
2. At the end of selection process, a Letter of Intent (LOI) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium. In all cases, BHEL's decision regarding selection of Bidder through e-Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders for the project.

5.5 LIMITATION OF LIABILITY:

1. Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, **loss of profit**, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. Neither party liability for any direct

damages resulting from its performance or failure to perform here under shall not exceed the total contract price.

2. However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the bidder, or to any obligation of the bidder to indemnify the BHEL with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.
3. **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 as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22 05-2018".

5.6 ARBITRATION & CONCILIATION CLAUSE:

1. 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.
2. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof
3. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.
4. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
5. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Bhopal.
6. The cost of arbitration shall be borne as per the award of the Arbitrator.
7. Subject to the arbitration in terms of above clause , the courts at Bhopal, MP State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
8. Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

5.7 **Integrity Pact (IP) – Independent external monitor (IEM):-**

- 1) IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.
- 2) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- 3) Details of IEMs for this tender is furnished below:

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- 4) Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to any of the above IEMs mentioned in the tender. All correspondence with the IEMs shall be done through e-mails only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, Please contact:

Name	Deepak Kumar	Samu Bauri
Landline No	0755- 250- 5420	0755-250-2115
Email	Deepakkumar.r@bhel.in	samu@bhel.in
Depeartment	FSX (Factory store division)- Block- VII	
Address	Eastern wing, Ground floor, BHEL Bhopal - 462022	

5.8 **Documents to be uploaded in NIT:**

1. Details of Vendor- Quotation ref
2. NIT Document (Notice for Inviting Tender) (All pages, Sealed and Signed)
3. PPA Document (Power Purchase document) (All pages, Sealed and Signed)
4. Pre-Qualification documents
5. EMD (Earnest Money Deposit)
6. Integrity Pact
7. Blank Price Bid format
8. All relevant Formats & Annexures filled sealed and signed

Note: Sealed Signed document shall mean that vender has accepted the Terms & Conditions.

FORMAT FOR COVERING LETTER

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

From: _____ (Insert name and address of Bidding Company) Date: _____
 Tel.#: _____ Reference No: _____
 Fax#: _____
 E-mail address# _____

To
 Bharat Heavy Electricals Limited,
 Piplani Bhopal – 462021

Sub: Response to NIT No-----dated ----- for development of Solar PV Project

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the NIT including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to BHEL, hereby submit our response to NIT. We confirm that in response to the aforesaid NIT, we, including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted more than one response to NIT including this response to NIT. We are submitting application for Setting up of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Grid Connected Solar PV Project at BHEL, Bhopal:

1. We give our unconditional acceptance to the NIT, dated [Insert date in dd/mm/yyyy], standard PPA attached thereto, issued by BHEL. In token of our acceptance to the NIT, PPA and the same have been signed by us and enclosed with the response to NIT. We shall ensure that the PPA are executed as per the provisions of the NIT, provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned as per the provisions of the NIT/PPA.
2. We have enclosed EMD of Rs. (Insert Amount, Details of EMD Submission.....),
3. We have submitted our response to NIT strictly as per Section – 6 (Formats) of this NIT, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. Acceptance – We hereby unconditionally and irrevocably agree and accept that the decision made by BHEL in respect of any matter regarding or arising out of the NIT shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations - We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to NIT, execute the PPA in the event of our selection as Successful Bidder.
6. We are enclosing herewith our response to the NIT with formats duly signed as desired by you in the NIT for your consideration.
7. It is confirmed that our response to the NIT is consistent with all the requirements of submission as stated in the NIT and subsequent communications from BHEL.

8. The information submitted in our response to the NIT is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the NIT.
9. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to NIT).
10. Details of the representative to be contacted by BHEL are furnished as under:
 1. Name:
 2. Designation:
 3. Company Name :
 4. PAN No.....
 5. GSTIN No.....
 6. Address :
 7. Phone Nos.:
 8. Mobile Nos.:
 9. E-mail address :
11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA agreement and consequent provisions of PPA agreement shall apply.

Dated the _____ day of _____, 202

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person authorized by the Board)

FORMAT FOR POWER OF ATTORNEY*(Applicable only in case of Consortiums)*

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,,.....and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to NIT No..... .We also authorize the said Lead Member to undertake the following acts:

- a) To submit on behalf of Consortium Members response to NIT.
- b) To do any other act or submit any information and document related to the above response to NIT Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA. We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the NIT.

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

Bharat Heavy Electricals Limited,

Piplani

Sub: Response to NIT No. dated for Selection of Solar Power Developers for Setting up of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Solar PV at BHEL, Bhopal

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR Crore (.....in words) as on **the end of Financial Year 2021-24**. This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the NIT as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of bidding company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company	PBDIT (in Rs. Crore)
Company 1			
TOTAL			

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format. **Exhibit (ii): Applicable in case of Bidding Consortium***

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR ----- -
 -Crore (Equity Commitment (%) * Rs. [] Crore) For the above calculations, we have considered
 PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					
Company 2					
TOTAL					

TOTAL

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____in words) as on **the end of Financial Year XXXX-24**

(Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/or its Affiliate(s) as per following details:

Name of bidding company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company	PBDIT (in Rs. Crore)
Company 1			
TOTAL			

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format. **Exhibit (ii): Applicable in case of Bidding Consortium**

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR -
 -----Crore (Equity Commitment (%) * Rs. [] Crore) For the above calculations, we have

3075kw SOLAR POWER PLANT

NIT BOOT BASIS BY RESCO

ELX-BHEL BHOPAL

Page 43 of 96

considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					
Company 2					
TOTAL					

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format. Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____ (in words) as on **the end of Financial Year 2021-2024** (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of bidding company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company	PBDIT (in Rs. Crore)
Company 1			
TOTAL			

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format. **Exhibit (ii): Applicable in case of Bidding Consortium**

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR ----- Crore (Equity Commitment (%) * Rs. [] Crore) For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Company 2					
TOTAL					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format:*

**(Signature & Name of the Authorized
Signatory)**

**(Signature and Stamp of CA)
Membership No.
Regn. No. of the CA's Firm:
:**

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

- (i) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

Format 6.4 (0)**BG Instructions/Checklist for Vendors:**

Venders are requested to take care following Instructions/ Checklist points while preparing BG's, else it shall be liable for objections/ rejections. BG's are to be prepared in the formats enclosed below. BG's are to be issued from BHEL Scheduled Banks only as per list enclosed-

S. NO.	Acceptance Norms	Check Box
1.	Bank Guarantee / BG Extension shall be made strictly as per BHEL's Standard formats enclosed. BG should be prepared on Non Judicial stamp paper (or bank's letter head, however non judicial stamp must be affixed on it) and should be signed and stamped (i.e. affixing seal) by bank officer.	<input type="checkbox"/>
2.	Validity date must be explicitly mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.	<input type="checkbox"/>
3.	Claim Date must be mentioned in the BG.	<input type="checkbox"/>
4.	Confirmation: As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.	<input type="checkbox"/>
5.	Stamps: Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.	<input type="checkbox"/>
6.	Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever in higher. As per Stamp Duty Act 2015 enforced by MP Govt- Stamp Duty is 0.25% of BG Value subject to maximum of Rs 25,000/-.	<input type="checkbox"/>
7.	Bank Seal and sign of Bank Employee: BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.	<input type="checkbox"/>
8.	Place of Invocation must mention on BG.	<input type="checkbox"/>
9.	BGs should not be from the co-operative banks	<input type="checkbox"/>

10.	BGs can be issued through list of BHEL's consortium banks only. (List enclosed).	<input type="checkbox"/>
11.	Vendors must provide the BG from banks which are already SFMS Compliant. If vendors banks are not SFMS Compliant, a declaration from bank is required.	<input type="checkbox"/>
12.	Email ID, phone no, Fax No of bank must mention on BG.	<input type="checkbox"/>
13.	Extension/Amendment of BG is required on Rs. 1,000/- non judicial Stamp Paper.	<input type="checkbox"/>
14.	Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.	<input type="checkbox"/>
15.	BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.	<input type="checkbox"/>
16.	Digitally signed secured email from issuing branch.	<input type="checkbox"/>
17	The SFMS shall be sent to SBI HET Bhopal Branch , details are as under:- BHEL's A/C No 30855948540, IFSC code- SBIN0000519, Branch:- SBI HET, Bhopal	<input type="checkbox"/>

Format 6.4 (i)**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

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 _ BHEL HOUSE Siri Fort, New Delhi-110049 _____ 1 through its Unit at...BHEL BHOPAL.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ 2 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.....dated3 valued at Rs.....4 (Rupees -----)/FC.....(in words.....) for5 (hereinafter called the

'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance BankGuarantee, 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 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 any sum or sums upto a maximum amount of Rs ----- 6 (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 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. _____.

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 Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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/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

WeBANK 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 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 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 Guarantee shall remain in force upto and including..... 7 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 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 the8we 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____ 7 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)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

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 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Format 6.4 (ii)**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

(Bank Guarantee No.....)

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. having its registered office at BHEL HOUSE Siri Fort, New Delhi-1100492 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4.(name of the Employer) through its Unit at...BHEL BHOPAL.....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 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 Guarantee, we, the[Name & address of the Bank]

..... having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, 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 of Rs. 5(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors 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 Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank 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 of 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 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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee 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 Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee.

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

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to6 c) Unless the Bank is served a written claim or demand on or before 7 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)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Notwithstanding clause for BG extention.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to

6

c) Unless the Bank is served a written claim or demand on or before _____

7 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.

FORMAT 6.5 FORMAT FOR BOARD RESOLUTIONS

(To be submitted on the Letter Head of the Bidding Company)

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / the Companies Act, 2013 (as applicable) passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to NIT vide NIT No. _____ for Setting up of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Grid Connected Solar PV Project at BHEL, Bhopal, including signing and submission of all documents and providing information / response to NIT to Bharat Heavy Electricals Limited (BHEL), representing us in all matters before BHEL, and generally dealing with BHEL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / the Companies Act, 2013 (as applicable) and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----[Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the NIT. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified true copy

----- (Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Format 6.6 Format for Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement (“Agreement”) executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to NIT, execution of Power Purchase Agreement (against NIT No. _____ dated _____ issued by Bharat Heavy Electricals Limited, Bhopal (BHEL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement. WHEREAS BHEL, Bhopal desires to purchase power for transformation towards “Green Company”

WHEREAS, BHEL had invited response to NIT vide its Notice Inviting Tender (NIT) dated _____ WHEREAS the NIT stipulates that in case response to NIT is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by BHEL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the NIT for self and agent for and on behalf of Member – 2, Member – 3,..., Member – n and to submit the response to the NIT
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e., for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member -1	
Member -2	
Member - n	
Total	100%

6. We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.
7. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
8. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
9. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
10. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
12. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BHEL in terms of the NIT.
13. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by BHEL.
14. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to NIT.
15. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of BHEL.
16. This Agreement

- a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of BHEL.

17. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the NIT, PPA .

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)

Witnesses:

Signature – 1	Signature – 2
Name:	Name:
Address	Address:

Name:

Address:

Name:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)

Witnesses:

Signature – 1	Signature – 2
Name:	Name:
Address	Address:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)

Witnesses:

Signature – 1	Signature – 2
Name:	Name:
Address	Address:

Signature and stamp of Notary of the place of execution

Format 6.7 Declaration by the Bidder for the proposed technology break-up

(to be submitted on the letterhead of the Bidding Company/Lead Member of the Consortium)

S. No	Description	Declare if applicable
1	Name of Bidding Company	
2	Estimated Capacity Utilization Factor	%
3	Estimated Annual Generation of Electrical Energy	KWH
4	Proposed Technology Break-up	Bidder may attached a annexure-with heading Proposed Technology Break-up
4.1	Capacity to be installed with tracker (single-axis/dual-axis)	
4.2	Capacity to be installed using Thin Film Modules	
4.3	Capacity to be installed using Crystalline Silicon Technology	
4.4	Any Other Technology	

Signature of the Authorized Signatory**Name of the Authorized Signatory**

Format 6.8 Format for Disclosure**[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]****Disclosure**

We hereby declare and confirm that only we are participating in the NIT Selection process for the NIT No. _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to NIT will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the DD/Bank guarantees will be forfeited/encashed and recoveries will be effected for the payments done.

(Signature & Name of the person Authorized by the board)

Date:

Format 6.9 FINANCIAL PROPOSAL

Covering Letter (On letter head of the Bidder/Lead Member of the Bidding Consortium- to be submitted online)

[Date and Reference]

To,

**Bharat Heavy Electricals Limited,
 Piplani, Bhopal - 462021**

Sub: Response to NIT for Selection of developer for 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Grid connected Solar PV Project at BHEL, Bhopal vide NIT No.-----

Dear Sir,

I/ We, _____ (Applicant's name) upload herewith the Financial Proposal (to be filled in the format provided in the tender site) for selection of my / our company for setting up of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted grid connected solar PV project at BHEL, Bhopal as a Bidder.

I/ We agree that this offer shall remain valid for a period of 180 (One hundred and eighty) days from the due date of submission of the response to NIT such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at e-procurement portal of BHEL not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

(Signature, name and designation of the Authorized Signatory)

Format 6.10 FORMAT FOR TECHNICAL CRITERIA**(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)**

From: _____ (Insert name and address of Bidding Company) Date: _____
 Tel.#: _____ Reference No: _____
 Fax#: _____
 E-mail address# _____

To

Bharat Heavy Electricals Limited,
 Piplani, Bhopal - 462021

Sub: Response to NIT No. dated For Selection of Solar Power Developers for Setting up of 1075 KWp (Roof Top) & 2000 KWp Ground Mounted Solar PV Project at BHEL, Piplani, Bhopal

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause No. 3.17, Section-III, ITB under the title “Financial Closure” that the following details shall be furnished within 03 (Three) months of Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project cost through internal accruals or through a Financing Agency,

Failure or delay on our part in achieving the above condition shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

Format 6.11 "NO DEVIATION" CONFIRMATION

To,
M/s Bharat Heavy Electricals Limited, Bhopal

SUB:
BID NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

7 STATUTORY REQUIREMENTS

7.1 Bidder Shall follow all the statutory requirements as applicable.

7.2 Price Variation Clauses (PVC) are not applicable vis-à-vis payments to labour are concerned.

7.3 Over-run Compensation Clauses are not applicable.

7.4 All relevant labor laws as applicable shall be adhered to.

8 GST CLAUSES

8.1 Taxes & Duties- GST Clauses:

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner(if applicable)
 - i. Harmonized System of Nomenclature (HSN) of Goods(vendor to mention code)
 - ii. Services Accounting Code (SAC) of Services.
 - iii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided.
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately.

8.2 Taxes deducted at source:

- a. TDS as per the extant statutes shall be deducted.
- b. In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- c. Concessional certificates, if any, should be provided well in time for lower deduction of tax.

8.3 Terms & Conditions to be complied in GST:

- a. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HEP GSTIN ie 23AAACB4146P1ZN. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
- b. Reimbursement of GST amount will be made only upon completion of the following:
- c. Bidder declaring such invoice in their GSTR-1 Return/ IFF
- d. Receipt of Goods or Services and Submission of Tax invoice by BHEL
- e. The tax invoice is reflected in the GSTR2B of BHEL, HEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.

- f. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
- g. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
- h. 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, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
- i. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.
- j. GST TDS deducted as per GST Act, is uploaded in GSTN portal along with GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
- k. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities

Annexure-A
Preliminary Estimate of Cost of Solar PV Power Project

Project Capacity: 1075 KWp (Roof Top) & 2000 KWp Ground Mounted

Location: BHEL, Piplani, Bhopal.

S. No	Particulars	Estimated cost (in lakh rupees) (in figures)	Estimated cost in lakh rupees (in words)
1	SPV Modules		
2	Power Conditioning Units		
3	Civil and General Works / Mounting Structures		
4	Balance of the Plant including interconnection arrangement		
5	Other Costs		
	TOTAL ESTIMATED COST OF PROJECT		

(Signature)

(Name of Authorized Signatory)
(Name of the Bidding Company)

Annexure- B

Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plant

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects:

B.1 PV Module Qualification

The PV modules used in the grid connected solar power Project must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards:

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

B.2 Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plant must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
Grid Connectivity	Relevant CERC Regulations and Grid Code as amended and revised from time to time
Rated capacity	Nominal/Rated output power of the inverter

	(if different power ratings are mentioned at different temperatures, then power rating at 50° C shall be considered) in kW will be considered as inverter rated capacity.
--	---

B.3 Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 1000 Volts DC or higher for outdoor installations should comply with the EN 50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

B.4 Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

B.5 Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

B.6 Warranty

- i) All equipment's supplied in the project shall have standard OEM warranty.

B.7 Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module

- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

B.8 Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- i. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to BHEL.
- ii. The SPD must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to BHEL on line and/or through a report on regular basis every month for the entire duration of PPA.
- iii. The SPD shall provide access to BHEL or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- iv. All data shall be made available as mentioned above for the entire duration of the PPA.
 - e. The plant SCADA should be TCP Modbus/HTTP/Open Platform Communications (OPC) compliant for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to BHEL.

B.9 Safe Disposal of Solar PV Modules:

The SPD will ensure that all Solar PV modules from their plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed out of BHEL premises in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

B.10 Capacity of Solar PV Projects:

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

S. No	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum rated inverter capacity	Maximum AC capacity limit at delivery point
1	1075 KWp (Roof Top) & 2000 KWp Ground Mounted	1075 KWp (Roof Top) & 2000 KWp Ground Mounted	1075 KWp (Roof Top) & 2000 KWp Ground Mounted	1075 KWp (Roof Top) & 2000 KWp Ground Mounted

*Rated inverter capacity for Roof top shall mean the combined inverter capacity of all roof , considering decentralized and modular nature upto +/-100 KWp additional inverter capacity may be allowed, without affecting the maximum AC capacity limit at delivery point.

**Rated capacity shall mean as mentioned in clause (i) above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 50° C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.

Appendix-B-1 **Commissioning Procedure**

(liable to change as per provisions of the scheme)

- i) At the time of commissioning, BHEL shall verify compliance of technical parameter of the Project as per Annexure B of the NIT document.
- ii) The SPD shall give to the BHEL and MPMKVCL/ State Nodal Agency/SLDC/RLDC at least twenty (20) days advance preliminary written notice and at least ten (10) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by BHEL during the visit to the Project site and documented as per prescribed format.
- v) The SPD will have to submit to BHEL for verification/cross check.
 - a. Covering Letter
 - b. Board resolution for authorized signatory.
 - c. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available).
 - d. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-B
 - e. Installation report as per Appendix-B-2.
 - f. Plant Layout clearly mentioning the details of rows and number of modules in each row.
 - g. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
 - h. SPD shall ensure Connectivity to the grid from concerned STU/DISCOM if applicable.
 - i. Connectivity report to be submitted as per the Appendix-B-3.
 - j. Synchronization Certificate as per prescribed format issued by the appropriate authority for ascertaining injection of power into grid as per Appendix-B-4. if applicable
 - k. Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
 - l. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
 - m. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC. if applicable
 - n. After the submission of the documents by SPD, BHEL shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by BHEL, the same have to be submitted by the SPD.
 - o. Only after all the required documents are verified by BHEL, the SPD shall have to submit/update on the portal the proposed commissioning date.

- p. After the proposed commissioning date along with commissioning order is submitted, the BHEL shall visit the site within 05 working days to verify the technical compliance on site as per the information submitted by the bidder. In case BHEL finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee (set up by BHEL) shall schedule its next visit only on the next available date as per the availability of all the committee members.
- q. SPD shall have to submit the as-built drawing after the commissioning prior to the COD.
- r. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by BHEL. In order to facilitate this, SPD shall inform the concerned BHEL and other appropriate agencies as case may be, well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 20 days prior to the proposed commissioning date.
- s. Joint Meter Reading (JMR) shall be taken at Delivery Point at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and plant premises.
- t. SPD shall schedule the Commissioning of the Project as per the commissioning procedure elaborated in clause 3.14.

Solar Project Developers would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

Appendix-B-2
Installation Report

S. No	Capacity of the Project (MW)	3075 KW
1	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
2	Rating of each module (Wp)	
3	Angle from horizontal at which array is installed	
4	Number of modules installed of each type	
5	Source(s) of the cells installed of each type	
6	Source(s) of the Modules installed of each type	
7	Number of PCUs / Inverters installed	
8	Source of the PCUs / Inverters (Name of supplier with address)	
9	Rating of PCUs / Inverters	
10	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	
	Switchgear/11 kV	
	ACDBs/DCDBs/JBs	

Appendix-B-3 Sample Connectivity Report

(To be provided by concerned STU/Transmission Utility/Discom) (format shall be as per concerned agency requirement, If applicable)

This is in compliance to the office order of the ----- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of Solar Power Plant are as under:-

S. No	Name of Solar Project Developer & Location	Capacity mentioned in agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, switchgear)
1	<M/s> <Village> <Tehsil> <District>	< > MW	<p>Metering Details at delivery point (<village>)</p> <p>S. No of CT</p> <p>i) R Phase</p> <p>ii) Y Phase</p> <p>iii) B Phase</p> <p>S. No of PT</p> <p>i) R Phase</p> <p>ii) Y Phase</p> <p>iii) B Phase</p> <p>S. No of Main < > ABT Meter</p> <p>S. No of Check < > ABT Meter</p> <p>S. No of Stand-by < > ABT Meter</p> <p>Metering equipment installed at receiving end on dated: < ></p>	<p>Transformer <Make/Type> <S no></p> <p>Inverters <Make/Type></p> <p>Modules <Make:> <W>, <W></p> <p>Total: <Nos></p> <p>Switchgear Panels <Make/Type> <S No></p> <p>Protection Provided: Under/Over voltage, Over current & earth fault</p>

The Commissioning date of various equipment is as under:

<kV> line from --- to -----, completed on date ----- . Line Bay at < kV > GSS, ----- charged for ---- on ----- . <kV> line charged from ----- to----- on date----- . Main & check metering commissioned on (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed) Complete system commissioned on date----- The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Appendix-B-4
Sample Synchronization Certificate (If Applicable)

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village - ----- Tehsil -----, District ----- was Grid connected on (Date) at----- Hrs. It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- (i) The above certificate may be issued by appropriate authority
- (ii) Copy of duly signed MRI is to be enclosed.

Appendix-B-5

Sample Commissioning Certificate of Solar PV Project

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < KW > out of total <KW> installed Capacity on (Date) of their Solar PV Generation Project at The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

NB: To be issued by State Nodal Agency/BHEL.

Annexure – C

--- Sample Letter ---

(To be submitted along with Technical bid)

 Bharat Heavy Electricals Limited,
 Piplani,
 Bhopal

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for e-Reverse Auction mentioned in the Tender document for Tender No. , Dtd: xx-xx-xxxx.

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as eRA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online Reverse Auction.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Annexure-D

Sl.	List of Consortium Bank	
1	State Bank of India***	SBI
2	Canara Bank	Canara
		SYNDICATE
3	Axis Bank	Axis
4	Bank of Baroda	BOB
		Vijaya
5	Central Bank	CBI
6	Citi Bank N.A.	Citi
7	Deutsche Bank **	DB
8	Exim Bank	EXIM BANK
9	Federal Bank Limited	Federal
10	HDFC Bank Limited	HDFC
11	Hongkong and Shanghai Banking Corporation Ltd	HSBC
12	Indian Bank	Indian Bank
		AllahBad Bank
13	ICICI Bank Limited***	ICICI
14	IDBI Bank Limited	IDBI
15	IndusInd Bank Limited	Indusind
16	Indian Overseas Bank	IOB
17	Kotak Mahindra Bank Limited	Kotak
18	Punjab National Bank*****	PNB
		United
19	RBL Bank Ltd.	RBL
20	Standard Chartered Bank	SCB
21	Union Bank of India	Union
		Andhra
		Corporation
22	Yes Bank Limited	YES BANK

Annexure-E

The Buyback Price with respect to the Solar PV power plant shall be calculated as follows:

Buyback price

$$\begin{aligned}
 &= (\text{Depreciation rate for the year}) \\
 &\times (\% \text{ decrease in plant efficiency up to the year}) \\
 &\times (\text{Total cost of establishment as declared by the SPD}) \\
 &- [(\text{Total O\&M Cost per year}) \times (\text{No. of years remaining in PPA})]
 \end{aligned}$$

Initial Cost: Total Estimated project cost quoted by the bidder in Annexure A or the Completed Project cost duly certified by a Chartered Accountant whichever is lower. The Depreciation rate is taken as 4.00 % Per Year.

Sr No	Year of term (end of the term)	% of the initial cost
1		4.00%
2		4.00%
3		4.00%
4		4.00%
5		4.00%
6		4.00%
7		4.00%
8		4.00%
9		4.00%
10		4.00%
11		4.00%
12		4.00%
13		4.00%
14		4.00%
15		4.00%
16		4.00%
17		4.00%
18		4.00%
19		4.00%
20		4.00%
21		4.00%
22		4.00%
23		4.00%
24		4.00%
25		4.00%

Important Notes:

1. The Buyback Price payable shall be the Buyback Price specified in this Annexure that falls on such date before the proposed Purchase Date.
2. If the proposed purchase date falls on the first date of a Financial Year, then the depreciation shall include the corresponding financial year.
3. The Annual O&M Cost is taken as Rs. 5 lakhs per MW for arriving at O&M cost
4. % decrease in plant efficiency is taken as 1% every year.

Annexure – F**YEAR WISE MINIMUM CUF TO BE MAINTAINED**

Year-wise minimum CUF & Energy Generation to be maintained by the SPD for each year:

Year	CUF (%)	Energy Generation (KWh)/year
End of Year 1	19.00%	5121535
Year 2	18.50%	4986758
Year 3	18.26%	4922065
Year 4	18.01%	4854676
Year 5	17.77%	4789983
Year 6	17.53%	4725290
Year 7	17.30%	4663292
Year 8	17.07%	4601295
Year 9	16.84%	4539297
Year 10	16.61%	4477300
Year 11	16.45%	4434171
Year 12	16.29%	4391042
Year 13	16.14%	4350609
Year 14	15.98%	4307480
Year 15	15.83%	4267047
Year 16	15.67%	4223919
Year 17	15.52%	4183485
Year 18	15.37%	4143052
Year 19	15.22%	4102619
Year 20	15.07%	4062186
Year 21	14.93%	4024448
Year 22	14.78%	3984015
Year 23	14.63%	3943582
Year 24	14.49%	3905844
Year 25	14.35%	3868107

Annexure – G

At present water supply charges by BHEL is **Rs 16/KL (Rs. 16 per kilo liter)**.

This may be changed as per general revision provisions of BHEL Bhopal. Latest revised price shall remain affective from the date of revision if any.

Annexure – H
(Site Visit Certificate)

Date:-

Sr No		Details
1	Vendor Name	
2	Visit Date and time	
3	Details of Visiting person	
4	Vendor has visited all the plant locations (Y/N)	
5	All NIT/PPA terms and conditions are clearly understood by vendor during site visit. (Y/N)	

For BHEL Bhopal

for Vendor

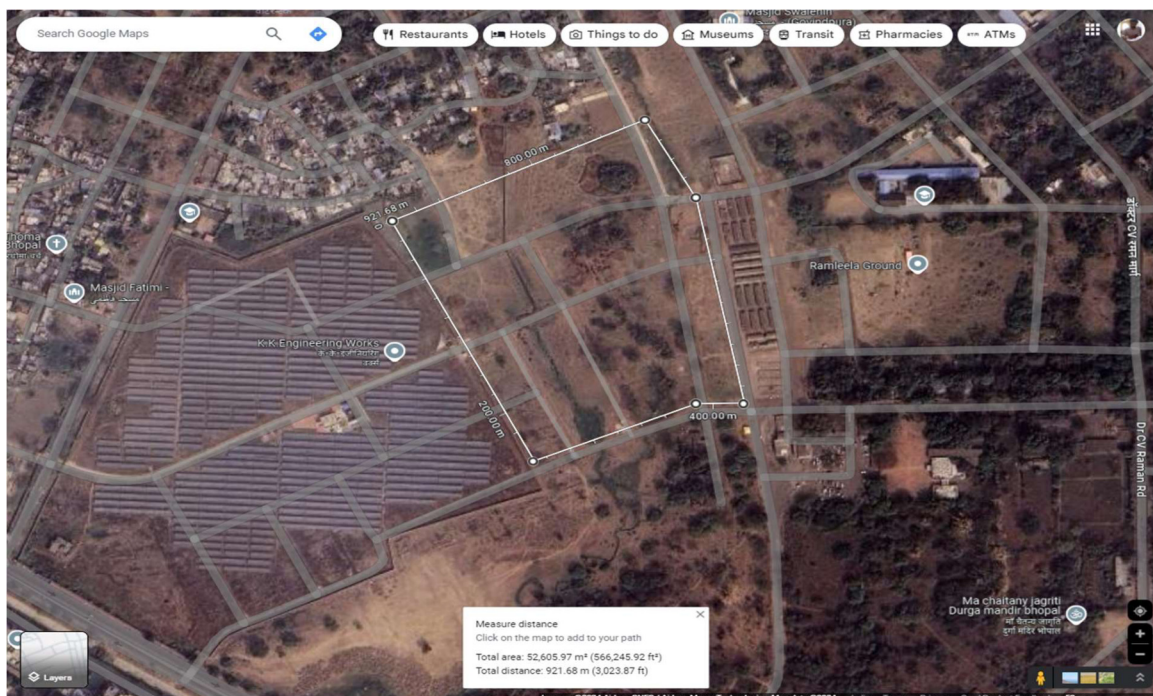
Annexure -I**Inside Factory (Roof Top):-**

Proposed Solar Capacity in KWp 1075 Inside Factory		
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	A	Proposed Capacity (KWp)
1	CIM annexe	70
2	Electroplating	200
3	HRD building	150
4	Hydro Lab building	40
5	HRM-Prerna Bhavan	90
6	TSD-Print room	30
7	Tool & Gauge	495

Grand Total KWp	1075
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Outside Factory (Ground Mounted):-



B	Proposed Capacity (KWp)
Govindpura Area (Near Existing Solar Plant)	2000
Total	2000

Annexure – J**Blank Price Bid Format**

(This is to be submitted (without price) with Technical bid to ensure that the same format is submitted (with price) in Financial Bid).

<u>Sr No.</u>	<u>Description of Item</u>	<u>Quoted rate (In Rs/ Kwh)</u>
1	Single unit of Electrical Energy, generated through 3075 KW Solar Power Plant	Shall be quoted at portal
	In Words	Shall be quoted at portal

Vendor to confirm:-

- 1) Quoted rates are as per NIT terms.
- 5) Vendor has read the complete NIT terms and PPA before quoting the rates at portal.
- 6) After price bid opening RA shall be conducted as per relevant NIT clauses.

DECLARATION BY VENDOR

We declare that the following family firms or sister concern affiliates / subsidiary firms are participating in the tender No

1.....
.....

2.....
.....

3.....
.....

I hereby declare on behalf of M/S and the family firms or sister concern affiliates / subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No.....

(.....)

For M/S.....

(Seal & Sign)

Conflict of interest and sister concern**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:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the 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.
- 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.

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, specifications, 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, 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.

General Declarations Check List Annexure-M

Sr. no	Points of declaration	Yes/ No (Bidder declarations)	BHEL'S Remarks
1.	Declaration by bidding company regarding matter(s) of any proceeding against their company in National Company Law Tribunal (NCLT), w.r.t insolvency and bankruptcy code (IBC) or otherwise.		In case of YES, decision to accept their offer shall be discretion of BHEL. BHEL's decision in such situations shall be final and binding.
2.	Declaration by bidding company regarding matter(s) any proceeding against their company under SARFAESI Act. (THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 and any latest amendment if any.)		In case of YES, decision to accept their offer shall be discretion of BHEL. BHEL's decision in such situations shall be final and binding.
3.	Declaration by bidding company regarding matter(s) any divestment /de-merger proceedings underway for the company under the companies act.		In case of YES, decision to accept their offer shall be discretion of BHEL. BHEL's decision in such situations shall be final and binding.
4.	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines & amendments, Declaration by bidding company regarding read, understand & acceptance of this clause. (format attached).		Non-acceptance of clause shall be rejected.

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

ANNEXURE – O**CA Certificate For Work Completion**

We _____ confirm _____ that _____ (contractor)
 M/S.....has completed
 work _____ for
 M/S..... vide Work Order
 No..... dated....., for the period from _____ to
 _____ and completion certificate Ref.....
 dated..... We also confirm that (contractor)
 M/S..... has received payment against the above WO
 and the same is recorded in book of accounts.

Sign & Seal of CA

FRN NO

UDIN NO

If any of the information given in tender to qualify, found incorrect or false then BHEL may out rightly reject this offer and may also consider debarring us from participation in subsequent tenders.

Signature & Seal of Bidder

Contractor's Name :

Address :

Phone No. :

Email: