



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)
Bharat Heavy Electricals Limited
(A Government of India Undertaking)
SOLAR BUSINESS DIVISION

फोन /Phone : +91 80 22182272
ई-मेल /E-mail : nagarajpk@bhel.in
बी.नं 1249, प्रो. सी एन आर राव सर्कल
आईआईएससी पोस्ट मल्लेश्वरम बेंगलूरु - 12
P.B. No.1249, Prof. C N R Rao Circle
IISc Post Malleswaram
Bengaluru-560 012

Ref.No:**SBD:TC:MOU:SPV:SOLARCELLS/COVLTR**

Dated:

Subject: **Invitation to Enter into MOU for Freezing Techno Commercial Conditions and Specification for procurement of Solar cells for Solar PV Modules.**

Dear Sirs,

Bharat Heavy Electricals Limited (BHEL) is the largest engineering and manufacturing Public Sector enterprise in India of its kind in the business of providing equipment, systems and services for energy related infrastructure. BHEL caters to sectors like Power Generation and transmission, Industry, Traction electrics & controls, Renewable Energy etc. Established in late 50's, BHEL has installed thermal power plant of over 170 GW globally. The annual turnover of BHEL stands over US\$ 2.4 Billion for the current year. BHEL has a staff strength of 37,000 and has 17 manufacturing units across India.

Solar Business Division (SBD) of BHEL, situated in Bangalore, houses SPV module manufacturing capacity of 2x100MW as part of BHEL's clean energy initiative. SBD is currently supplying Solar Power Plants to State & Central Govt. Organizations & other private companies in India. We are ISO 9001, OHSAS 18001 & ISO 50001 company and provide (also expect) best quality in material, workmanship and processes.

Under the present business scenario and unprecedented demand for SPV MODULE, we have decided to review our procedures and system related to the procurement of various raw material to enable our vendors for speedy response against our enquiries & REDUCING THE TIME FOR CONVERSION OF ENQUIRY TO PO. It has become necessary to cope up with the demand in the market to reduce our cost & procurement cycle by having a prior understanding with prospective suppliers on our procedures, systems, technical specifications and commercial conditions.

For this purpose, we wish to follow the following procedure:

1. Our technical specifications, quality requirements and commercial terms & conditions is issued with this letter for acceptance and freezing with reputed organizations.
2. Any comments / deviation to this conditions shall be mentioned in enclosure -2 to this letter with all details required therein including % cost of withdrawal of deviation. Only in case, any deviations remains unacceptable even after due clarification / discussions etc., the % cost of withdrawal of the same shall be carried over to the MOU for the purpose of finalizing the prices during tendering.

ISO-14001:2004
OHSAS 18001:2007
Reg. No. RI91/7830



पंजीकृत कार्यालय 'बीएचईएल हाउस' सिरी फोर्ट, नई दिल्ली - 110 049
Regd. Office: 'BHEL House' Siri Fort, New Delhi - 110 049





3. Enquiries shall only be addressed to parties with whom MOU has been entered all through bound by circular issued by Govt of India time to time. No specification / quality requirement / Commercial terms and condition will be issued along with enquiry (NIT) and only the concerned specification like quantity, delivery etc. will be provided in the enquiry for the bidders to quote their prices. However, where there is a change in specification, the same will be communicated with enquiry along with project specific technical and commercial requirement, if any. Bidders need to go through the additional requirement project specific while quoting against our enquiry.
4. While submitting your quotation, you will be required to attach a letter (Enclosure-3) confirming that the supply will be as per agreed technical specification and commercial & technical conditions (SCC & GCC) with BHEL furnishing the reference of MOU (Memorandum of Understanding) to be entered after due clarification / discussions.

With the aforesaid in mind, BHEL invites expression of interest from the reputed global manufacturers (OEMs) of Multi crystalline & Mono PERC solar cells (refer Pre-qualifying & other requirements) to enter into a Memorandum of Understanding for sourcing of the plant requirement as per below mentioned technical specification, commercial T&C & other documents which are also hosted at our websites www.bhel.com & cpp portal.

Sl.No	Description	References
1	TECHNICAL SPECIFICATION NO.	SPV-4-02-00019
2	GENERAL CONDITIONS OF CONTRACT	GCC R0
3	SPECIAL CONDITIONS OF CONTRACT	SCC Rev 00.
4	PQR	SPV-4-02-00021

Your offer for entering into MOU, in line with our terms and conditions, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

BHEL- EPD Tender box (Reception of EPD)

C/o.AGM / MM

M/s BHARAT HEAVY ELECTRICALS LTD., SOLAR BUSINESS DIVISION,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: vivek@bhel.in, nagarajpk@bhel.in, rcd@bhel.in

Ph. No. +91-080-22182272, +91-080-22182262.



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It shall be the responsibility of the bidder to ensure that the offer is delivered on or before the due date by **02:00 P.M.** **The offer has to be deposited in tender box only.**

Bids shall be opened at **02:30 P.M.** on the due date in the presence of authorized representatives of the bidders, who may like to be present.

The bidder is required to clearly mention,

1. Ref. No: **SBD:TC:MOU:SPV:SOLARCELLS**, Due Date & Name of the item in BOLD LETTERS on the top of each envelope submitted.
2. Name and contact details (including mobile no. and email address) of minimum one contact person along with date of submission of offer in a cover letter.

Offer can also be submitted thru email to technicalbid-epd@bhel.com only.

Ref. No: **SBD:TC:MOU:SOLAR CELLS** & due date to be mentioned in subject of mail.

ENQUIRY TERMS AND CONDITIONS

No price bid shall be submitted along with the offer.

Bidders shall submit their offers meeting the requirements of the following documents (enclosed) included in this Enquiry Letter:

General Conditions of Contract (GCC) Rev R0 comprising of: Instructions to Bidders and General Commercial Terms & Conditions, Technical Specification, Special Conditions of Contract (SCC), Financial PQR & Technical PQR

Offer shall be submitted strictly in accordance with the requirements of the above documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving clause references along with the **Cost of withdrawal of Deviations as per Enclosure-2 "DEVIATION SHEET (COST OF WITHDRAWAL)"** along with reasons for taking such deviations.

Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.

Bidder to note all the points mentioned in "Notes" of Enclosure-2.

All the above Tender Documents shall automatically become a part of the MOU after its finalization.

Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.R0) Annexure-

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XII" in case of no deviations.

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5. Purchaser shall be under no obligation to accept any offer and shall be entitled to accept or reject any/all offer(s) in part or full without assigning any reason whatsoever.
6. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

<u>Commercial</u>	<u>Technical</u>
Nagaraj P.K/ MM BHEL-EPD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: nagarajpk@bhel.in Ph. No. +91-080-22182272 (9483501488)	MUHAMMEDSHAKIR M K/Engg BHEL-EPD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 12 E-MAIL: muhammedshakir@bhel.in Ph. No. +91-080-22182357(9620879978)

The bidders shall submit all their queries/clarifications one week prior to tender opening after which it will be presumed that there are no queries/clarifications and BHEL will be under no obligation to reply queries/clarifications raised after the date.

7. **Pre - Qualifying Requirements:**

Bidders are requested to furnish the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS" (attached with the enquiry document) and to submit the credentials.

Bids of only those bidders shall be evaluated who meet the Technical as well as Financial pre-qualifying requirements, if applicable.

8. Bidders, who are not registered with BHEL-EPD, are requested to get registered through online supplier registration portal available on <http://www.supplier.nhel.in>
9. **All corrigenda, addenda, amendments, time extensions, clarifications etc, to the invitation for MOU will be hosted on website only i.e. www.bhel.com & www.eprocure.gov.in/eprocure/app. Bidders are requested to visit constantly our websites to keep themselves updated.**
10. Please note that detailed offers are to be submitted including the following documents duly stamped & signed on each page:
 - Acceptance of GCC, Rev.R0.
 - Acceptance of Special Conditions of Contract (SCC).

ISO-14001:2004
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- Pre-qualifying Requirements (PQRs) –
a) FINANCIAL PQR b) TECHNICAL PQR
- Technical Deviations and commercial deviations, if any as per format **enclosed at Enclosure-2.**
- **Annexure –As per attached in NIT.**
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.

11. Order of Precedence

In the event of any ambiguity or conflict between the attached Documents, the order of precedence shall be in the order below:

1. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the invitation to MOU by BHEL.
2. Notice Inviting Tender (NIT)
3. Special Conditions of Contract (SCC)
4. PQR
5. Technical specification & scope of work
6. General Conditions of Contract (GCC)

Thanking You.

Yours faithfully,

For and on behalf of BHEL

Nagaraj P.K

(DM/MM/BHEL-SBD)

Enclosures:

1. Enquiry Letter with Terms & Conditions (This letter)
2. Technical Specification
3. Technical & Financial PQR
4. General Conditions of Contracts (GCC Rev R0)
5. MOU Format
6. Special Conditions of Contracts (SCC) & Annexures

 	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: : SPV Solar cells TENDER REF. : SBD:TC:MOU:SPV:SOLAR CELLS
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These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.		
The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)		
1.	Type of Contract	Supply
2.	Item Details	SPV Solar Cells
3.	Consignee address(Ship to address)	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION (SBD) FORMERLY KNOWN AS ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in AWB should be strictly as per above.
4.	Buyer and Paying Authority(Bill to)	BHARAT HEAVY ELECTRICALS LIMITED - SOLAR BUSINESS DIVISION (SBD), BANGALORE. (Formerly known as ELECTRIC & PHOTOVOLTAIC DIVISION) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012
5.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
6.	Mode of Dispatch	By Road/Air/Ship. Note: It is Vendor's responsibility to ensure availability of Trucks/ships/flights schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. - Part shipment is allowed. - Transshipment is not allowed (by road). It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. By ROAD/AIR/SHIP
7.	Price basis	<u>Indigenous purchase –</u> Price to be quoted on Ex-WORKS, inclusive of packing & forwarding charges. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to BHEL SBD. Insurance is in the scope of BHEL. <u>Foreign purchase:</u> <u>Price to be quoted as per below Incoterms:</u> 1. <u>On CPT-BIAL, Bangalore basis. Insurance is in the scope of BHEL.</u> All the other applicable taxes including Income taxes (TDS) as per prevailing Indian law shall be deducted from the payables & paid to Govt. by BHEL. Tax Deduction at Source (TDS) shall be applicable on the Third Party Inspection Charges. Foreign Vendor shall provide Form 10F & Tax Residence Certificate for the same.
8.	Evaluation of Offer	On Item-wise basis as per Cl. No. 19.0 of GCC (Instructions to bidders). Any new taxes/ duties structure as and when implemented by the Government shall become applicable & evaluation shall be done based on the new taxes/ duties structure.

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9.	Validity of offer(as per clause no 7 of GCC)	Original offer shall be valid for 45 days from Part-I opening, If revised price bid/ price impact is asked by BHEL, the validity of the same shall be 30 days from the date of revised price bid/ price impact or 75 days from Part-I opening, whichever is later.
10.	Change of Scope	In case of changes in scope of the tender and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who have participated in the tender.
11.	Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (RA guidelines are attached for reference). 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.” Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
12.	Delivery Period	Delivery required 15 MW (equivalent no of cells) every 30 days from the date of Purchase order limited to PO quantity.
13.	Document Approval	MQP /Data sheets/ Applicable documents shall be submitted along with TC-MOU offer.
14.	Transit Insurance	In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the customersupport@tataaig.com & copy to the following : Email ID: nagarajpk@bhel.in; vivekyadav@bhel.in; Insurance Details: For export/import: TATA AIG General Insurance Company Ltd. Add: Regd. Office: 15th floor, Tower A, Peninsula Business Park,Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai-400013. Policy number: 0865092106 00 00 Period: 01/06/2021 to 31/05/2022 Email ID: customersupport@tataaig.com Tel: 18002667780

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		<u>For Indigenous</u> TATA AIG General Insurance Company Ltd. Add: Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai-400013. Policy number: 0865092085 00 00 Period: 01/06/2021 to 31/05/2022 Email ID: customersupport@tataaig.com Tel: 18002667780
15.	Unloading at SBD/ Transportation from BIAL / ICD Bangalore to SBD in case of imports	In the scope of BHEL.
16.	Payment terms	Clause no: 9.1 of GCC R0 to be read as follows:- 9.1 FOR INDIGENOUS PURCHASE:- FOR SUPPLY OF ITEMS (SI No. 1 of Price format) -9.1.1 98% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials. 2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 01.10.2018. Kindly go through the latest amendment in GST Law. For THIRD PARTY INSPECTION CHARGES (SI No. 2 of Price format) - 9.1.2 100% of TPI Charges shall be paid on pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL. a. FOR FOREIGN PURCHASE – IMPORTS FOR SUPPLY OF ITEMS . 9.2.1 For Air - 100% of price of material supplied, as per PO, on CAD basis pro-rata within 45 days from the date of Airway Bill (AWB) on receipt of complete documents specified in PO at BHEL BANK. Respective bank charges to respective account. For THIRD PARTY INSPECTION CHARGES (SI No. 2 of Price format) 9.2.3 100% of TPI Charges shall be paid on CAD basis pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL BANK. In case of Foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 07

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		days from the request to do so by the vendor along with required details. For 100% of price of material supplied, the usance period for LC will be 75 days from the date of Bill of Lading (B/L)/ Air way bill (AWB) respectively and for inspection charges, the usance period for LC will be 75 days from the date of BHEL CERTIFICATION against successful completion of inspection. LC opening/ negotiation/ confirmation charges will be to vendor's account.		
17.	Document to be submitted for claiming payments	CI (a) of Clause no. 9.2.2 of GCC R0 to be read a. The invoice submitted by the Indigenous vendor shall be GST compliant Following to be appended to the list of documents specified at clause no. 9.2.2 of GCC R0 : • Inspection call to BHEL for Inspection of goods. • AWB/ Delivery challan (If applicable)		
18.	Guarantee Certificate	Not Applicable		
19.	Submission of Contract Performance Bank Guarantee	Not Applicable		
20.	Integrity Pact	APPLICABLE (AS PER ATTACHED FORMAT) 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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. 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. Details of Independent External Monitor (IEM): <table><tr><td>Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com</td><td>Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com</td></tr></table> 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 : Manjunath Rao Katkar. Engineer/ MM. Himanshu Kumar Naik- Dy Manager-MM. Address: SBD, Bangalore Phone: nagarajpk@bhel.in; vivekyadav@bhel.in;	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com
Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com			
21.	Organization Chart	The bidder shall submit the overall organization chart along with contact details/mobile no. of officials dealing with this contract package for engineering, supply, Quality, etc. along with TV-MOU offer.		

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22.	Late Delivery Charges	Purchaser reserves the right to recover from the Seller/Contractor, as agreed, a sum equivalent to half (½) percent of undelivered staggered portion per week or part thereof, subject to a maximum of ten (10) percent of the basic material value. Note: Date of AWB will be considered as date of delivery for calculating late delivery charges.
23.	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated <u>15.06.2017, 28.05.2018</u>, 29.05.2019 & 04.06.2020 issued by Govt. of India (copy enclosed). "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated <u>15.06.2017, 28.05.2018</u>, 29.05.2019 , 04.06.2020 , 16.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable." Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links: https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-1(A) for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or Annexure-1(B) for procurement value more than Rs. 10.00 Crore.
24.	Purchase from SEZ in India	Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.
25.	Inspection Agency	1. A detailed MQP for manufacturing & inspection shall be submitted by the vendor along with the offer for BHEL Approval. 2. Vendor has to offer finished product to Third Party Inspection (TPI) & carry out acceptance test as per Approved QAP & submit the reports to BHEL for verification & obtaining Material Dispatch clearance certificate (MDCC).



**SOLAR BUSINESS
DIVISION (SBD)**

**SPECIAL
CONDITIONS OF
CONTRACT (SCC)
Rev. No. 00**

Item Description: : SPV Solar cells

**TENDER REF. :
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		3. Bidder shall quote the THIRD PARTY INSPECTION (TPI) charges in the price bid for the inspection by one of the third party agencies as follows: Fraunhofer, Intertek, UL, Lloyds, TUV, SGS, BVI, DNV, GEOCHEM, BASTUR. 4. Evaluation shall be done including third party inspection charges. BHEL reserves the right to conduct inspection using bidder TPI. In case of non-usage of bidder TPI, TPI charges shall not be paid to supplier. 5. In case of BHEL inspection at vendor's works, Inspection call should be furnished in online portal http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp (mandatory). It is responsibility of the vendor to inform BHEL at least 15 days prior for carrying out inspection, along with all the relevant test certificates and internal test reports. Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract. Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by BHEL/Representative for travel, stay etc. shall be in vendor's account. 6. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) from BHEL-SBD Material Management Department irrespective of inspection categories. 7. In case of inspection by BHEL or BHEL Representative or Third Party Inspection arranged by the bidder, the item shall be packed in the presence & under seal of the inspector. BHEL reserves the right not to accept any package received without/tempered seal. 8. It is mandatory to quote TPI charges. If not quoted, it will be considered deemed to be included in the basic price, break up for which shall be provided before price bid opening.
26.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	Clause No. 4.1, 4.2 & 4.3 of GCC to be read as: 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.
27.	OTHER TAXES & LEVIES (Clause No. 4.4) (Applicable only for Indian Bidders)	Clause No. 4.4 of GCC to be read as: 4.2 OTHER TAXES & LEVIES 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.

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28.	CUSTOMS DUTY (Clause No. 4.5 of GCC) (Applicable only for Foreign Bidders)	Clause No. 4.5 of GCC to be read as: 4.3 CUSTOMS DUTY 4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.
29.	DIRECT TAXES (Clause No. 4.6 of GCC) (Applicable only for Indian Bidders)	Clause No. 4.6 of GCC to be read as: 4.4 DIRECT TAXES 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
30.	STATUTORY VARIATION (Clause No. 5.0 of GCC) (Applicable only for Indian Bidders)	Clause No. 5.0 of GCC to be read as: 5.0 STATUTORY VARIATION 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.3 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.
31.	New Clause of GCC (Applicable only for Indian Bidders)	9.7 Other clauses 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the

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		delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after: a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
32.	Clause No. 16.2 of GCC	Clause No. 16.2 of GCC to be read as: Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e- way bill, such excess period shall also be considered for LD purpose. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)
33.	New Clauses of GCC	a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be



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		considered for evaluation purpose. However, the ordering will be done without considering the tax. e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.
34.	RISK & COST CLAUSE	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. RISK & COST Risk and Cost against Balance Work: Risk & Cost Amount= $[(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would

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		form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount. LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/supplier. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below. 1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 2. Let the value of executed work/supply till the time of termination of contract= X 3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$ 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.
35.	NOTE	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied]. 3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4.

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		5. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable. be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
36.	Conciliation Clause	The Conciliation Scheme 2018 attached as <u>Annexure-A</u> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
37.	Provisions for MSE vendors	PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSE vendors registered with Government Designated Authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise. Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit the Udyog Aadhaar Memorandum (UAM)/UDYAM Registration Certificate along with attested copy of a CA certificate [Annexure-2(A) / Annexure-2(B)] applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I Bid to avail the applicable benefits. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid). Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of Part-I Bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the Price Bid Opening / Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME). PURCHASE PREFERENCE FOR MSE VENDORS: (For Items which are divisible in nature) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided: 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).

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		4. 3% of the 25% will be earmarked for women owned MSE's. 5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled. 6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender. (For Items which are not divisible in nature) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement against this tender provided: 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases. Documents to be submitted for claiming MSE status and intended benefits: Option 1 (valid till 31.03.2021): Submission of Udyog Aadhar Memorandum along with CA certificate as per Annexure-2(A). Option 2: Submission of Udyam Registration Certificate along with CA certificate as per Annexure-2(B).
38.	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI to be submitted in the bidder's letter head as per attached Annexure-4 Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

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39.	Tax Deducted at Source (TCS)	This has reference to the newly inserted Section 194Q under Income Tax Act 1961 (applicable w.e.f. 01.07.2021) for deduction of tax at source by a buyer of goods at the time of amount paid or credited for purchase of goods exceeding Rs. 50 lacs. The gist of the provisions of Section 194Q are as follows: Tax is required to be deducted at source by a purchaser of goods whose turnover for previous FY has exceeded Rs. 10 Crs. The seller should be a resident of India. TDS @ 0.1% shall be applicable on the amount paid /credited in case purchases from a seller exceeds Rs. 50 Lacs during a financial year. In case PAN of seller is not available or seller is a Specified person (Non-filer), TDS shall be deducted @ 5%. This provision shall not be applicable where tax is deductible under any other provision of I.T Act, 1961. Also, in case a particular transaction qualifies for deduction of TDS u/s 194-Q and the purchaser has deducted the TDS then the same transaction shall not attract TCS u/s 206C(1H). W.e.f. 01.07.2021, as per the above-stated provisions of I. Tax Act, 1961, BHEL HAVING PAN : AAACB4146P IS LIABLE TO DEDUCT TAX AT SOURCE UNDER SECTION 194Q OF THE INCOME TAX ACT AND ACCORDINGLY TDS AT APPLICABLE RATE ON THE PRESCRIBED VALUE UNDER SECTION 194Q WOULD BE DEDUCTED UNDER TAN : BLRB04342C BEFORE MAKING PAYMENT FOR PURCHASE OF GOODS. Thus, all the BHEL Partners are requested not to levy TCS w.e.f. 01.07.2021
40.	e-Invoicing under GST	E-Invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than ₹100 Crore. It has been specified by the Government of India that it is mandatory to mention a valid unique invoice reference number (IRN) and QR code as generated from Government portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by the supplier in e-Invoicing system. In case the vendor delays or fails to provide all the documents as per the Purchase Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL attributable to vendor shall be on Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.



BHEL-SBD

SOLAR BUSINESS DIVISION
BENGALURU – 560012, INDIA
Group : Photovoltaic Module

DOC. NO: SPV-4-02-00021

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PRE-QUALIFICATION REQUIREMENTS

	Particulars	Bidder's Confirmation
1	The offer shall be submitted by the original manufacturers of crystalline silicon solar cell only. Offer can be routed through agents/ channel partners, etc. However, BHEL shall sign the MoU/ enter into the contract/ PO will be released to the original manufacturer only.	Name of solar cell manufacturer, complete address & contact details with email address, website to be provided. Datasheet of the offered model to be submitted.
2	Vendor should have a minimum of 200 MW/annum in-house Crystalline silicon solar cell manufacturing capacity.	Annual production capacity in MW: _____ (Documentary proof to be provided)
3	The bidder should have supplied at least 1 million numbers of crystalline silicon solar cells to Indian PV module manufacturers or PV module manufacturers of other than country of origin of the vendor during the two years preceding to date of TC MoU.	Supporting documents to be provided (PO copy/ contract copy/ client certificates/ shipping documents, etc)

2.0 TYPICAL I-V CHARACTERISTICS

Sl No.	Parameter	Multi (Poly) Crystalline Silicon		Mono PERC Crystalline Silicon	
	Dimensions in mm	156.75 ± 0.5 x 156.75 ± 0.5 mm	158.75 ± 0.5 x 158.75 ± 0.5 mm	156.75± 0.5 x 156.75 ± 0.5 mm	158.75 ± 0.5 x 158.75 ± 0.5 mm
2.1	Power Output (Pmax) in Watts	4.67		5.37	
2.2	Solar cell efficiency	19%	18.5%	21.8%	21.3%
2.3	Voltage at maximum power point in V	0.548	0.549	0.568	0.568
2.4	Current at maximum power point in A	8.513	8.513	9.502	9.502
2.5	Open circuit voltage in V	0.645	0.646	0.662	0.663
2.6	Short circuit current in A	9.024	9.024	10.192	10.186
2.7	Fill factor	80%	80%	80%	80%

Note : Above I-V datas are typical values at irradiance 1000 W/m² with AM 1.5 spectrum, Cell temperature 25⁰ C, Test method according to IEC 60904-1.

3.0 MECHANICAL, VISUAL & ELECTROLUMINESCENCE (EL) CHARACTERISTICS:

- 3.1 The cells shall be of 'A' category without any Visual defects.
- 3.2 Cell should not have any edge chips or any visible crack or deep scratches.
- 3.3 Cell should not have any printing defects. Cells shall not have any misalignment (of bus-bars) on the either surface. Cells must have precise printing & superior silver contacts for ease of automatic soldering.
- 3.4 Cell should not have print shift, finger knots other printing defects of more than 0.5 mm on width and 3.0 mm on length.
- 3.5 Cell shall not have bus bar or grid line interruptions, finger print interruptions, finger breaks, stains or paste smudges on either surface etc.
- 3.6 Cells shall have homogenous Silicon Nitride coating. There shall not be any colour variations.
- 3.7 Bus line Silver shall not be tarnished or oxidized.

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		3.8 Cell shall not have Micro Crack, Dark Area, Dark Spot & Dead cell.		
COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		4.0 PACKING CONDITIONS: 4.1 Cell shall be vacuum / air tight packed with heat shrinkable sleeve or polythene / polypropylene sachets of not more than 125 cells per sachet. 4.2 Sachets shall be packed in foam / thermocol boxes with soft pads on both ends or in polyethylene foam packing to absorb transit handling shocks. 4.3 Packing of sachets shall be in carton boxes with soft spacers & bubble wrap. 4.4 The final packing shall be with suitable pallet for mechanised handling. 4.5 Manufacturer name, Cell type, Lot number, Wattage/ efficiency, Quantity, date of manufacture to be identified on each sachet. Total quantity of cells in each carton to be displayed. 4.6 Each pallets shall have marking of BHEL PO No. and item description etc. for traceability. 5.0 TEST CERTIFICATE / REPORTS / COC: 5.1 Each lot must be accompanied with routine Test Certificate, for the parameters described in clause from 1.04 to 1.08 of section 1.0. 5.2 Certificate Of Compliance (COC) for each point mentioned under section 1.0, clause no. 1.02 to 1.03, 1.09 to 1.13, section 3.0 & section 4.0 shall be provided along with each lot. 6.0 INSPECTION CRITERIA : 6.1 Visual inspection, Dimensional & Electrical characteristics : Single Sampling Plan as per ISO: 2859-1 / IS: 10673-1983, General Inspection Level - 2, AQL 0.65 6.2 Solder peel strength : Single Sampling Plan as per ISO: 2859-1 / IS: 10673-1983, Special Inspection Level - I, AQL 1.5 7.0 REMARKS 7.1 Options mentioned against Clause nos. 1.02 , 1.04 , 1.07, and typical values of Clause 2.0, shall be specified as per Doc No. SPV-4-02-00020 in the individual enquiries. Bidders to clearly specify the acceptance for each options in their offer as below.		
		ಕೆಂಪು ಕಲೇರಿ: ಬಿಎಚ್‌ಇಎಲ್ ಹೌಸ್, ಸಿರಿಫೋರ್ಟ್, ನವದೆಹಲಿ-110049 ಪಂಜೀಕೃತ ಕಾರ್ಯಾಲಯ: ಬಿಎಚ್‌ಇಎಲ್ ಹೌಸ್, ನವದೆಹಲಿ-110049, REGD.OFFICE : BHEL HOUSE SIRIFORT, NEW DELHI- 110049		

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8.0 BIDDER'S CONFIRMATION																																						
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<u>SILICON SOLAR CELL</u>																													
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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company. ಕೇಂದ್ರ ಕಛೇರಿ: ಬಿಎಚ್‌ಇಎಲ್ ಹೌಸ್, ಸಿರಿಫೋರ್ತ್, ನವದೆಹಲಿ-110049 पंजीकृत कार्यालय: बीएचईएल हाउस, नई दिल्ली-110049, REGD.OFFICE : BHEL HOUSE SIRIFORT, NEW DELHI- 110049																													

	SOLAR BUSINESS DIVISION	<u>TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING</u>	Solar Cells – Rev.00
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Ref.No: **SBD:TC:MOU:SPV:SOLAR CELLS/ MOU**



BHEL /SOLAR BUSINESS DIVISION / BANGALORE

**TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING (EXCEPT PRICE) FOR
SUPPLYING
Solar cells for PV Modules**

BETWEEN

M/s. BHEL /SOLAR BUSINESS DIVISION / BANGALORE - 560012

&

BHEL REGISTERED VENDORS

DOC REF: SBD:TC:MOU:SPV:SOLAR CELLS

PRODUCT: SOLAR CELLS FOR SPV MODULES

BIDDER'S SIGNATURE WITH SEAL

BHEL SBD

 	SOLAR BUSINESS DIVISION	<u>TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING</u>	Solar Cells – Rev.00
--	--	---	-----------------------------

Ref.No: **SBD:TC:MOU:SPV:SOLAR CELLS/ MOU**

1.0 GENERAL:

- 1.1 This Techno commercial MOU is signed for the supply of **SPV Solar cells (Multicrystalline / Mono Perc Cells)** as per the agreed specifications & commercial terms & conditions so that these details need not be discussed repeatedly for future supplies.
- 1.2 The various aspects covered in this MOU are as follows & it is agreed to follow the same without any deviation.
 - 1.2.1 Commercial Requirements as per GCC R0 & SCC R0.
 - 1.2.2 Technical Specification
- 1.3 The Bidder agrees to take no deviation while submitting the offer, other than deviations agreed by BHEL with %age of cost of withdrawal as agreed in TC-MOU.
- 1.4 Same cost of withdrawal will be loaded in quote at the time of evaluation of price in enquiry, however bidder can withdraw such deviation in offer at the time of enquiry.
- 1.5 If BHEL has any other requirement/deviation from the MOU for a particular enquiry, it shall be clearly given in the enquiry itself. Confirmation for that requirement/deviation alone is to be given by the bidder. All other terms & conditions shall be as per the MOU. Such deviations/requirements, if any, shall pertain to that enquiry alone and MOU shall be followed for all other enquiries unless otherwise specified
- 1.6 **In case of requirements for project/shop, BHEL shall invite offers for requirement of solar cells for project/shop for the option as accepted by the Supplier. Supplier shall submit their offer strictly as per the agreed terms and conditions of TC-MOU.**
- 1.7 If any deviation is taken in the technical, commercial & quality points in the offer submitted by Supplier, the **offer will not be accepted**. Any request for reevaluation will not be entertained.
- 1.8 This MOU shall be valid from _____.
- 1.9 The MOU shall stand valid for **One (01) years** from the date of finalization of the MOU. The MOU validity may be extended eve after the initial period of **One (01) years** if required by BHEL, with the consent of Bidder.

BIDDER'S SIGNATURE WITH SEAL

BHEL SBD

Item:
Tender Ref:
NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	% COST OF WITHDRAWL OF DEVIATION	PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION	REMARKS
-------	-----------------	----------	------------	--	-----------------------------------	----------------------------------	---	---	------------------------------	---------

TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE	

NOTES:

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

ENCLOSURE - 3

(To be filled up by the Bidder)

Ref. No.:

Date :

M/s Bharat Heavy Electricals Ltd.,
Solar Business Divison
Prof. CNR Rao Circle
Malleswaram
Bangalore - 560012

Attention: Shri

Dear Sir,

1. Having examined the TC-MOU documents against your Tender REF No **SBD:TC:MOU:SPV:SOLAR CELLS** dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the TC-MOU for, in connection with SUPPLY OF Solar cells (name of work & project site), we hereby submit our offer for the proposed TC-MOU in accordance with terms and conditions mentioned in the tender documents.

The price will be quoted by us in your price schedule format and as per the indicated delivery schedule.

2. If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement.

3. We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover (uploaded in website in case of e-procurement).

- a) Complete Techno-Commercial Offer.
- b) Priced copy of deviation sheet (cost of withdrawal) – Enclosure-2
- c) Any other documents (please specify).

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

	ELECTRO-PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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ANNEXURE-VII

NEFT Application Form

Vendors Name	
Vendor Address	
BANK NAME	
BANK BRANCH	
BANK ADDRESS	
BANK BRANCH CODE	
BANK 9 DIGIT MICR CODE	
BANK NEFT CODE(IFC)	
BANK SWIFT CODE	
BANK PHONE	
ACCOUNT NAME	
ACCOUNT TYPE	
ACCOUNT NO.	
PAN NO.	

	ELECTRO- PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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SERVICE TAX NO.	
TIN NO.	
E-MAIL ID	

Authorised Signatory Seal

Above details are to be submitted on company's letterhead. The details may either be attested by vendor's bankers or accompanied by a cancelled cheque leaf with IFSC code & A/c no. Printed on it.

Undertaking to report immediately any changes in the above to be submitted in company's letterhead.

	ELECTRO- PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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ANNEXURE-XIV

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT

AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s_____ hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Electroporcelains Division, Bangalore in connection with vide Tender Specification
No _____ dated _____

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____ , this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr _____ (Attorney)

Attested by:

Director/CMD/Partner/Proprietor

Witness

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

(To be submitted with the offer)

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

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

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

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

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

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

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

For and on behalf of,

Date:

Authorized Signatory
(With Company Seal & Signature)

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

Annexure-1(B)

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

(To be submitted with the offer)

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

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

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

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

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

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

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

For and on behalf of,

Date:

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
सोलर बिजनेस डिवीज़न /सोलर बिजनेस डिवीज़न / Solar Business Division.
बंगलुरु/बेंगलुरु/Bengaluru

Authorized Signatory
(With Company Seal & Signature)

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

For and on behalf of,

Date:

Authorized Signatory
(With Company Seal & Signature)
Firm Reg No:
Membership No.

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

Annexure-2(A)

(Applicable only for MSE Suppliers)
Certificate by Chartered Accountant on Letterhead
(as applicable)

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) _____ dtd: _____, Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5,2006:
Rs. _____ Lakhs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs _____ Lakhs The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name

Membership Number

Seal of Chartered Accountant with UDIN reference

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
ಸೋಲಾರ್ ಬಿಸಿನೆಸ್ ಡಿವಿಜನ್ /ಸೋಲರ ಬಿಜನಸ್ ಡಿವಿಜನ್ / Solar Business Division.
ಬೆಂಗಳೂರು/ಬೆಂಗಲೂರು/Bengaluru

Annexure-2(B)

(Applicable only for MSE Suppliers)
Certificate by Chartered Accountant on Letterhead
(as applicable)

This is to certify that M/s _____ (hereinafter referred to as 'enterprise') having PAN Number _____ and UDYAM Registration Number _____, registered office at _____ is falling under the category _____ (**Micro / Small / Medium**) under MSMED A c t 2006. (Copy of UDYAM Registration Certificate to be enclosed).

The said classification of _____ (**Micro / Small / Medium**) is arrived at based on the Notifications / guidelines / clarifications issued under Micro, Small and Medium Enterprises Development Act, 2006 including the notification S.O.2119 (E) dated 26th June 2020.

The Investment of the enterprise in Plant and Machinery or Equipment as at 31st March' 20__ as per Clause - 4 of the Notification is Rs. _____ (Rupees in Lakhs).

The turnover of the Enterprise for the period ending 31st March 2020 as per Clause - 5 of the Notification is Rs. _____ (Rupees in Lakhs).

Date:

(Signature)

Name

Membership Number

Seal of Chartered Accountant with UDIN reference

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
सोलर बिजनेस डिवीजन / सोलर बिजनेस डिवीजन / Solar Business Division.
बंगलुरु/बेंगलुरु/Bengaluru

Annexure-3(A)

(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)

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

Item Name	:	
Enquiry No.	:	
Project	:	

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

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

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

For and behalf of _____ (Name of the bidder)

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

Annexure-3(A)

**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)**

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

Item Name	:	
Enquiry No.	:	
Project	:	

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

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

Evidence of valid registration by the Competent Authority is attached.

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

For and behalf of _____ (Name of the bidder)

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

Annexure-4

**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)**

Sub: Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

Item Name	:	
Enquiry No.	:	
Project	:	

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

For and behalf of _____ (Name of the bidder)

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

	ELECTRO-PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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ANNEXURE-XII

FORMAT FOR NO DEVIATION CERTIFICATE

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

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

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

Dear Sirs,

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

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

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

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

Thanking you,

Yours faithfully,

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

	ELECTRO- PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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ANNEXURE-XIII

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification No:

2) All other pertinent issues till date

I / We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

	ELECTRO-PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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ANNEXURE XIX

NON DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, EPD on contract is confidential and that the nature of the business of the BHEL, EPD is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, EPD Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, EPD all documents and property of BHEL, EPD, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, EPD's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, EPD and are reasonable given the nature of the business carried on by the BHEL, EPD I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place:- _____

Date:- _____

Name

Company

(SIGNATURE)

	ELECTRO-PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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ANNEXURE XVIII

Vendor Particulars & Logistics Information

Vendor's particulars & logistics information (Bidder to give details against each of the provisions)

1. Name of the vendor's executive to deal with this tender / project:-
2. E-mail address of the contact person
3. Telephone no. of the contact person
4. Name of location from where the goods shall be offered for inspection and dispatch
5. Additional logistics information for Imports
6. Bid currency
7. Name of the load port where the goods are offered for Delivery on FOB terms
8. Name of Airport in the country of dispatch for FCA delivery terms
9. Additional freight over FOB price, for delivery on CFR named port in the country of destination, if the Seller decides to bid on CFR / CIF / CPT basis

	ELECTRO-PORCELAINS DIVISION	GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)	ANNEXURES Issued on 14.03.2017
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10. Numbers, Type & size of containers estimated for delivery of Tendered quantity (Applicable where the goods are to be sent in containers)
11. No. of Packages with cumulative gross weight and CBM volume (Applicable for break-bulk shipment)
12. Additional FOB cost for loading the cargo on-board in case of EX-Works or FAS delivery terms
13. Approx. distance in km. from Vendor's works to Port of loading
 - a Sea port
 - b Air port

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

Amrit L. Rao

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

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

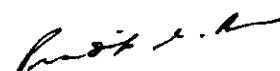
Pradip K. Roy

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

Ranith S. S.

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

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



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

Rudra C. Banerjee

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

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

Handwritten signature

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

Pratibha - B

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

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

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

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

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

FORMAT-7

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

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/ Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

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

Thanking you
Yours faithfully

Representative of BHEL

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

FORMAT-8

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

To,

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

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

Thanking you
Yours faithfully

Representative of the Stakeholder

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

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

Name and contact details of Conciliator(s)

a)

b)

c)

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

Yours faithfully,

Representative of BHEL

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

Encl: As above

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

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

_____. 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 Independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 IPC/ PC 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 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.

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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
