

**BHARAT HEAVY
ELECTRICALS
LIMITED
HIGH PRESSURE
BOILER PLANT,
TRICHY**

NOTICE INVITING TENDER (NIT)

DOCUMENT FOR SETTING UP GRID CONNECTED SOLAR PHOTO VOLTAIC (PV) PROJECT OF 1243 KWP(1165 KWP FOR BHEL- HPBP TRICHY AND 78 KWP FOR BHEL- BAP RANIPET) SOLAR ROOFTOP POWER PLANT UNDER BOOT MODEL THROUGH RENEWABLE ENERGY SERVICE COMPANY(RESCO) FOR A PERIOD OF 25 YEARS CONTRACT

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

Tender Enq. No. 9472600056/ 25.09.2026

NOTICE INVITING TENDER

1. BHEL/ HPBP (A Govt. of India Undertaking) invites Tender for Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at Bharat Heavy Electricals Limited, HPBP-Trichy & BAP-Ranipet.
2. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only. Interested vendors who do not have login ID and password are requested to register themselves on **<https://eprocurebhel.co.in>** through "Online Bidder Enrolment" link available on the portal.
3. **Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the "Seller Manual" available on the above-mentioned website**

For all clarifications/ issues related to the tender, please contact:

Commercial:

Mr. **K Prasath**, Sr.Engineer / Works Contract Management,
BHEL-HPBP, Trichy- 620 014.

E-MAIL: prasath@bhel.in

Ph. No. +91-431-257-1573

Technical:

Mr. **S Suresh**, DGM /Substation & Ancillaries
BHEL-HPBP, Trichy-620 014

E-MAIL: ssuresh@bhel.in

Ph. No. +91-431-257-1166

Mrs. **S.M. Kaviya**, Manager | HSE-Safety department,
BHEL | BAP | Ranipet - 632 406

Email: smkaviya@bhel.in

Tel: 04172 - 284792

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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1.	General Bid Information	
1.1.	Tender Reference Number:	9472600056 Dt : 25.09.2026
1.2.	Tender Name:	Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at Bharat Heavy Electricals Limited, HPBP, Trichy & BAP-Ranipet.
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Open Tender
1.5.	Duration of Contract	25 Years
1.6.	Qualifying Requirement	As per NIT Terms & Conditions
1.7.	Earnest Money Deposit to accompany Tender	₹ 20,00,000.00 (Indian Rupees Twenty lakhs only)
1.8.	Cost of Tender documents	NIL
1.9.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.10.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.11.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.12.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.13.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.14.	Tender Submission Place	Online at https://eprocurebhel.co.in
1.15.	Tender Opening Place	Online at https://eprocurebhel.co.in
1.16.	Dealing Officer (For any Clarifications)	Mr. ,K Prasath Sr Engineer Contract Management, BHEL-HPBP, Trichy- 620 014. E-MAIL: prasath@bhel.in Ph. No. 0431 257 -1573
1.17.	Reverse Auction	Not Applicable
1.18.	Bid participation note	Firms debarred/Banned by BHEL are not eligible to participate in the tender. Any bidder on whom Show Cause Notice / Risk & Cost action initiated/ implemented in last 2 years from tender opening date are not eligible for participation in this tender. The tender envelope submitted by such a firms/ bidder will not be considered for evaluation and no communication in this regard will be entertained.
1.19.	Integrity Pact	APPLICABLE (As per attached Format)

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1.20.	Clarity of clauses in case of conflict	In case of any conflict between the NIT and BHEL GCC, the provisions of NIT shall prevail.
1.21.	Pre Bid Meeting	A Prebid meeting shall be conducted on 30.09.2026 from 14:00 hrs -15:00 hrs. at BHEL HPBP Campus. Authorized contact person: For Trichy Mr. S Suresh, DGM/Substation & Ancillaries BHEL-HPBP, Trichy-620014 E-MAIL: ssuresh@bhel.in Ph. No. +91-431-257-1166 For Ranipet Mrs. S.M. KAVIYA, Manager/HSE, -Safety department, BHEL BAP Ranipet - 632 406 Email: smkaviya@bhel.in Tel: 04172 - 284792 Mobile: 94880 52739
1.22.	Site Visit	Site visit shall be open from the day of tender floating to the previous date of bid opening. Timing for the Visit is 09:30 Hrs to 16:30 hrs.

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CHAPTER-1: INTRODUCTION, BACKGROUND & PROJECT DETAILS

1.1. INTRODUCTION

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

1.2. BACKGROUND

As part of its initiatives towards transformation into a ‘Green’ Company, BHEL, Trichy & Ranipet has proposed to set up a *1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet* solar Rooftop Power plant solar PV Project.

1.3. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS SCHEME

The Project under developer mode will be free to procure solar cells/modules from Approved list of models and manufactures (ALMM) as published by ministry of new and renewable energy(MNRE) .

MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME

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

1.4. PROJECT DETAILS

- 1.4.1. BHEL-HPBP & BHEL-BAP has its factory premises in Trichy & Ranipet, Tamilnadu respectively intends to install 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) roof top solar PV on multiple roofs inside its factory/township premises.
- 1.4.2. The scope of work for setting up 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) roof top solar PV power plant under Developer model shall include but not limited to develop, design, construct, synchronize, commission, operate and maintain the 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) roof top solar PV power plant and selling the power to BHEL for period of 25 years in accordance with the terms of the PPA.
- 1.4.3. The project site is situated within BHEL-HPBP, Trichy & BHEL-BAP, Ranipet factory/Township complexes. The complete address of the project sites are as follows:
- 1) 1165 KWp Solar PV Plant proposed at Trichy:
Bharat Heavy Electricals Limited
High Pressure Boiler Plant(HPBP)
Tiruverumbur T.K, Trichy-620014.
- 2) 78 KWp Solar PV Plant proposed at Ranipet:
Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant(BAP)
Ranipet, Vellore-632 406.

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1.4.4. All the roofs are available inside factory/Township premises. At present, the roofs were selected based on their area availability and strength for execution of roof top solar on them. All the roof area RCC flat roofs.

The following roofs of buildings are considered for installation of 1165KWp roof top solar PV in BHEL-HPBP, Trichy:

SL No	Location	Service Connection Number	LT/HT/EHT	sanctioned MD	Proposed Roof Top Solar(RTS) installation	Proposed RTS as per service connection	Total feasible area for RTS Installation
					KW	KW	Sqmtr
1	Main Hospital	069094420036	HT-11KV	300kVA	250	250	6240
2	Civil Township office	06235001957	LT	22.19kVA	10	10	172.5
3	a)Coal research centre	069094420058	HT-11KV	500 KVA	30	85	360
	b)WRI admin Bldg				40		435
	c)CCDP				15		172.5
4	a)IC building	069094420012	EHT-132KV	13000 KVA	150	820	1620
	b)2 & 4 Building				40		975
	c)24 Bldg				35		900
	d)Main OHS				80		877.5
	e)Bldg 53				70		727.5
	f)HRDC Bldg				40		435
	g)Central Lab				70		727.5
	h)Bldg. 6 Annexe				60		615
	i)Bldg 108 Annexe				10		360
	j)Bldg 107 Annexe				70		727.5
	k)HRDC Hostel 1&2				130		1350
	l)Rockfort Hostel				20		225
	m)ET Hostel 2				30		360
	n)Cauvery GH				15		172.5

Total BHEL-HPBP, Trichy

1165KWp

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Google maps link for BHEL Trichy factory:

https://www.google.com/maps/@10.7658561,78.7901651,1317m/data=!3m1!1e3?entry=ttu&g_ep=EgoyMDI1MDEwNi4xIKXMDSOASAFQAw%3D%3D

Also Images shall be viewed at Annexure -G

The following roofs of buildings are considered for installation of 78KWp roof top solar PV in BHEL-BAP, Ranipet:

Sl No	Location	SC No	LT/HT	Roof Area (Sq.m)	Sanctioned MD (kW)/ Planned Solar installation(KW)	Billing scheme	Remarks
5a	BHEL RANIPET MAIN HOSPITAL	08-242-008-238	LTCT	2841.24	59/50	Monthly	RCC FLAT ROOF
5b	BHEL RANIPET GUEST HOUSE	08-242-008-410	LTCT	421.08	71/20	Monthly	RCC FLAT ROOF
5c	BHEL RANIPET CIVIL TOWNSHIP OFFICE	08-242-001-3	LTCT	142.48	8/8	Monthly	RCC FLAT ROOF
BHEL-BAP, Ranipet					78 KWp		

Google maps link for BHEL BAP factory:

https://www.google.com/maps/@12.9723519,79.2911622,275m/data=!3m1!1e3?entry=ttu&g_ep=EgoyMDI1MDEwNi4xIKXMDSOASAFQAw%3D%3D

Also Images shall be viewed at Annexure -G

* In case during execution, if any one of the above roofs will found unsuitable for installation, similar kind of alternate roof for installation will be provided. However, no addition cost will be given for change in roof location as all roofs are within factory premises only.

1.4.5. Presently the buildings are not accessible properly through ground except at few places. Hence, all the roofs shall be made accessible first by putting suitable permanent ladders by Bidder. The ladders to be provided from ground/Nearest Landing floor to the roof entrance as well as in the subsections for movement from one to another section during execution and O & M. Permanent ladders to be fabricated/constructed shall be as follows:

Height, slope, width of ladders will be depending upon roof and subsection heights. Bidder to submit design and drawing of permanent ladders to BHEL for approval before Installation at site. The installation of ladders shall be done before start of work on the roofs. No temporary ladders will be used during execution except wherever utmost necessary.

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STATUS FOR WATER PROOFING TREATMENT

Details regarding the completion of roof waterproofing treatment of Factory Buildings using APP membrane are furnished below for taking up the subject works. It may kindly be noted that the proposed solar panel installation shall be carried out without puncturing, cutting, or otherwise damaging the waterproofing membrane.

SL. No.	Location	Status water proofing treatment done using APP membrane
1	Main Hospital	Completed
2	Civil Township office	Work in progress
3	Coal research centre	Completed
	WRI admin Bldg	Completed
	CCDP	No roof leakage. Hence APP membrane was not laid
4	IC building	Completed
	2 & 4 Building	Completed except the area covered by Solar panels
	24 Bldg	Completed except the area covered by Solar panels
	Main OHS	Completed
	Bldg 53	Completed
	HRDC Bldg	Completed
	Central Lab	Completed
	Bldg. 6 Annexe	Completed
	Bldg 108 Annexe	No roof leakage. Hence APP membrane was not laid
	Bldg 107 Annexe	No roof leakage. Hence APP membrane was not laid

Further, owing to continuous climatic exposure and weathering, the laid APP membrane may require periodic maintenance/repairs, including possible relaying, approximately once every five years. Accordingly, the solar panels and supporting arrangements shall be planned and positioned in a manner that facilitates future access for inspection, maintenance, and waterproofing repair/relaying works without adversely affecting the integrity of the roofing system.

CIVIL, STRUCTURAL AND ROOF PROTECTION REQUIREMENTS

1. Pre-Installation Assessment and Joint Inspection

The SPD shall carry out a detailed feasibility study covering structural adequacy, roof condition, waterproofing, drainage, slope, cracks, shading and other site conditions before commencement of work.

A joint inspection of the roof shall be conducted with BHEL before installation, and the existing condition, including cracks, leakages, waterproofing condition and other defects, shall be jointly documented with photographs. This shall form the baseline for determining any subsequent damage.

2. Protection of Roof and Waterproofing

The SPD shall ensure that the installation, operation, maintenance and removal of the Solar PV system does not cause any damage to the roof slab, APP membrane, waterproofing treatment, roof sheeting, structural members or drainage system.

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Non-penetrative/ballasted mounting systems shall preferably be adopted. Drilling, puncturing or penetration of the roof slab or waterproofing membrane shall not be permitted without prior written approval of BHEL. Wherever approved penetrations are unavoidable, the SPD shall provide suitable permanent waterproofing and sealing compatible with the existing roof treatment.

Suitable protective pads/separation layers shall be provided below mounting structures, cable trays, supports and other equipment placed over treated roof surfaces to prevent abrasion or localized damage.

3. Structural Loading

The SPD shall ensure proper and uniform load distribution and avoid concentrated loading. The additional load due to the Solar PV system shall not exceed **75 kg/sq.m.**, unless otherwise specifically approved by BHEL based on structural assessment.

The mounting structure shall be designed considering applicable dead load, wind load and other structural safety requirements.

4. Drainage, Access and Maintenance

The Solar PV layout shall maintain the existing roof slope and drainage system and shall not cause obstruction or water stagnation.

Adequate clearances and maintenance pathways shall be provided for inspection, drainage cleaning and future waterproofing repairs. The installation shall, as far as practicable, be modular to facilitate dismantling and reinstallation of individual sections during roof maintenance.

The mounting height shall be suitable for inspection and maintenance and shall generally be **7 feet or as directed by BHEL**, subject to structural and wind load considerations.

5. Existing Roof Defects and Pre-Installation Works

Existing cracks and defects identified during the joint inspection shall be recorded separately. Rectification of pre-existing defects shall be undertaken only if specifically included in the scope.

However, any cracks, damage, leakage or deterioration caused or aggravated by the SPD's activities shall be rectified by the SPD at its own cost.

The SPD shall carry out all associated works required for installation, including clearing of vegetation, removal of obstructions, levelling and minor civil works, wherever required.

6. Roof Leakage and Damage

The SPD shall ensure **zero roof leakage attributable to the Solar PV installation** throughout the Contract Period, including in buildings having metal/other roof sheeting.

Any damage, leakage, seepage or waterproofing failure caused due to installation, operation, maintenance or removal of the Solar PV system shall be immediately rectified by the SPD at its own cost.

The rectification shall restore the affected roof/waterproofing system to a condition **equivalent to or better than its condition recorded during the pre-installation joint inspection**. The repair materials and methodology shall be compatible with the existing roof treatment and subject to BHEL's approval.

If the SPD fails to rectify the damage within the stipulated time, BHEL reserves the right to execute the work through another agency at the risk and cost of the SPD.

7. Periodic Inspection and Contract Period Responsibility

The SPD shall periodically inspect the health of the buildings and affected roof areas, including mounting supports, waterproofing, protective pads, roof penetrations and drainage arrangements.

The SPD shall remain responsible throughout the Contract Period for any structural damage, leakage, waterproofing failure, drainage obstruction or deterioration attributable to the Solar PV installation.

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8. Removal and Restoration

Upon expiry or termination of the Contract, the SPD shall remove the Solar PV system and restore all affected roof surfaces, waterproofing, roof sheeting and civil works to a condition equivalent to or better than the baseline condition recorded before installation.

All costs towards dismantling, repair, waterproofing restoration and rectification of damage caused by the Solar PV system shall be borne by the SPD.

9. Shading and Vegetation Management

The SPD shall ensure shadow-free operation of the Solar PV system for achieving the specified performance parameters.

The SPD shall identify shading obstacles during the feasibility study and shall carry out pruning/trimming of trees and vegetation, wherever required, after obtaining necessary approvals from BHEL/concerned authorities.

Periodic pruning and vegetation management required for maintaining optimum solar generation during the Contract Period shall be the responsibility of the SPD.

10. Approval and Responsibility

Before commencement of work, the SPD shall submit the proposed mounting methodology, layout, structural loading details, roof protection measures and details of proposed roof penetrations, if any, for BHEL's approval.

Approval or inspection by BHEL shall not relieve the SPD of its responsibility for the structural safety, roof integrity, waterproofing performance and overall suitability of the Solar PV installation.

Along with the offer the SPD shall submit building wise detailed design of the Solar PV installation w.r.t. Civil and structural Works considering the above given points. While evaluating, any suggestions / modifications provided by BHEL to ensure building structural and Roof protection shall be accepted & followed by the SPD.

1.5 OTHER TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR

1.5.1. Terms & Conditions to Employees by the Contractor:

- a) The contractor should follow and comply with Minimum wages, ESI, PF, Bonus and other statutory regulations as stipulated in Factories Act and other applicable State/ Central Governments' rules and regulations. PF Registration & ESI Registration to be obtained before start of work if already not registered.
- b) Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
 - **Pre-COD (Installation Phase):** Statutory ESI and PF compliance is strictly mandatory for all manpower deployed during construction, civil work, and commissioning will be the sole responsibility if the contractor (SPD / SPV).
 - **Post-COD (Operation & Billing Phase):** Since billing after Commercial Operation Date (COD) is strictly per unit of solar power generated (kWh), ESI/PF compliance verification for ongoing O&M staff will be managed by the respective indenting units as a mandatory prerequisite for processing monthly energy bills.
- c) In case, the contractor fails to make payment of wages to his/ her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

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- d) Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
- e) Biometric Entry/ Exit System for Contract Workmen:
- i. The Entry/ Exit of the employees engaged by contractor is to be regulated only through Biometric system.
 - ii. The Contractor initially will be issued with a temporary gang pass for his/ her employees for a period of ten days.
 - iii. The contractor should arrange photo coverage for all his/ her employees within the above stipulated time.
 - iv. The contractor has to submit FORM-I for all his/ her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail, including police verification certificate.
 - v. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/ exiting factory.
 - vi. The contractor should educate his employees in registering the attendance through the system.
 - vii. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
 - viii. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the Running bill/Security deposit of the contractor.
 - ix. If any contract employee loses his/ her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
 - x. The Contractor is totally responsible for the biometric cards issued to his/ her employee.
 - xi. The Contractor has to indemnify BHEL for all the damages and losses caused by his/ her employees.
 - xii. Successful bidders have to submit filled forms forwarded by BHEL HR, i.e. Form-III & Form-VII (shall be given with WO copy) & submit to ALC, Pondicherry for License before commencement of work.
 - xiii. The SPD shall ensure issuance of Appointment Letters and Wage Slips, wherever applicable under prevailing statutory requirements, to all contract labour engaged under the Contract.
 - xiv. Copies of Appointment Letters and Wage Slips shall be submitted to the BHEL Contract Cell/concerned authority as and when required. Submission of Wage Slips for the relevant wage period shall be mandatory for obtaining clearance/payment, wherever stipulated by BHEL.

1.4.2. Payment to employees engaged by the contractor:

- a) The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- b) The Contractor shall comply with the applicable provisions of New Labour code, Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
- c) Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in charge of contract operating department.
- d) Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry are paid to his employees only in their respective nationalized bank accounts by means of NEFT/RTGS/ IMPS.

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- e) The contractor should remit the salary/ wages of their workmen only through nationalized Bank, directly to the salary/ savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/ wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/ proof for Bank payment should be produced along with PF and ESI challans every month after COD.
 - f) No other mode of payment (hand payment/ account transfer other than salary or any other) is acceptable as salary.
 - g) The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan / training cost / accommodation cost/repayment due by the employee to us.
 - h) If the Contractor employs more than twenty employees / or as per the prevailing Labour Laws, has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
 - i) The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
 - j) Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
-

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CHAPTER-2: DEFINITIONS

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

1. **"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **"Affiliate"** shall mean a Company that, directly or indirectly,
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights of the other Company;
3. **"Appropriate Commission"** shall mean as defined in the PPA
4. **"Bidder"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company /Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
5. **"Bidding Company"** shall refer to such single Company that has submitted the response in accordance with the provisions of this NIT;
6. **"Bidding Consortium" or "Consortium"** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this NIT under a Consortium Agreement;
7. **"Capacity Utilization Factor (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity,
$$CUF = \left(\frac{XMWh}{Y MW \times 8766} \right) \times 100\%;$$
8. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
9. **"Company"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
10. **"Contracted capacity"** shall mean the AC capacity in MW contracted with BHEL for supply by the SPD to BHEL at the Delivery Point from the Solar Power Project;
11. **"Commercial Operation Date (COD)"** shall mean the date as defined in Clause no. 3.14, Section-III, Instructions to Bidders (ITB) of NIT Documents;
12. **"Contract Year"** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

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i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

13. **“Control”** shall mean holding not less than 51% of paid up share capital

14. **“Controlling shareholding”** shall mean not less than 51% of the voting rights and paid up share capital in the Company;

15. **“Day”** shall mean calendar day;

16. **“Effective Date”** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

17. **“Equity”** shall mean Net Worth as defined in Companies Act, 2013

18. **“Financial Closure or Project Financing Arrangements”** means arrangement of necessary funds equivalent to the total estimated project cost, by the Solar Project Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;

19. **“Group Company”** of a Company means

i. a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or;

ii. a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or;

iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.;

vi. Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company developing the Project;

20. **“Inter-connection point / Delivery Point”** shall mean the point at the grid substation designated by BHEL, where the power from the solar power Project is injected (including the dedicated transmission line connecting the solar power project with the interconnection point). For interconnection with grid and metering, the SPD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

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21. **“Joint Control”** shall mean a situation where control is equally distributed among the interested parties;
22. **“Letter of Intent”** or **“LOI”** shall mean the letter issued by Bharat Heavy Electricals Limited (BHEL) to the Selected Bidder for award of the Project;
23. **“Limited Liability Partnership”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
24. **“LLC”** shall mean Limited Liability Company;
25. **“Month”** shall mean calendar month;
26. **“Metering Point”** shall mean the location at which the Main, Check and Stand – By energy meters are connected to the grid through instrument transformers (voltage transformers and current transformers) and energy injected or drawn is measured
27. **“Paid-up Share Capital”** shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;
- i. Paid-up share capital includes:
- ii. Paid-up equity share capital;
- iii. Fully, compulsorily and mandatorily convertible Preference shares and
- iv. Fully, compulsorily and mandatorily convertible Debentures.
28. **“Parent”** shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member of Consortium developing the Project;
29. **“PPA”** shall mean the Power Purchase Agreement signed between the successful SPD and BHEL according to the terms and conditions of the standard PPA enclosed with this NIT;
30. **“Power Project”** or **“Project”** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Metering Point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to BHEL;
31. **“Project Capacity”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.
32. **“Project Commissioning”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the PPA;
33. **“Project Developer”** or **“Developer”** or **“Solar Project Developer (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by BHEL (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of project and signing of PPA.

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34. **“NIT document”** shall mean the bidding document issued by BHEL including all attachments, clarifications and amendments thereof vide NIT no. **Enquiry Number dated xx/xx/2026**

35. **“BHEL”** shall mean Bharat Heavy Electricals Limited, **HPBP** shall refer Trichy Complex & **BAP** shall refer Boiler Auxiliaries Plant – Ranipet

36. **“Selected Bidder”** or **“Successful Bidder”** shall mean the Bidder selected pursuant to this NIT to set up the Project and supply electrical output as per the terms of PPA;

37. **“Solar PV Project”** shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

38. **“STU or State Transmission Utility”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;

39. **“TOE”** shall mean Tender Opening Event;

40. **“Ultimate Parent”** shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

41. **“Week”** shall mean calendar week.

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CHAPTER-3: INSTRUCTIONS TO BIDDERS (ITB)

3.1. OVERVIEW OF NIT

- 3.1.1. Solar Power Developers (hereinafter referred to as SPD) selected by M/s BHEL, Trichy based on this NIT, shall set up **1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet)** Solar PV Projects on Build Own Operate and Transfer (BOOT) basis in accordance with the provisions of this NIT document and standard Power Purchase Agreement (PPA). PPA formats shall downloaded from BHEL portal <https://eprocurebhel.co.in/nicgep/app>.
- 3.1.2. M/s BHEL, HPBP & BAP shall enter into PPA for the project with successful SPD for a period of 25 years. The tariff payable to the Project Developer is fixed for 25 years. This shall be exclusive of GST but inclusive of all other statutory taxes, duties, levies, cess applicable as on the last date of bid submission.
- 3.1.3. It is clarified here that "Change in Law" means the occurrence of any of the following events after the last date of Bid submission resulting into any additional recurring/ nonrecurring expenditure by SPD or any income to SPD:
- The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
 - a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to apply such Law, or any Competent Court of Law;
 - the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Buying Entity;
 - any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project.
- 3.1.4. However, Change in Law shall not include:
- Any change in taxes on corporate income or any change in any withholding tax on income or dividends distributed to the shareholders of the SPD (if applicable), or any change on account of regulatory measures by the Appropriate Commission
 - **EMD as specified above must be paid & Tender without EMD will be summarily rejected and the Technical bid & price bid shall not be considered. (Note: There is no provision of EMD, PQC & Technical waiver for MSME/Startups vendor and EMD amount must be paid.)**
 - SPD is liable for all the risk involved in building, owing, operating and maintaining the solar power plant. BHEL shall not be liable for any third-party claim arising out of such work.
 - SPD has no inherent property rights in BHEL assets and cannot assign transfer, sublet or create any lien or encumbrance in/w.r.t BHEL asset.

3.2. RELIEF FOR CHANGE IN LAW

- 3.2.1. The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.
- 3.2.2. The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.
- 3.2.3. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing

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on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits.

- 3.2.4. No claim shall arise on M/s BHEL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. M/s BHEL does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- 3.2.5. Bidders shall submit their bid by offering a single tariff for the above project, which shall be applicable for all the 25 years.
- 3.2.6. If the Project is transferred or sold to a third party during its tenure, M/s BHEL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.
- 3.2.7. In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
- 3.2.8. In the event of any decrease in the recurring/ nonrecurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an application to the appropriate commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply with the above requirement, in case of any gain to the SPD, BHEL, Trichy shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.

3.3. OBTAINING NIT DOCUMENT

- 3.3.1. The NIT document can be downloaded free of cost from the website of GePNIC BHEL (Bharat Heavy Electricals Limited, HPBP, Trichy) Portal <https://eprocurebhel.co.in>.

Note: - Interested bidders have to download the NIT & other documents after logging into the GePNIC BHEL (Bharat Heavy Electricals Limited, HPBP, Trichy) Portal <https://eprocurebhel.co.in>.

- 3.3.2. The bids without EMD, shall not be considered for the bidding and such bids shall not be opened by BHEL.

3.4. BID SUBMISSION DATE AND BID OPENING DATE

- 3.4.1. The bidding methodology adopted for this Project shall be Single Stage Two bid system i.e. the Bidders shall upload their Project proposals (Both Techno-Commercial and Financial Bids within due date and time) in line with this NIT document.
- 3.4.2. The last date for submission of bids is indicated in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above.
- 3.4.3. Techno-Commercial bids shall be opened as per the schedule indicated on the Bid Information Sheet. Date of opening of financial bids shall be notified on BHEL's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

3.5. PROJECT SCOPE AND TECHNOLOGY SELECTION:

- 3.5.1. The SPD shall set up a Solar PV Power Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) Capacity including setting up of the evacuation network up to the BHEL building local switchgear panels.

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- 3.5.2. The roofs identified for the project shall be made available to the SPD by BHEL, given under “Right-to-Use based” to the SPD. The SPD shall set up a roof top Solar PV Power Project including setting up of the evacuation network up to the nearest electrical network owned by BHEL, on Build Own Operate & Transfer (BOOT) basis, at SPD’s own cost. The SPD shall also provide metering arrangement at/near the Delivery point as per the Tamilnadu DISCOM/CEA Metering Regulations, 2006 and its latest amendments.
- 3.5.3. The roofs shall not be used for any other purpose other than the purpose mentioned above.
- 3.5.4. All the necessary permits and licenses required for construction and operation of the Solar Power Plant shall be obtained by the SPD. The roofs for the Project shall be made available to the Project developer on ‘as-is where-is basis’, by BHEL through “Right-to-Use based on free of cost”.
- 3.5.5. The SPD shall make necessary arrangement for meeting water requirement for power project. The SPD shall make necessary arrangements for tapping water from the nearest water source available with BHEL. This water shall be provided on chargeable basis. SPD has to fix the water meters for the measurement in each tapping point separately on their own cost.
- 3.5.6. All permits and clearances required for setting up the Project including those required from State/central Government and local bodies shall be in the scope of the SPD. However, BHEL will arrange for the Connectivity Letter from concerned authorities to the SPD.

3.5.7 BILL OF QUANTITY

<i>SL No</i>	<i>BHEL UNIT</i>	<i>Plant Location</i>	<i>UOM</i>	<i>Approximate Quantity</i>
1	HPBP TRICHY	HPBP FACTORY.	KWH.	2,19,95,708.00
2		CCDP	KWH.	22,80,043.00
3		CIVIL TOWNSHIP BUILDING	KWH.	2,68,240.00
4		MAIN HOSPITAL	KWH.	67,06,009.00
		Total for BHEL HPBP Trichy	KWH.	3,12,50,000.00
1	BAP RANIPET	MAIN HOSPITAL	KWH.	17,09,479.00
2		GUEST HOUSE	KWH.	6,83,792.00
3		CIVIL TOWNSHIP OFFICE	KWH.	2,73,517.00
		Total for BHEL BAP Trichy	KWH.	26,66,788.00

The quantity mentioned in the BOQ/price bid may be subject to an increase or decrease of 25%.

Price to be quoted for Rate / KWH in price bid format provided separately in the NIC Portal.

The quantity mentioned above is for the total contract duration of 25 Years , However, payment will be done only for the actual quantity consumed during the billing period as per the metering.

The quantities mentioned in the BOQ/price bid are indicative and subject to a variation of $\pm 25\%$. Bidders must quote the rate in INR / kWh in the price bid format provided separately on the NIC Portal.

The stated quantity represents the total requirement over the 25-year contract duration. However, payment will be made based on actual energy consumed during each billing period, as per meter readings

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3.6 CAPACITY OF THE PROJECT:

- 3.6.7 Solar power Project shall be of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) capacity at delivery point i.e. at the interconnection point of 415V system at local switchgear panel of respective HPBP/BAP buildings.
- 3.6.8 The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B. It may be noted that the bidders are required to bid for the entire capacity of the Project and part capacity allocation is not envisaged in this NIT.

3.7 SELECTION OF SUCCESSFUL BIDDER:

The bidding shall be conducted through an 'e-bidding' Process and rate will be finalised through price bid opening in NIC Portal. Refer NIT for e-auction details.

3.8 CONNECTIVITY WITH THE GRID

- 3.8.7 The plant should be designed for interconnection with the existing 415V LV switchgear system at respective building in BHEL HPBP/BAP. Please refer the tentative AC SLD SINGLE LINE DIAGRAM (Annexure-L). During execution of the project, bidders are allowed to modify the SLD by adapting effective system with prior approval from BHEL.
- 3.8.8 The Direct Current (DC) from modules will be converted into Alternating Current (AC) by Inverters. The inverter outputs are connected to the Solar LT Panel and The Combined AC output will be connected to BHEL's Distribution Board installed inside the building. The main components of solar PV grid interactive power plants are
- I. Solar modules or array
 - II. Interconnecting Wiring
 - III. Inverter to convert DC voltage to AC voltage
 - IV. Inverter Output to Solar LT Panel MCCB
 - V. Solar LT Panel Output to Customer LT Panel
- 3.8.9 The maintenance of full system up to the Inter-Connection Points shall be the responsibility of the SPD.
- 3.8.10 Reactive power charges, if required, as per DISCOM/CERC/SERC regulations shall be payable by SPD as per provisions of PPA.
- 3.8.11 Metering arrangement of project shall have to be adhered to in line with relevant clause of PPA.

3.9 POWER GENERATION BY SOLAR PROJECT DEVELOPER

3.9.7 CRITERIA FOR GENERATION

- 3.9.7.1 The SPD will declare the minimum annual CUF of the Project at the time of submission of response to NIT as per the table at Annexure – J, which shall be allowed to be modified at the time of signing of PPA if the modified CUF is more than the minimum CUF as mentioned in Annexure – J. Thereafter, the CUF for the Projects shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than the CUF mentioned as per the table in Annexure – J.
- 3.9.7.2 SPD shall maintain generation so as to achieve annual CUF value as mentioned in the table as per Annexure – J till the end of the PPA duration of 25 years. The minimum CUF as mentioned for each year will, however, be relaxable by BHEL for that year to the extent of non-availability of grid for

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evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

3.9.8 SHORTFALL IN GENERATION

- 3.9.8.1 If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation as payable to BHEL and shall duly pay such compensation to BHEL / will be recovered from the amount payable to SPD.
- 3.9.8.2 The amount of compensation shall be equal to the difference in per unit rate payable by BHEL to DISCOM for the same period and the PPA tariff.
- 3.9.8.3 The determination of compensation shall as per terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.
- 3.9.8.4 If the SPD is not able to generate minimum energy corresponding to the annual CUF or CUF declared by the SPD on account of reasons solely attributable to the SPD continuously for three years, then the amount of compensation payable shall be doubled over the actual compensation payable for the third year.
- 3.9.8.5 If the SPD is not able to generate minimum energy corresponding to the annual CUF or CUF declared by the SPD on account of reasons solely attributable to the SPD continuously for five years then BHEL reserves the right to terminate PPA without notice and SPD shall cease to have rights on the power plant and shall immediately vacate the premises without any cost liability to BHEL.
- 3.9.8.6 However, this compensation shall not be applicable in the events of Force Majeure identified under the PPA with BHEL, affecting supply of solar power by SPD.

3.9.9 EXCESS GENERATION

As per the present guidelines of Tamilnadu Electricity Regulatory commission(TNERC), "Net-metering is adopted for domestic consumers and Net-feeding is adopted for all other category of L.T Consumers. In respect of H.T consumers, solar capacities under 1 – 999 kw are under net-feeding methodology and for solar capacities more than 1 MW, approvals are accorded for operating the solar PV plants under parallel operation mode by providing reverse power relays".

For all other service connection except factory service connection, Roof top solar power export is allowed as per present TNERC guidelines. BHEL HPBP Trichy having One ground mounted solar plants with the capacity of 7.5MWp and connected to factory service connection (069094420012) under parallel operation. Hence export of energy to state grid is not applicable for factory service connection.

The excess energy produced (Expected on Sundays/holidays) will be monitored **through Zero export controller**. For this, bidirectional meter shall be installed at incomer side, working with a maximum and minimum set point which can be configured through software. The zero export solution polls connected energy meters and inverters to determine the current load and help to use solar as per demanded load. This solution will throttle the power of solar inverters as per building load and there will be no Export to grid.

Below table shows applicability of energy export as per TNERC guidelines with respect to service connections.

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SL No	Location	Service Connection Number	LT/HT/EHT	sanctioned MD	Proposed Roof Top Solar(RTS) installation	Proposed RTS as per service connection	Applicability of Energy export to grid
					KW	KW	
1	Main Hospital	069094420036	HT-11KV	300kVA	250	250	Applicable
2	Civil Township office	06235001957	LT	22.19kVA	10	10	Applicable
3	a)Coal research centre	069094420058	HT-11KV	500 KVA	30	85	Applicable
	b)WRI admin Bldg				40		
	c)CCDP				15		
4	a)IC building	069094420012	EHT-132KV	13000 KVA	150	820	Not Applicable
	b)2 & 4 Building				40		
	c)24 Bldg				35		
	d)Main OHS				80		
	e)Bldg 53				70		
	f)HRDC Bldg				40		
	g)Central Lab				70		
	h)Bldg. 6 Annexe				60		
	i)Bldg 108 Annexe				10		
	j)Bldg 107 Annexe				70		
	k)HRDC Hostel 1&2				130		
	l)Rockfort Hostel				20		
	m)ET Hostel 2				30		
	n)Cauvery GH				15		

3.9.9.1 Not Applicable

3.9.9.2 While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption, in case at any point of time, the peak of capacity reached is higher than the rated DC capacity (1165 KWp) and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity.

3.9.9.3 BHEL BAP Ranipet planned to connect the proposed 78KWp Roof top solar plants in Buildings having LT/HT service connections wherein export of energy is allowed as per TNERC guidelines.

3.9.9.4 Wherever export is allowed, changing of existing meters to applicable Bi directional meters is in SPD Scope, SPD has to take up with respective authorities for change of meters.

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Power Factor (PF)

Power Factor (PF)

(a) For any Billing period Average power factor shall not to be less than 0.95 for roof top plant on monthly average basis, calculation of PF will be same as defined by

TNERC with latest revision.

(b) If 0.95 and above PF is not maintained by SPV for 2 consecutive months penalty of 1% of total energy charges of that plant for that month shall be deducted.

3.10 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

The Solar Project Developer is required to obtain necessary statutory clearances and permits from DISCOM/CERC/SERC as required for setting up the Solar rooftop PV Power Projects

3.10.1 All permits, clearances, licenses, and statutory approvals required for setting up, constructing, synchronizing, commissioning, and operating the Project, including those required from the Central Government, State Government, State Utilities (such as TANGEDCO), Chief Electrical Inspectorate (CEIG)/CEA, and all local municipal or panchayat bodies, shall be within the sole scope, risk, and cost of the SPD.

3.10.2. Upon receipt of a formal written request from the SPD, BHEL shall facilitate the procurement of the Connectivity Letter or grid parallel operation clearances from the concerned statutory authorities. BHEL's obligation in this regard shall be strictly limited to providing reasonable administrative facilitation, such as executing standard authorization letters, board resolutions, and signing application forms in its capacity as the registered Building Owner and/or Electricity Service Connection Owner.

3.10.3. All statutory fee payments, application fees, processing charges, security deposits, meter testing/calibration charges, infrastructure charges, and other levies required for setting up and regular operation of the Project shall be borne and paid solely by the SPD. In the event that any statutory authority, utility, or governing body imposes a mandatory condition that such payments must be processed and issued directly from the bank account of the registered Building/Service Connection Owner (BHEL), the SPD shall remit the exact required amount—including all applicable service charges, bank transaction fees, clearing charges, and associated taxes—into BHEL's designated bank account in fully cleared funds at least ten (10) business days prior to the statutory deadline for such payment.

3.10.4. BHEL shall process and issue the payment to the concerned authority only after verifying that the SPD's funds have been fully credited and cleared in the designated BHEL bank account. The SPD shall remain solely liable for any project delays, late fees, interest, liquidated damages, penalties, or rejection of permits/connectivity arising out of the SPD's delayed, partial, or incomplete remittance of funds. The SPD shall defend, indemnify, and hold BHEL harmless from and against any and all claims, financial losses, liabilities, or administrative consequences resulting from any breach of the payment or permitting timeline under this Clause.

3.11 EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE BANK GUARANTEES (PBG)

3.11.7 Earnest Money Deposit (EMD) of Rs. 20.00 Lakh in the form as follows and valid for 06 months from the Techno commercial bid opening date, shall be submitted by the Bidders along with their bid, failing which the bid shall be summarily rejected.

The EMD may be accepted only in the following forms:

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- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iii) Insurance Surety Bonds

In addition to above, the EMD amount in **excess of Rs. Two lakh** may also be submitted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee (As per format 6.4-B) in such cases shall be valid for atleast six months.

3.11.8 Performance Bank Guarantee (PBG): Bidder selected based on this NIT shall submit Performance Guarantee for a value of Rs. 85,94,850.00 /- for HPBP Trichy and Rs. 7,35,850.00/- for BAP Ranipet before signing of PPA or 21 days from the date of issue of letter of Intent (LOI) whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.4-A from the date of signing of PPA.

3.11.9 The Performance Bank Guarantee shall be submitted in two parts:

- A. **HPBP Trichy:** 1st part for an amount of **₹. 21,48,750.00 / -and 2nd part for an amount of ₹ 64,46,100.00/-** On submission and successful verification of Performance Bank Guarantee, the DD submitted towards EMD shall be returned by BHEL to the successful Bidder
- B. **BAP Ranipet :** 1st part for an amount of **₹1,83,750.00/ -and 2nd part for an amount of ₹5,51,100.00 /-.** On submission and successful verification of Performance Bank Guarantee, the DD submitted towards EMD shall be returned by BHEL to the successful Bidder.

3.11.10 The PBG shall be valid for the tenure of PPA on full/renewal basis. The PBG shall preferably be for full tenure of 25 years or shall be submitted in the break up tenure of 10 years +10 years and 5 years only with Auto extension of guarantee clause. The extension of expiry period shall be automatic and the bank guarantee extended for period of up to 25 years. The PBG shall have such provisions in the bank guarantees for automatic extension of the guarantee period.

3.11.11 The Bidder shall furnish the DD against EMD from any of the nationalized / scheduled banks. The SPD shall furnish the PBG from any of the Banks listed at Annexure-D.

3.11.12 The format of the PBG 6.4 A and 6.4 B shall be in the form as given and any deviation from the above Formats may result in rejection of the PBG and consequently, the bid/Project.

3.11.13 The SPD selected based on this NIT is required to sign PPA with BHEL within 30 days after the issue LOI. In case, BHEL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.15 of Chapter- 3 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then EMD shall be forfeited as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

3.11.14 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company/ Lead Member of the Bidding Consortium.

3.11.15 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

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3.11.16 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

3.11.17 After the bidding process is over, BHEL shall release the EMD of the unsuccessful Bidders within 15 days after PPA agreement with the Successful bidder. After completion of the tenure of the PPA as per terms, The PBG of SPD / SPV shall be returned to the SPD / SPV *on release of final month payment of final invoice subject to submission of No due certificate / SD claim refund form with the certification of the end user*

3.11.18 FORFEITURE OF EMD

The EMD shall be encashed by BHEL in following cases:

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

3.12 POWER PURCHASE AGREEMENT

3.12.7 BHEL shall enter into Power purchase agreement (PPA) with the Bidder selected based on this NIT. A format of Power Purchase Agreement to be executed between BHEL and the selected SPD as per Annexure-M. The terms & conditions are given in detailed in PPA format. Any contradiction in terms between Chapter-3 of this specification and PPA format terms & Conditions, PPA terms & conditions shall supersede. Bidder is requested to go through PPA format thoroughly and make their offer accordingly. The PPA shall be signed within 30 days of the date of issue of Letter of Intent (LOI)/Work order. The PPA shall be valid for a period of 25 years from the date of signing as per the provisions of PPA.

3.12.8 The Performance Bank Guarantee as per NIT, shall be submitted by the SPD prior to signing of PPA of the project. Before signing of PPA with the selected Bidder for the project. BHEL will verify the documents furnished by the Bidder at the time of submission of response to NIT including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the NIT Qualification Requirement and financial requirements mentioned elsewhere in NIT. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in anyway then the provisions contained in this NIT will be applicable.

3.12.9 Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and BHEL.

3.12.10 Successful bidders will have to submit the required documents to BHEL within 21 days from the issue of LOI. In case of delay in submission of documents beyond the 21 days as mentioned above, BHEL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

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- 3.12.11 Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LOI for the projects. In extraordinary cases of unavoidable delays on the part of BHEL in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.
- 3.12.12 In case of termination of agreement (premature or after completion of 25 years), the SPD will remove the assets from allocated area within 90 days, failing which, the infrastructure will be the property of BHEL. Cost of removal the assets shall be recovered from vendor PBG.

3.13 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- 3.13.7 The Project shall achieve Financial Closure within 03 (Three) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 01-09-2026, then scheduled Financial Closure date shall be 01-12-2026). At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the 100% tie-up of total cost indicated for the Project.
- 3.13.8 In case of delay in achieving above condition as may be applicable, BHEL shall encash Performance Bank Guarantees, unless the delay is on account of delay from BHEL, or due to Force Majeure as per PPA. An extension maximum of One Month from scheduled Financial Closure date can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1000/- per day per MW+18% GST. This extension will not have an impact on the Scheduled Commissioning Date of the Projects. Subsequent to the completion of deadline for achieving financial closure, BHEL shall issue notices to the SPD of not meeting the requirements of Financial Closure as per the NIT deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above-mentioned payment of INR 1,000/ MW/ day+18% GST. In case of non-submission of either the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, BHEL shall encash the PBG of the SPD and terminate the PPA. The amount of INR 1000/ MW/ day+18% GST shall be paid by the SPD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by BHEL.
- 3.13.9 Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year RBI Repo rate/annum +18% GST on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.
- 3.13.10 The SPD will have to submit the required documents to BHEL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, BHEL, shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.
- 3.13.11 No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD/Bidder by BHEL.

3.14 COMMISSIONING

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

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I. PART COMMISSIONING

There shall be no Part Commissioning allowed for the Project.

II. COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGE FOR DELAY IN COMMISSIONING

The project shall be commissioned within 3 months from the effective date of PPA. In this regard, BHEL will physically inspect and certify successful commissioning of the Project. In case of failure to achieve any of the milestones, provisions of PPA as mentioned below shall apply:

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

FOR HPBP Trichy

- a) Delay in commissioning beyond the scheduled commissioning date up to one month (30 Days) – part-1 of the PBG amounting to ₹ 21,48,750.00 /- (Rs 71,625.00 /- X 30 days) Will be encashed, proportionally calculated on per-day basis.
- b) Delay of more than one month and up to three months (60 days) : BHEL will encash the remaining PBG Part- II amounting to ₹ 64,46,100.00/- (Rs.1,07,435.00/- X 60 Days), proportionally calculated on per day basis for delay up to another two months.

FOR BAP Ranipet

- a) Delay in commissioning beyond the scheduled commissioning date up to one month (30 Days) – part-1 of the PBG amounting to ₹ 1,83,750.00/- (₹6,125.00/- X 30 days) will be encashed, proportionally calculated on per-day basis.
- b) Delay of more than one month and up to three months (60 days) : BHEL will encash the remaining PBG Part- II amounting to ₹ 5,51,100.00 /- (₹9,185.00/- X 60 Days), proportionally calculated on per day basis for delay up to another two months.

Common clauses for both HPBP Trichy and BAP Ranipet

- c) In case of part or full encashment of PBG as per NIT conditions, the PBG shall be replenished to the full amount as per NIT. All the charges for the replenishment/renewal shall be borne by the SPD.
- d) In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 6 months from effective date of PPA, BHEL reserves the right to terminate the PPA and cancel the Project.
- e) For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

iii. EARLY COMMISSIONING

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

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iv. COMMERCIAL OPERATION DATE (COD)

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

v. Handover & End-of-Term Clause

Upon completion of the 25-year contract period, the Contractor has to completely dismantle, pack, and clear the entire solar installation, restoring the rooftops to their original condition at the Contractor's sole cost and need to obtain the end user certification.

3.15 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER (SHAREHOLDING PATTERN)

- 3.15.1 The Bidder shall provide complete information in their bid in reference to this NIT about the Promoters and upon issuance of LoI, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with BHEL.
- 3.15.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to NIT till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 3.15.3 Following shall not be considered as change in shareholding as mentioned above:
- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - d. Transfer of shares within the members of Promoter Group.
 - e. Transfer of shares to IEPF.
 - f. Issue of Bonus Shares
- 3.15.4 In case of SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the COD, except with the prior approval of BHEL.
- 3.15.5 In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 3.15.6 In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (One) year from the COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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- 3.15.7 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 3.15.8 Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to BHEL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of BHEL, subject to the condition that, the management control remains within the same group of companies.
- 3.15.9 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per MW +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to BHEL.

3.16 STRUCTURING OF THE BID SELECTION PROCESS

The bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to NIT. Single stage, two bidding followed by Price Bid opening. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this NIT online. The preparation of bid proposal has to be in the manner described in Clause 3.19. Detailed instructions to be followed by the bidders for online submission of response to NIT are stated at Annexure–E.

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

1. Covering Letter as per Format 6.1.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per Format 6.2. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. Earnest Money Deposit (EMD).
4. Format for Financial Requirements as per Format 6.3 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
5. Performance Bank Guarantee (to be submitted by the successful bidder at the time of signing of PPA) in the form as per Format 6.4.
6. Board Resolutions, as per prescribed formats enclosed as Format 6.5 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to NIT and in the event of selection of the Project, to sign the PPA with BHEL and Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

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b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

7. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.6 along with Board resolution from each Member of the Consortium for participating in Consortium.

8. Declaration by the Bidding Company for the Proposed Technology break-up as per Format 6.7.

9. Disclosure as per Format 6.8.

10. Covering letter as per Format 6.9.

11. Format for Technical Criteria as per Format 6.10 in line with Clause No. 3.17, Section-III, Instructions to Bidders (ITB) of NIT

12. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

13. No Deviation Certificate as per mentioned in Format – 6.11

14. Preliminary estimate of Cost of the solar PV Project as per Annexure-H.

15. Attachments

a. Memorandum of Association, Article of Association and Certificate of Incorporation of the Bidding Company/all member Companies of the Bidding Consortium needs to be attached along with the bid. The Bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

b. In case, there is no mention of the above provisions in the MOA/ AOA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder. • If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MOA/ AOA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

c. Copy of the NIT document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.

d. A certificate of shareholding of the bidding company duly certified by a practicing Chartered Accountant/ Company Secretary as on the bid submission date.

e. Documents containing information about the Promoters and their shareholding in the Company to BHEL indicating the controlling shareholding as on 7 days prior to last date of bid submission, at the stage of submission of response to NIT to BHEL as per Clause 3.19 of Section-3 The bidder shall be required to submit a certificate indicating shareholding patterns of its Parent Company and Ultimate Parent Companies too (if

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Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

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any), as on the date 7 days prior to the last date of bid submission, duly certified by a practicing Chartered Accountant/ Company Secretary.

f. Certified copies of annual audited accounts for the last financial year, i.e. FY 2025-26, In case of a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account as on 7 days prior to bid submission, Schedules and cash flow statement supported with bank state

3.17 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

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

3.18 NON-RESPONSIVE BID

The electronic response to NIT submitted by the bidder to BHEL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to NIT shall be checked for compliance with the

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submission requirements set forth in this NIT. Any of the following conditions shall cause the Bid to be "Non-responsive":

- a. Non-submission of EMD in acceptable form along with NIT document.
- b. Response to NIT not received by the due date and time of bid submission;
- c. Non-submission of the original documents by due date and time of bid submission;
- d. Any indication of tariff in any part of response to the NIT, other than in the financial bid.
- e. Data filled in the Electronic form of financial bid not in line with the instructions mentioned in the same electronic form.
- f. In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this NIT, then all these bids submitted shall be treated as nonresponsive and rejected.

3.19 METHOD OF SUBMISSION OF RESPONSE TO NIT BY THE BIDDER

A. Documents to be submitted Online

1. Detail instructions to be followed by the bidders for online submission of response to NIT as stated as Annexure-E. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.
2. All documents in response to NIT submitted online must be Signed/ digitally signed on <https://eprocurebhel.co.in> which should contain the following:

Technical Bid (First Envelope):

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

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

Financial Bid (Second Envelope):

Bidders shall submit the single Financial Bid.

The tariff bid shall have to be filled online in the Price Bid Format provided at the GePNIC BHEL (Bharat Heavy Electricals Limited, HPBP) Portal.

Important Note:

- i. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii. The Bidder submits the online documents on GePNIC BHEL (Bharat Heavy Electricals Limited, HPBP) Portal within the bid submission deadlines.

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3.20 NOTICE BOARD FOR DISPLAY

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

- 1) 1165 KWp Grid Connected Solar Roof Top PV Project for supply of power to BHEL HPBP, Trichy.

Operated by

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

LOCATION:

BHEL HPBP, TRICHY COMPLEX, TRICHY-620 014

- 2) 78 KWp Grid Connected Solar Roof Top PV Project for supply of power to BHEL BAP, Ranipet.

Operated by

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

LOCATION:

BHEL BAP, RANIPET.

3.21 VALIDITY OF THE RESPONSE TO NIT

The Bidder shall submit the response to NIT which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to NIT ("Bid Validity"). BHEL reserves the right to reject any response to NIT which does not meet the afore mentioned validity requirement.

3.22 BID PREPARATION COST

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

3.23 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

- 3.23.1** Bidders are advised to acquire full knowledge of the NIT, Scope of work, Place of work, Site conditions of the work, working hours, work permit, minimum manpower to be deployed, Labour License, Payment terms & conditions; Payment of Wages, Bonus, PF, ESI as per statute / BHEL norms etc., distribution of PPEs & Uniforms, etc.
- 3.23.2** Clarifications/ Doubts, if any, on NIT document may be emailed to the members as listed elsewhere in the NIT.
- 3.23.3** BHEL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and BHEL response will be uploaded in the website <https://eprocurebhel.co.in> If necessary, amendments, clarifications, elaborations shall be issued by BHEL which will be notified on BHEL/ GePNIC BHEL Portal e-procurement portal. No separate reply/ intimation will be given for the above, elsewhere.
- 3.23.4** Bidders are advised to obtain all kinds of clarifications before closure of bidding. Once bidding is closed or Technical Bids are opened, NO CLARIFICATION(S) / QUERIES IN ANY FORM SHALL BE PERMITTED.

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3.23.5 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet. Enquiries/ Clarifications may be sought by the Bidder from the details given in NIT above.

Name of the Authorized Person of BHEL	Contact details
For Trichy	Mr. S Suresh, DGM/Substation & Ancillaries BHEL-HPBP, Trichy-14 E-MAIL: ssuresh@bhel.in Ph. No. +91-431-257-1166
For Ranipet	Mrs. S.M. KAVIYA, Manager/HSE, - <i>Safety department</i> , BHEL / BAP / Ranipet - 632 406 Email: smkaviya@bhel.in Tel: 04172 - 284792 / Mobile: 94880 52739

- 3.23.6 Clarification(s) / queries raised by the bidder after closure of bidding and before evaluation of the Technical Bids may lead to disqualification of his bid. Price bid of such disqualified bidder shall not be opened and EMD of such disqualified bid shall be forfeited. Tender evaluation shall be continued with remaining bidders.
- 3.23.7 Clarification(s) queries raised by the bidder after opening of Price Bids may lead to disqualification of his bid and EMD of such disqualified bid shall be forfeited.
- 3.23.8 If any bidder raises clarification(s) / queries after opening of Price Bids, offer of such bidder shall be disqualified and disciplinary action against such disqualified bidder shall be initiated as per BHEL Rules. However, Tender evaluation shall be continued with remaining bidders as per BHEL Rules.

3.24 RIGHT OF BHEL TO REJECT A BID

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

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CHAPTER-4: PRE-QUALIFICATION CRITERIA FOR BIDDERS

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

4.1 GENERAL ELIGIBILITY CRITERIA:

4.1.1 ***Earnest Money Deposit (EMD) of ₹20,00,000.00/- (20 lakhs) shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.***

4.1.2 Site visit certificate. It is mandatory for all bidders to undertake site visit before submitting their bids and submit the Site Inspection & Visit Certificate as per format 6.12 The purpose of the site visit is to provide the bidders with a comprehensive understanding of the site requirements and the conditions that may affect the execution of the work. The offers which does not contain the site visit certificate will be rejected.

Bidders are required to arrange their own site visit and cover all costs associated with it. The site visit schedule and contact details of the authorized personnel to be contacted for scheduling the site is as below:

Site visit shall be open from the day of tender floating to the previous date of bid opening.

Timing for the Visit is 09:30 Hrs to 16:30 hrs.

Authorized contact person: a) Mr. S Suresh, DGM/Substation and Mr.T Aaruyir Yogaa, Sr.Manager/Civil Factory for BHEL-HPBP, Trichy

b) Mrs. S.M. KAVIYA, Manager for BHEL-BAP, Ranipet.

Bidders must ensure that they have obtained all necessary information and have a complete understanding of the site requirements before submitting their bids. BHEL will not entertain any requests for clarification or modification of the tender document after the bid submission deadline. By submitting their bids, bidders acknowledge that they have undertaken a site visit and have a complete understanding of the site requirements

4.1.3 Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable.

4.1.4 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this NIT has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 6.6).

4.1.5 In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case the foreign company participating as a member of consortium, the clause no. 4.1.8 mentioned below shall be applicable.

4.1.6 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC

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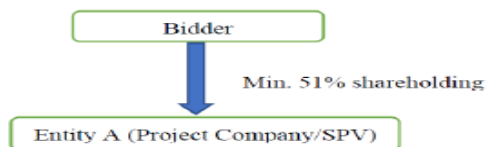
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fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with BHEL, EMD of such Bidders shall be forfeited.

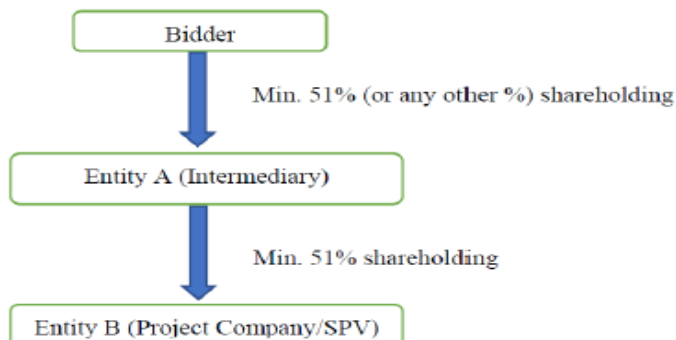
Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.

- 4.1.7 Limited Liability Partnership (LLPs) are not eligible for participation.
- 4.1.8 A Bidder which has been selected as Successful Bidder based on this NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. A Bidder which has been selected as Successful Bidder based on this NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- 4.1.9 Any consortium, if selected as Successful Bidder for the purpose of supply of power to BHEL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement before signing of PPA with BHEL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to NIT. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to NIT up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of BHEL, subject to the condition that, the management control remains within the same group of companies.
- 4.1.10 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- 4.1.11 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 4.1.3 and 4.1.6 above should be an immediate 51% subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



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

4.2 TECHNICAL ELIGIBILITY CRITERIA

4.2.1 Under this NIT, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.7. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to NIT can be changed at the time of Financial Closure.

4.2.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 3.13 Section-3 under the sub title "Financial Closure" in Section-III, Instructions to Bidders (ITB) of NIT. The undertaking shall be submitted as per enclosed Format 6.9.

4.2.3 Detailed technical parameters for Solar PV Projects to be met by SPD are at Annexure-B

4.2.4 The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the "Approved List of Models and Manufacturers" as published by MNRE updated as on the date of signing of PPA for the Project.

4.2.5 The Projects shall also comply with the criteria for power generation detailed in Clause No. 3.9.

4.2.6 *The bidder should have established and completed at least one year of Operation & Maintenance (O&M) through RESCO model for in the last 07 (Seven) Financial Years prior to the bid submission deadline:*

- One rooftop solar power plant Capacity of minimum **720 kWp** capacity each; **(OR)**
- Two rooftop solar power plants Capacity of minimum **500 kWp** capacity each; **(OR)**
- Three rooftop solar power plants Capacity of minimum **360 kWp** capacity each.

(Note: The above required capacity must be under a single order/contract in each case.

The bidder shall furnish a copy of the Work Order (WO) / Purchase Order (PO) / Letter of Award (LOA) / Power Purchase Agreement (PPA) as proof of establishment, along with an Operation & Maintenance (O&M) proof with work completion/ execution /experience certificate from the end customer for the period mentioned above

4.2.7 In case of the Bidder being a Bidding Consortium, any Member may provide the above work completion certificate and experience certificate on behalf of the Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s) for submitting the above documents on the behalf of its affiliate(s)

4.2.8 Failure to provide the documents mentioned at above Clause shall lead to rejection of the offer.

4.2.9 BHEL reserves the right to verify the PQC documents submitted by vendors with the original issuer and may reject the vendor if not found proper.

4.3 FINANCIAL ELIGIBILITY CRITERIA

4.3.1 NET-WORTH

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- a. The Net Worth of the Bidder should be equal to or greater **than ₹248.60 lakhs**, as on the last date of previous Financial Year, i.e. FY 2025-26 or on the date (i.e. NIT opening date).
- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the NIT.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- d. Net worth means the sum total of the paid-up share capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

4.3.2 LIQUIDITY / TURNOVER (REVENUE FROM CUSTOMER)

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

- a. A minimum annual average turnover of **₹ 497.20 lakhs** during the last three financial years, i.e., 2025-26, 2024-25, and 2023-24. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a **Line of Credit** for a minimum amount of **₹310.75 Lakhs**, towards meeting the working capital requirement of the project quoted under this NIT. Such letter can also be obtained by the Affiliate(s) of the Bidder.

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

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

4.3.5 A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2025-26, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

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

4.3.6 Deleted

4.3.7 Deleted

4.3.8 In case the response to NIT is submitted by a Consortium, then the financial requirement (both the Net-Worth and Turnover requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 5MW, then, total Net-Worth to be met by the Consortium is Rs. 248.60 Lakhs. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 174.02 Lakhs and to be met by Consortium Member B would be Rs. 74.58 Lakhs. Similar methodology shall be followed for computation of turnover and other liquidity requirement.

4.3.9 **Document required for meeting Financial Eligibly Criteria :** Any document issued by a Chartered Accountant / Cost Accountant indicating the turnover for the relevant period shall be submitted along with the bid. Such documents must be duly signed by the Chartered accountant / Cost Accountant and shall bear his/her seal, name, firm name, Membership Number, FRN Number, UDIN, the capacity in which he/she is signing (Proprietor/Partner), along with the date and place of signing. In case the bidder submits Audited Balance Sheet and Profit & Loss Account statements for the relevant financial year(s), the same must be signed by the owner and should be accompanied by the corresponding Audit Report with valid UDIN mentioned on it. For Net worth, certificate issued by a Chartered Accountant indicating the Net Worth as on 31.03.2023, 31.03.2024, 31.03.2025 with valid UDIN shall be submitted along with the bid.

Explanatory Notes for the PQC (Pre-Qualification Criteria):

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover **PQC** above along with all annexures.
- ii. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover as above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- iii. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
- iv. Credentials furnished by the bidder against "**PRE-QUALIFYING CRITERIA**" shall be verified from the issuing authority for Its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

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Note:

1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer.
2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender.
3. At any stage, BHEL may ask for original documents and contractor has to submit the same. copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, GeM Policy / Procedural Actions in whatsoever manner as deemed fit.
4. All the above conditions should be met by bidder firm only, not by any associate firm. Experience proof from BHEL shall contain work order copies. For experience other than BHEL, the bidding firms shall submit the work order copies and its completion certificates along with necessary documentary evidence to prove the desired experience.
5. The value of number of work orders allocated against same enquiry to a contractor will be considered as single work order value for qualifying purpose. Details of enquiry and the work orders linked to that enquiry shall be clearly indicated. There shall be sufficient document proof to ensure that the Work Orders submitted are against a single enquiry. BHEL reserves the right to accept the documents based on verification.
6. For consideration of running work order, the value completed on last day of month, previous to the one in which applications are invited will be considered based on certification of executing authority. Work completion certificate shall be submitted in this regard.

- **This tender and the resulting contract shall be governed by the Occupational Safety, Health and Working Conditions Code, 2020, and the rules notified thereunder on 21.11.2025. Compliance with Section 2(p) regarding Core/Non-Core activities is mandatory.**
- **The nature of work does not constitute a regular core activity of the establishment as defined under Section 2(p) of the OSH Code, 2020**

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

CHAPTER-5: BID EVALUATION AND SELECTION OF PROJECT DEVELOPER

5.1 BID EVALUATION

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

5.2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS

5.2.a FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)

- i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by BHEL whose required documents as mentioned at **Clause No. 3.19** of this NIT are received on or before the due date and time of bid submission.
- ii. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected.
- iii. Subject to **Clause No. 3.17** of this NIT, BHEL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the NIT. During the examination of the bids, BHEL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by BHEL within 07 (seven) days from the date of such intimation from BHEL.
- iv. All correspondence in this regard shall be made through email/ BHEL e-procurement portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. BHEL shall not be responsible for rejection of any bid on account of the above.
- v. The response to NIT submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per NIT.

5.2.b SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)

- i. In this step, evaluation of Techno-Commercially Qualified Bid for the project shall be done based on the "First Round Tariff Bid" quoted by the project by the bidders in the Price Bid Format of Financial Bid. Second Envelope (containing First Round Tariff) of only those bidders shall be opened for the project whose technical bids are found to be qualified.
- ii. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) per project and quoting a single tariff per kWh for the project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

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- iii. For e.g., if the Bidder has submitted their bids for the Project, then the bidder must quote tariff for the project as per the price bid format on BHEL e-procurement portal.
- iv. In this step, evaluation will be carried out for the Project based on tariff quoted by Bidders
- v. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the project for the next stage, opening of the financial bid of the bidder will be at the discretion of BHEL. Thereafter, BHEL will take appropriate action as deemed fit.
- vi. If the first-round tariff quoted is same for two or more Bidders for the project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- vii. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.
- viii. Quoted Tariff must be applicable for sale of Solar Power to BHEL. Bidder to provide the Quoted Tariff up to 2 decimal places.
- ix. Quoted Tariff shall be fixed for complete PPA tenure.
- ix. The above Quoted Tariff is inclusive of all applicable Taxes and duties. However, if any new change in tax/duty is affected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on the Power Producer.

5.3 REVERSE AUCTION (STEP - 3) Not Applicable: BHEL will finalize the rates through Price bid in NIC portal without Reverse Auction.

5.4 SELECTION OF SUCCESSFUL BIDDERS

- 5.4.1** The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) for the project.
- 5.4.2** At the end of selection process, a Letter of Intent (LOI) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium. In all cases, BHEL's decision regarding selection of Bidder through Price bid opening or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders for the project.

5.5 LIMITATION OF LIABILITY

- 5.5.1** Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. Neither party liability for any direct damages resulting from its performance or failure to perform here under shall not exceed the total contract price.
- 5.5.2** However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the bidder, or to any obligation of the bidder to indemnify the BHEL with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.
- 5.5.3** **In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

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"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22 05-2018".

5.6 ARBITRATION & CONCILIATION CLAUSE: (Also refer clause 21 of GCC Chapter -7)

- 5.6.1** The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
- 5.6.2** The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof
- 5.6.3** Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed mutually by both the parties." Appointment by head of one of the parties has been deemed illegal by Supreme Court in various judgments.
- 5.6.4** The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 5.6.5** Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Bangalore.
- 5.6.6** The cost of arbitration shall be borne as per the award of the Arbitrator.
- 5.6.7** Subject to the arbitration in terms of above clause, the courts at Trichy, Tamilnadu State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 5.6.8** Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

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

(a)IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SL No	IEM	Email
1	Dr. Sarat Kumar Acharya Acharya, Ex-CMD, NLC,	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/Three part 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.

(c)Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below..

Details of contact person(s):

<i>(1) Name: R Rohith</i> <i>Designation: AGM</i> <i>Dept.: Works Contracts Management</i> <i>Address: Bldg. 24, 3rd Floor, HPBP, BHEL Trichy-14</i> <i>Phone: 0431-2575739</i> <i>Email: rohith@bhel.in</i>	<i>(2) Name: K Prasath</i> <i>Designation: Sr. Engineer</i> <i>Dept.: Works Contracts Management</i> <i>Address: Bldg. 24, 3rd Floor, HPBP, BHEL Trichy-14</i> <i>Phone: 0431-2571573</i> <i>Email: prasath@bhel.in</i>
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Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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CHAPTER-6: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the NIT. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the NIT.

- I. *FORMAT-6.1: Format of Covering Letter*
- II. *FORMAT 6.2-A: FORMAT FOR POWER OF ATTORNEY IN CASE OF CONSORTIUMS*
- III. *FORMAT 6.2-B: POWER OF ATTORNEY for SUBMISSION OF TENDER*
- IV. *FORMAT 6.3 FORMAT FOR FINANCIAL REQUIREMENT*
- V. *FORMAT 6.4-A: FORMAT FOR PERFORMANCE BANK GUARANTEE (in lieu of SECURITY DEPOSIT) FOR SOLAR PV PROJECT*
- VI. *FORMAT 6.4-B FOR PERFORMANCE BANK GUARANTEE (in lieu of EARNEST MONEY FOR SOLAR PV PROJECT*
- VII. *FORMAT 6.5 FORMAT FOR BOARD RESOLUTIONS*
- VIII. *FORMAT 6.6: FORMAT FOR CONSORTIUM AGREEMENT*
- IX. *FORMAT 6.7: DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY BREAK-UP*
- X. *FORMAT 6.8 FORMAT FOR DISCLOSURE*
- XI. *FORMAT 6.9 FINANCIAL PROPOSAL*
- XII. *FORMAT 6.10 FORMAT FOR TECHNICAL CRITERIA*
- XIII. *FORMAT 6.11: "NO DEVIATION" CONFIRMATION*
- XIV. *FORMAT 6.12- SITE INSPECTION & VISIT CERTIFICATE*
- XV. *FORMAT 6.13 FORMAT FOR NETWORTH*
- XVI. *FORMAT 6.14 TECHNO-COMMERCIAL BID APPLICATION*
- XVII. *Format 6.15 BIDDER INFORMATION*
- XVIII. *Format 6.16 CHECKLIST OF ENCLOSURES*
- XIX. *Format 6.17: BIDDER DECLARATION – I*
- XX. *Format 6.18 BIDDER DECLARATION - II*
- XXI. *Format 6.19 PPP-MII Format*
- XXII. *Format 6.20 DEVIATION SHEET*
- XXIII. *Format 6.21 CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS.*
- XXIV. *Format 6.22 for E-payment*
- XXV. *Format 6.23 Integrity Pact*

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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FORMAT 6.1 FORMAT FOR COVERING LETTER

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

From: _____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

Date: _____

Reference No: _____

To

AGM (WCM)

BHEL-HPBP

Trichy, Tamilnadu- 620 014.

Subject: Response to NIT No-----dated ----- for development of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) Solar Roof Top PV Project

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the NIT including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to BHEL, hereby submit our response to NIT. We confirm that in response to the aforesaid NIT, we, including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted more than one response to NIT including this response to NIT. We are submitting application for Setting up of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant at Bharat Heavy Electricals Limited, HPBP, Bangalore.

1. We give our unconditional acceptance to the NIT, dated [Insert date in dd/mm/yyyy], standard PPA attached thereto, issued by BHEL. In token of our acceptance to the NIT, PPA and the same have been signed by us and enclosed with the response to NIT. We shall ensure that the PPA are executed as per the provisions of the NIT, provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned as per the provisions of the NIT/PPA.

2. VOID.

3. We have enclosed EMD of Rs. (Insert Amount), in the form [Insert detail] dated [Insert date] from [Insert name of bank] and valid up to.....in terms of Clause 3.14 of this NIT. We have submitted our response to NIT strictly as per Section – 6 (Formats) of this NIT, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

4. Acceptance – We hereby unconditionally and irrevocably agree and accept that the decision made by BHEL in respect of any matter regarding or arising out of the NIT shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. Familiarity with Relevant Indian Laws & Regulations - We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to NIT, execute the PPA in the event of our selection as Successful Bidder.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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6. We are enclosing herewith our response to the NIT with formats duly signed as desired by you in the NIT for your consideration.

7. It is confirmed that our response to the NIT is consistent with all the requirements of submission as stated in the NIT and subsequent communications from BHEL.

8. The information submitted in our response to the NIT is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the NIT.

9. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to NIT).

10. Details of the representative to be contacted by BHEL are furnished as under:

1. Name:

2. Designation:

3. Company:

4. Address:

5. Phone Nos.:

6. Mobile Nos.:

7. E-mail address:

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA agreement and consequent provisions of PPA agreement shall apply.

Dated the _____ day of _____, 2024

Thanking you,

Yours faithfully,

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

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

FORMAT 6.2-A: FORMAT FOR POWER OF ATTORNEY IN CASE OF CONSORTIUMS

(Applicable only in case of Consortiums)

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

POWER OF ATTORNEY

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:

Date:)

Accepted

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

Attested

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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(Signature of the executant)

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

Place:-----

Date:-----

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

Place / स्थान:
Date / दिनांक:

*Signature of Authorized Signatory
with seal & full address*

FORMAT 6.2-B: POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

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, Central Procurement Cell (CPC), in connection with.....vide GeM Bid 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

Notary Public

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet
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FORMAT 6.3 FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)
Ref. No. _____

Date: _____

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

Tel. #:

E-mail address#

To

AGM (WCM)

BHEL-HPBP

Trichy, Tamilnadu- 620 014.

Subject: Response to NIT No-----dated ----- for development of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) Solar Roof Top PV Project

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR Crore (.....in words) as on the end of Financial Year 2025-26. This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the NIT as amended.

Exhibit (i): Applicable in case of Bidding Company

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

Name of bidding company	Name of bidding company	Name of bidding company	Name of bidding company
-------------------------	-------------------------	-------------------------	-------------------------

Company 1

TOTAL

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

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

Name of Member: [Insert name of the Member]

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

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Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2022-23 (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of bidding company	Name of Affiliate(s) whose Annual Turnover is to be considered	Name of bidding company	Name of bidding company
Company 1			
TOTAL			

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

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

Name of Member: [Insert name of the Member]

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

Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company
Company 1					
Company 2					
TOTAL					

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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attached with the format Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____(in words) as on the end of Financial Year 2022-23. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of bidding company	Name of bidding company	Name of bidding company	Name of bidding company
Company 1			
TOTAL			

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

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

Name of Member: [Insert name of the Member]

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

Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company	Name of Consortium Member Company
Company 1					
Company 2					
TOTAL					

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

(Signature & Name of the Authorized Signatory)

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

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

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.4-A: FORMAT FOR PERFORMANCE BANK GUARANTEE (in lieu of SECURITY DEPOSIT) FOR SOLAR PV PROJECT

(On non-Judicial stamp paper of appropriate value)

Bank guarantees should be received through SFMS (Structured Financial Messaging System) only.

BANK GUARANTEE will be accepted only from the consortium Banks, List provided in Annexure-D

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at.....² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- ⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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

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

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Tiruchirappalli shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE.

⁴ CONTRACT VALUE.

⁵ PROJECT/SUPPLY DETAILS.

⁶ BG AMOUNT IN FIGURES AND WORDS.

⁷ VALIDITY DATE.

⁸ DATE OF EXPIRY OF CLAIM PERIOD.

Note:

1. Units are advised that expiry of claim period may be kept Six (6) months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

Tender Enq. No. 9472600056/ 25.09.2026

FORMAT 6.4-B FOR PERFORMANCE BANK GUARANTEE (in lieu of EARNEST MONEY FOR SOLAR PV PROJECT

(On non-Judicial stamp paper of appropriate value)

Bank guarantees should be received through SFMS (Structured Financial Messaging System) only.

BANK GUARANTEE will be accepted only from the consortium Banks, List provided in Annexure-D

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴.(name of the Employer) through its Unit at(

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

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet
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The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

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

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

*Courts at **Tiruchirappalli** shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee*

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵....*
- b. This Guarantee shall be valid up to⁶*
- c. Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank*

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

For and on behalf of

*Place / स्थान:
Date / दिनांक:*

*Signature of Authorized Signatory
with seal & full address*

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet
Tender Enq. No. 9472600056/ 25.09.2026

(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept **six (6) months** after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.5 FORMAT FOR BOARD RESOLUTIONS

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

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

1. RESOLVED THAT Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to NIT vide NIT No. _____ for Setting up of 1243 KWp (1165 KWp at BHEL-HPBP, Trichy and 78 KWp at BHEL-BAP, Ranipet) Grid Connected Solar PV Project, including signing and submission of all documents and providing information / response to NIT to Bharat Heavy Electricals Limited (BHEL), representing us in all matters before BHEL, and generally dealing with BHEL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / the Companies Act, 2013 (as applicable) and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

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

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

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

And

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

Certified true copy

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

Notes:

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

FORMAT 6.6: FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to NIT, execution of Power Purchase Agreement (against NIT No. _____ dated _____ issued by Bharat Heavy Electricals Limited, HPBP, Trichy (BHEL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement. WHEREAS BHEL-HPBP, Trichy & BHEL-BAP, Ranipet, desires to purchase power for transformation towards "Green Company" WHEREAS, BHEL had invited response to NIT vide its Notice Inviting Tender (NIT) dated _____ WHEREAS the NIT stipulates that in case response to NIT is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by BHEL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the NIT for self and agent for and on behalf of Member – 2, Member – 3,..., Member – n and to submit the response to the NIT
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e., for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

Tender Enq. No. 9472600056/ 25.09.2026

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

NAME	PERCENTAGE
Member-1	
Member-2	
Member-3	
Member-n	
Total	100 %

6. We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

7. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

8. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

9. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

10. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

12. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BHEL in terms of the NIT.

13. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by BHEL.

14. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to NIT.

15. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of BHEL.

16. This Agreement a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of BHEL.

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

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

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

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

Witness:

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

Name:

Address:

Name:

Address:

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

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

Witnesses:

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

Address:

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

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

Witnesses:

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

Signature and stamp of Notary of the place of execution

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.7: DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY BREAK-UP

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

Signature of the Authorized Signatory
Name of the Authorized Signatory

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.8 FORMAT FOR DISCLOSURE

[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]

Disclosure

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

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

done.

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

Date:

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.9 FINANCIAL PROPOSAL

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

[Date and Reference]

To,
AGM (WCM),

BHEL-HPBP

Trichy, Tamilnadu- 620 014.

Subject: Response to NIT No-----dated ----- for development of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) Solar Roof Top PV Project

Dear Sir,

I/ We, _____ (Applicant's name) upload herewith the Financial Proposal (to be filled in the format provided in the tender site) for selection of my / our company for setting up of 1243 KWp (1165 KWp at BHEL-HPBP, Trichy and 78 KWp for BHEL-BAP, Ranipet) Solar Roof Top PV Project as a Bidder.

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

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Notes:

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

(Signature, name and designation of the Authorized Signatory)

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.10 FORMAT FOR TECHNICAL CRITERIA

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

From:_____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

Date: _____

Reference No: _____

To

AGM (WCM),

BHEL-HPBP,

Trichy, Tamilnadu- 620 014.

Subject: Response to NIT No-----dated ----- for development of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) Solar Roof Top PV Project

Dear Sir/ Madam,

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

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

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet
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FORMAT 6.11: "NO DEVIATION" CONFIRMATION

To,
M/s Bharat Heavy Electricals Limited, HPBP, Trichy.

SUB:
BID NO:

Dear Sir,

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

Also we confirmed that *"The cells and modules used in the Project shall be sourced only from the models and manufacturers included in the "Approved List of Models and Manufacturers" as published by MNRE updated as on the date of signing of PPA for the Project"*

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.12- SITE INSPECTION & VISIT CERTIFICATE

BHARAT HEAVY ELECTRICALS LIMITED

HIGH PRESSURE BOILER PLANT, TRICHY & BOILER AUXILIARIES PLANT, RANIPET

<i>Tender Enquiry No:</i>	
<i>Name of Work:</i>	<i>Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet.</i>
<i>Bid Closing Date / Time:</i>	<i>As per e-Procurement Portal Schedule</i>

<i>[] Site Visited: BHEL-HPBP, Trichy (1165 KWp Plant)</i>	<i>[] Site Visited: BHEL-BAP, Ranipet (78 KWp Plant)</i>
--	--

*This is to certify that we, M/s _____ (Name of the Bidding Company / Consortium Member), represented by our authorized representative **Mr. / Ms.** _____, have visited and thoroughly inspected the proposed rooftop solar PV sites located within BHEL premises on this _____ day of _____, 2026.*

By signing this certificate, we formally confirm and declare that we have acquired a comprehensive and complete understanding of all physical and technical requirements at the site that may impact project execution, including but not limited to:

The physical structural condition, loading limits, and layout of all designated concrete RCC roofs inside the factory and township premises.

The complete civil work requirements, including the mandatory fabrication and installation of permanent ground-to-roof steel access ladders (height, slope, and width matching specific building roof layouts) as required under Chapter 1, Section 1.5 of the NIT before roof works begin.

The routing of DC/AC cabling, physical locations of building local LT/HT switchgear panels, and delivery/interconnection points for solar power evacuation as specified in the Single Line Diagrams.

All safety protocols, security checks, and entry procedures of BHEL premises that apply to our O&M personnel, material transport, and sub-contracted labour.

We agree that the rooftops are offered on an 'as-is, where-is' and 'Right-to-Use' basis. We understand that any 'deviation or exception' is not permitted under the tender conditions. We hereby declare that BHEL shall

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

Tender Enq. No. 9472600056/ 25.09.2026

1. CONTRACTOR'S SIGNATURE <i>Signature of Authorized Signatory Name:</i> <i>Designation:</i> _____ <i>Date:</i> _____ <i>Bidding Entity Seal:</i>	2. BHEL ELECTRICAL REPRESENTATIVE <i>Signature of BHEL Electrical representative</i> <i>Name:</i> _____ <i>Designation:</i> _____ <i>Date:</i> _____ <i>BHEL Unit Seal:</i>	3. BHEL CIVIL REPRESENTATIVE <i>Signature of BHEL Civil representative</i> <i>Name:</i> _____ <i>Designation:</i> _____ <i>Date:</i> _____ <i>BHEL Unit Seal:</i>
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NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.13 FORMAT FOR NETWORTH

To satisfy the requirements specified at 4.3.1 of NIT we give below the following details:

We hereby confirm that Net worth of our company as on the last day of the preceding financial year is **Positive** as on the last day of the preceding financial year is INR _____ crores

The Details are as under:

Sl No	Description	As on last day of the preceding financial year (in INR Crores)
1	Paid-up Share Capital	
2	Net Worth	
3	%age of Net worth to Paid-up Share Capital	
4	Documentary evidence like Annual Report/ Audited financial statements for the last preceding	

Financial year/ in case Audited results **for the last preceding three (3) Financial Years** are not available, certification of financial statements from a practicing Chartered Accountant etc. in support of above is enclosed at Annexure.....to this Attachment.

To be signed by the Chartered Accountant with UDIN no.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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FORMAT 6.14 TECHNO-COMMERCIAL BID APPLICATION

To,

AGM (WCM),

BHEL-HPBP,

Trichy, Tamilnadu- 620 014.

Dear Sir,

I / We hereby offer to carry out the contract for "Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode."

I /We have carefully perused the all the clauses mentioned in NIT (Complete Tender documents and other T&C) and agree to abide with the same.

I/ We further agree to execute all the works referred to in the said documents.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer

Date:

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Format 6.15 BIDDER INFORMATION

<i>S. No.</i>	<i>DETAILS REQUIRED</i>	<i>Requirement fulfilled (Yes / No / NA/ Value)</i>
<i>1</i>	<i>Name of the Company</i>	
<i>2</i>	<i>Name of Authorized Signatory</i>	
<i>3</i>	<i>Name of Contact person for this tender</i>	
<i>4</i>	<i>Email-id of contact person</i>	
<i>5</i>	<i>Contact number</i>	
<i>6</i>	<i>Bank Account Details (Name of Bank, Branch and Account Number). Cancelled Cheque to be enclosed</i>	
<i>7</i>	<i>Applicable GST %</i>	<i>-----%</i>
<i>8</i>	<i>TReDS seller ID</i>	<i>_____</i>
<i>9</i>	<i>Details of Relatives employed in BHEL, Name Designation and Unit</i>	
	<i>Relative 1</i>	
	<i>Relative 2</i>	
	<i>Relative 3</i>	

Place / स्थान:
Date / दिनांक:

*Signature of Authorized Signatory
with seal & full address*

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Format 6.16 CHECKLIST OF ENCLOSURES

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Documentary Evidence as per PQC		
2	Declarations as per formats.		
3	Copy of GST Certificate		
4	Average turnover of last 3 years as per PQC		
5	PAN Copy		
6	ESI -registration certificate copy		
7	PF- registration certificate copy		
8	Non-Disclosure Agreement		
9	EMD Details (DD No., Amount, Date & Bank)		
10	Formats 6.1 to 6.21 And Annexures A to M		

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Format 6.17: BIDDER DECLARATION - I

<i>S. No.</i>	<i>DETAILS REQUIRED</i>	<i>Requirement fulfilled (Yes / No / NA/ Value)</i>
1	<i>I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.</i>	
2	<i>I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.</i>	
3	<i>I have quoted rates for the total scope of work mentioned in the tender document</i>	
5	<i>I have understood and accepted the payment terms of BHEL as per Cl.6</i>	
6	<i>I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms</i>	
7	<i>I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.</i>	
8	<i>I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.</i>	
9	<i>Signed and submitted the deviations sheet</i>	

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Format 6.18 BIDDER DECLARATION - II

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.

[Signature with Name & seal of the Tenderer]

Date :

Place :

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet
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Format 6.19 PPP-MII Format

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

(To be submitted with the offer)

Item Name : Selection of Solar Project Developer
Enquiry No. :

Project: Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode.

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

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 the “Selection of Solar Project Developer for Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode.” (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)

*Place / स्थान:
Date / दिनांक:*

*Signature of Authorized Signatory
with seal & full address*

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.
4. 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.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Format 6.20 DEVIATION SHEET

Sl No.	Volume	Part/Clause Sl no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL:

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per format for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Format 6.21 - CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS.

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

General Conditions.

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or*
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) they have the same legal representative/agent for purposes of this bid; or*
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or*
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or*
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/foreign agent on behalf of only one principal;**
- or*
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or*
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."*

Declaration regarding Conflict of Interest

Treatment of cases regarding conflict of interest:

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

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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- or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

Declaration

*I/We, hereby declares that I/we have read and understood the above aspects, and the I/we confirms that such conflict of interest does not exist and undertakes that I/we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the I am / We are found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.***

Signature with company seal -

Name -

Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -

*Place / स्थान:
Date / दिनांक:*

*Signature of Authorized Signatory
with seal & full address*

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet
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Format 6.22 for E-payment

To:

AGM (Finance)

BHEL-HPBP

Trichy – 620014

Subject: E-payments vide RTGS/ NEFT.

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

:

Bank Branch RTGS IFSC code

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch NEFT IFSC code

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Your E-mail address :

Name of the Authorized Signatory :

Contact person Name :

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
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I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that the account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification

(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.

Bank Detail (For EMD/SD submission as applicable):

Bharat Heavy Electricals Limited, High Pressure Boiler plant, Tiruchirappalli-14

1	Name of the Beneficiary:	Bharat Heavy Electricals Limited
2	Name of the Bank & Branch:	STATE BANK OF INDIA / HEAVY ELECTRICALS, KAILASAPURAM
3	Address of the Branch:	HEAVY ELECTRICALS, KAILASAPURAM Branch, BHEL Trichy-620014
4	Bank Telephone No:	
5	IFSC code	SBIN0001363
6	Account Type:	CC
7	Account No.	10891588977

*Place / स्थान:
Date / दिनांक:*

*Signature of Authorized Signatory
with seal & full address*

Format 6.23 for Integrity pact

INTEGRITY PACT

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 Bharatiya Nyaya Sanhita (BNS) 2023 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.*

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Date / दिनांक:

Signature of Authorized Signatory
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2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process 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

1.1 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.

1.2 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. The date of such transgression, for the purpose of disclouser by the bidder in this regard, would be the date of which cognizance of the said transgression

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was taken by the competent authority. The transgressions(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guideline on Banning of business dealings with suppliers / contractors". Framed by the principal.

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

6.1 The Principal will enter into integrity pacts with identical conditions as this integrity pact with all Bidders and Contractors.

6. 2 In case of Joint venture, all the partners of the joint venture should sign the integrity pact. In case of sub-contracting, the Principal contractor shall be responsible for adherence to provision of IP by the sub-contractor (s)

6.2 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 /Subcontractors

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management.

8.7 The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions .

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of

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responsibility of officers (p. 10). Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them as an illustrative example, if a contractor who has awarded the contract, during the execution of contract, raises issue a delayed payment etc. Before the IEMs, the same shall be examined by the panel of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

10.1 This integrity pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent courts as indicated in the tender or contract (Tiruchirappalli) as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the bidder (s) Contractor(s) is a partnership or a consortium or a joint venture, this integrity pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this integrity pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this integrity pact with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, both parties may try to settle the dispute through Mediation before the panel of IEMs in a time bound manner, if required the principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees / expense on dispute resolution shall be equally shared by both the parties. In case, the dispute remains un resolved even after mediation by the panel IEMs, either party may take further action as the terms & Conditions of the contract.

For & On behalf of the Principal
Contractor

For & On behalf of the Bidder/


K. PRAVEETH
Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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(Office Seal)
Place-----
Date-----

(Office Seal)


DINESHWAR PAHAN
Dy. Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.

Witness:_____

(Name & Address)_____

Witness:_____

(Name & Address)_____

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
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Annexure-A1

Preliminary Estimate of Cost of Solar PV Power Project-1165 KWp for BHEL-Trichy

Project Capacity: 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet)

Location: 1165 KWp for BHEL-Trichy

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

(Signature)

(Name of Authorized Signatory)

(Name of the Bidding Company)

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

NAME OF WORK: Setting up of Grid Connected Solar Photo Voltaic (PV) Project of 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet) solar Rooftop Power plant under BOOT mode at BHEL, HPBP-Trichy & BAP-Ranipet

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Annexure-A2

Preliminary Estimate of Cost of Solar PV Power Project-78 KWp for BHEL-Ranipet

Project Capacity: 1243 KWp (1165 KWp for BHEL-Trichy and 78 KWp for BHEL-Ranipet)

Location: 78 KWp for BHEL-Ranipet

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

(Signature)

(Name of Authorized Signatory)

(Name of the Bidding Company)

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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

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

B.1 PV Module Qualification

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

<i>Crystalline Silicon Solar Cell Modules</i>	<i>IEC 61215</i>
<i>Thin Film Modules Thin Film Modules</i>	<i>IEC 61646</i>
<i>Concentrator PV modules</i>	<i>IEC 62108</i>

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

B.2 Power Conditioners/ Inverters

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

<i>Efficiency Measurements</i>	<i>IEC 61683</i>
<i>Environmental Testing</i>	<i>IEC 60068-2/ IEC 62093</i>
<i>Electromagnetic Compatibility (EMC)</i>	<i>IEC 61000-6-2, IEC 61000-6-4</i>
<i>Electrical Safety</i>	<i>IEC 62103/ 62109-1&2</i>
<i>Protection against Islanding of Grid</i>	<i>IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards</i>
<i>Grid Connectivity</i>	<i>Relevant CERC Regulations and Grid Code as amended and revised from time to time</i>
<i>Rated capacity</i>	<i>Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50° C shall be considered) in kW will be considered as inverter rated capacity.</i>

Place / स्थान:
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B.3 Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN 50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

B.4 Other Sub-systems/Components

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

B.5 Authorized Test Centres

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

B.6 Warranty

- i) PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- ii) The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- iii) The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- iv) The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

B.7 Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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B.8 Performance Monitoring

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

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

B.9 Safe Disposal of Solar PV Modules:

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

B.10 Capacity of Solar PV Projects:

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

S. No	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum rated inverter capacity	Maximum AC capacity limit at delivery point	Location
1	1165 KW	1165 KW	1165 KW	1165 KW	BHEL-HPBP, Trichy
2	78 KW	78KW	78 KW	78 KW	BHEL-BAP, Ranipet

*Rated capacity shall mean as mentioned in clause 2 above. In case the rated capacity is mentioned in kVA, the certificate from OEM declaring the power factor of the Inverter/PCU at 50° C has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

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

B.11 The SPD shall coordinate for:

Inspection of new electrical installations belonging to Central Government under Regulations 45 & 32 of Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2023 for according approval for energisation of electrical installation. Statutory periodic inspection of electrical installations belonging to Central Government for compliance under Regulation 32 of Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2023."

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

Commissioning Procedure
(liable to change as per provisions of the scheme)

- i) At the time of commissioning, BHEL shall verify compliance of technical parameter of the Project as per Annexure B of the NIT document.
- ii) The SPD shall give to the BHEL and DISCOM/ State Nodal Agency/SLDC/RLDC at least twenty (20) days advance preliminary written notice and at least ten (10) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by BHEL during the visit to the Project site and documented as per prescribed format.
- v) The SPD will have to submit to BHEL for verification/cross check.
 - a. Covering Letter
 - b. Board resolution for authorized signatory.
 - c. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment as available).
 - d. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-B
 - e. Installation report as per Appendix-B-2.
 - f. Plant Layout clearly mentioning the details of rows and number of modules in each row.
 - g. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate.
 - h. SPD shall ensure Connectivity to the grid from concerned STU/DISCOM.
 - i. Connectivity report to be submitted as per the Appendix-B-3.
 - j. Synchronization Certificate as per prescribed format issued by the STU/DISCOM for ascertaining injection of power into grid as per Appendix-B-4.
 - k. Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
 - l. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
 - m. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
 - n. After the submission of the documents by SPD, BHEL shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by BHEL, the same have to be submitted by the SPD.
 - o. Only after all the required documents are verified by BHEL, the SPD shall have to submit/update on the portal the proposed commissioning date.
 - p. After the proposed commissioning date along with commissioning order is submitted, the BHEL shall visit the site within 05 working days to verify the technical compliance on site as per the information submitted by the bidder. In case BHEL finds discrepancy/deviation from

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the information submitted by the SPD during on site verification, the committee (set up by BHEL) shall schedule its next visit only on the next available date as per the availability of all the committee members.

- q. SPD shall have to submit the as-built drawing after the commissioning prior to the COD.*
- r. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by BHEL. In order to facilitate this, SPD shall inform the concerned RLDC/SLDC and BHEL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 20 days prior to the proposed commissioning date.*
- s. Joint Meter Reading (JMR) shall be taken at Delivery Point at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and plant premises.*
- t. SPD shall schedule the Commissioning of the Project as per the commissioning procedure elaborated in clause 3.14.*

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

Place / स्थान:
Date / दिनांक:

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with seal & full address

Appendix-B-2

Installation Report

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

Place / स्थान:
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Appendix-B-3

Sample Connectivity Report

(To be provided by concerned STU/Transmission Utility/Discom)

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

S. No	Name of Solar Project Developer & Location	Capacity mentioned in agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, switchgear)
1	<M/s> <Village> <Tehsil> <District>	<> MW	<i>Metering Details at delivery point (<village>)</i> S. No of 11KV CT i) R Phase ii) Y Phase iii) B Phase S. No of 11KV PT i) R Phase ii) Y Phase iii) B Phase S. No of Main <> ABT Meter S. No of Check <> ABT Meter S. No of Stand-by <>ABT Meter <i>Metering equipment installed at receiving end on dated: <></i>	Transformer <Make/Type> <S no> Inverters <Make/Type> Modules <Make:> <W>, <W> Total: <Nos> Switchgear Panels <Make/Type> <S No> Protection Provided: Under/Over voltage, Over current & earth fault

The Commissioning date of various equipment is as under:

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

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

Appendix-B-4

Sample Synchronization Certificate

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

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

NB:

(i) The above certificate shall be issued by concerned STU/Discom

Appendix-B-5

Sample Commissioning Certificate of Solar PV Project

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

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

NB: To be issued by BHEL.

*Place / स्थान:
Date / दिनांक:*

*Signature of Authorized Signatory
with seal & full address*

Annexure-C

Checklist for Bank Guarantees

S. No	Details of Checks	Yes/No
1	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bid Document No./Specification No./LOI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

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Annexure-D

LIST OF CONSORTIUM BANKS

<i>S. No</i>	<i>Name of the bank</i>	<i>S. No</i>	<i>Name of the bank</i>
A	<i>Nationalised Banks</i>	B	<i>Public Sector Banks</i>
1	<i>Allahabad bank</i>	19	<i>IDBI</i>
2	<i>Andhra bank</i>	C	<i>FOREIGN BANKS</i>
3	<i>Bank of Baroda</i>	20	<i>CITI BANK N.A</i>
4	<i>Canara Bank</i>	21	<i>Deutsche Bank AG</i>
5	<i>Corporation Bank</i>	22	<i>The Hongkong and Shanghai Banking Corporation Limited</i>
6	<i>Central Bank</i>	23	<i>Standard Chartered Bank</i>
7	<i>Indian Bank</i>	24	<i>J P Morgan</i>
8	<i>Indian Overseas Bank</i>	D	<i>Private Banks</i>
9	<i>Oriental Bank of Commerce</i>	25	<i>Axis Bank</i>
10	<i>Punjab National Bank</i>	26	<i>The Federal Bank Limited</i>
11	<i>Punjab & Sind Bank</i>	27	<i>HDFC</i>
12	<i>State Bank of India</i>	28	<i>Kotak Mahindra Bank</i>
13	<i>Syndicate Bank</i>	29	<i>ICICI</i>
14	<i>State Bank of Travancore</i>	30	<i>Indusind Bank</i>
15	<i>UCO Bank</i>	31	<i>Yes Bank</i>
16	<i>Union Bank of India</i>		
17	<i>United Bank of India</i>		
18	<i>Vijaya Bank</i>		

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
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General Instructions to Tenderer

(Valid for e-Procurement only through BHEL GePNIC Portal)

The Contractors who wish to participate should **go through the Tender documents thoroughly** before quoting, to ensure that the Tender process is not aborted / vitiated, due to them.

1.0 Quoting & Signing the Tender

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal **<https://eprocurebhel.co.in/>**. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal. (Refer Director (ER&D) order no. AA:DERD:09:SSP dated 21st August,2021)
- b. Vendors interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “**<https://eprocurebhel.co.in/>**” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form except as specified in tender and **tender without EMD will be summarily rejected**. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
- g. EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in the online available cover/envelope in GePNIC specified for Techno-commercial bid only.
- h. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- i. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
- j. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- k. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- l. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- m. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.

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Signature of Authorized Signatory
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n. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.

o. If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

p. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

q. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.

r. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

s. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.

w. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.

x. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.

y. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.

z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

a. The Tender shall be digitally signed by the Authorized Signatory Only.

b. Authorized signatory shall be the Proprietor.

c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.

d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.

e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.

f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.

b. No Vendor shall be required to be present in the BHEL office for any E-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

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beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.

c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Quoting

a. Quoting best rate and the sanctity of the L1 status.

b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

5.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HPBP,Trichy or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

6.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of **180 days** from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

Note: -

In case of any ambiguity/discrepancy between any clause of "General Terms & Conditions" and "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" the clause of Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" shall prevail.

Annexure-F

TERMS & CONDITIONS OF REVERSE AUCTION

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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NOT APPLICABLE

Annexure G

Site location added separately in tender documents

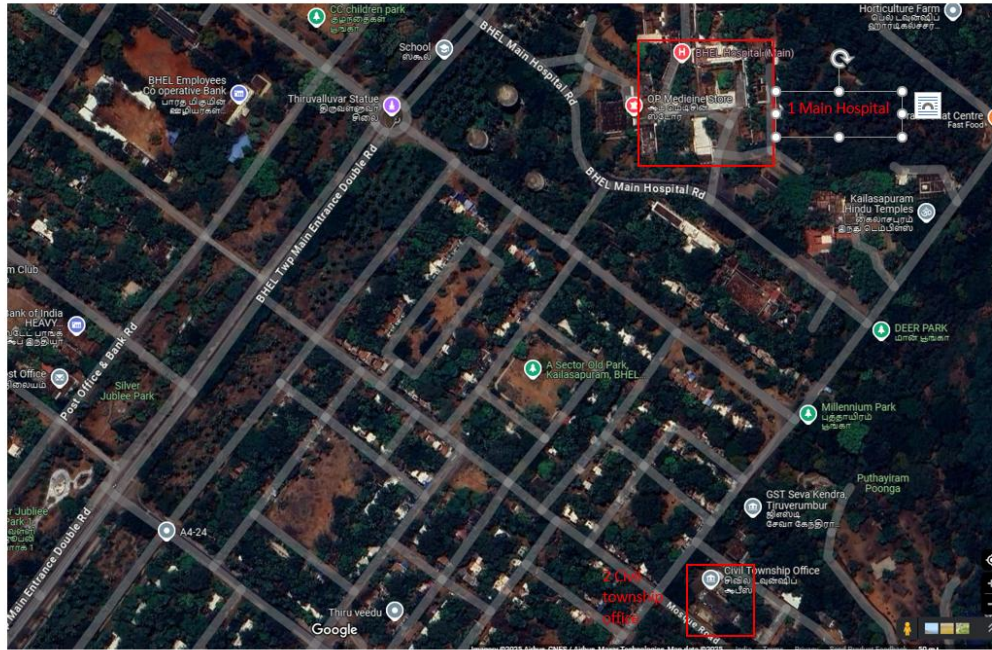


Figure 1



Figure 2

Place / स्थान:
 Date / दिनांक:

Signature of Authorized Signatory
 with seal & full address

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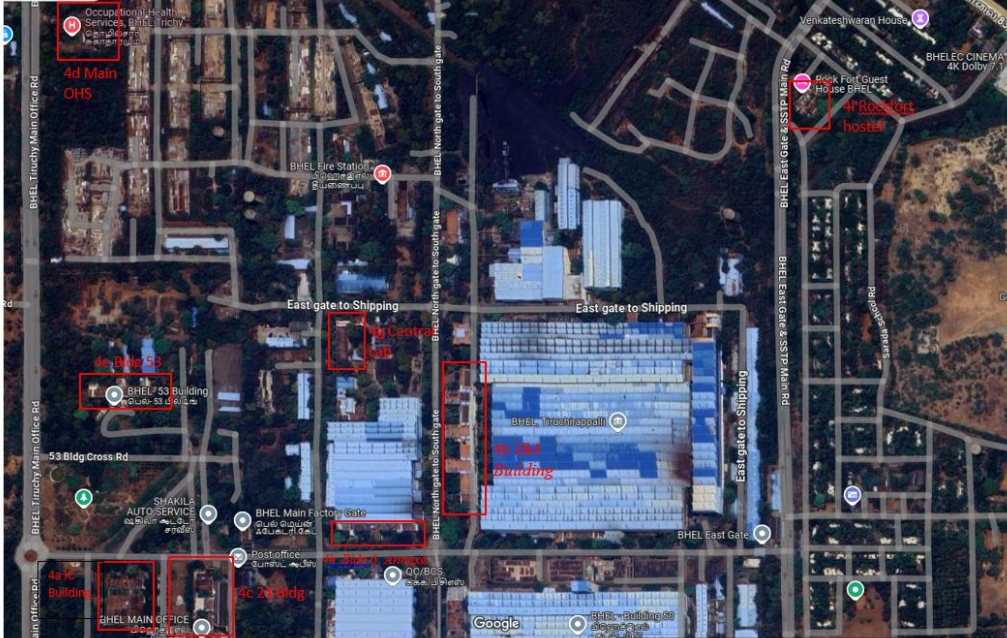


Figure 3



Figure 4

Place / स्थान:
 Date / दिनांक:

Signature of Authorized Signatory
 with seal & full address

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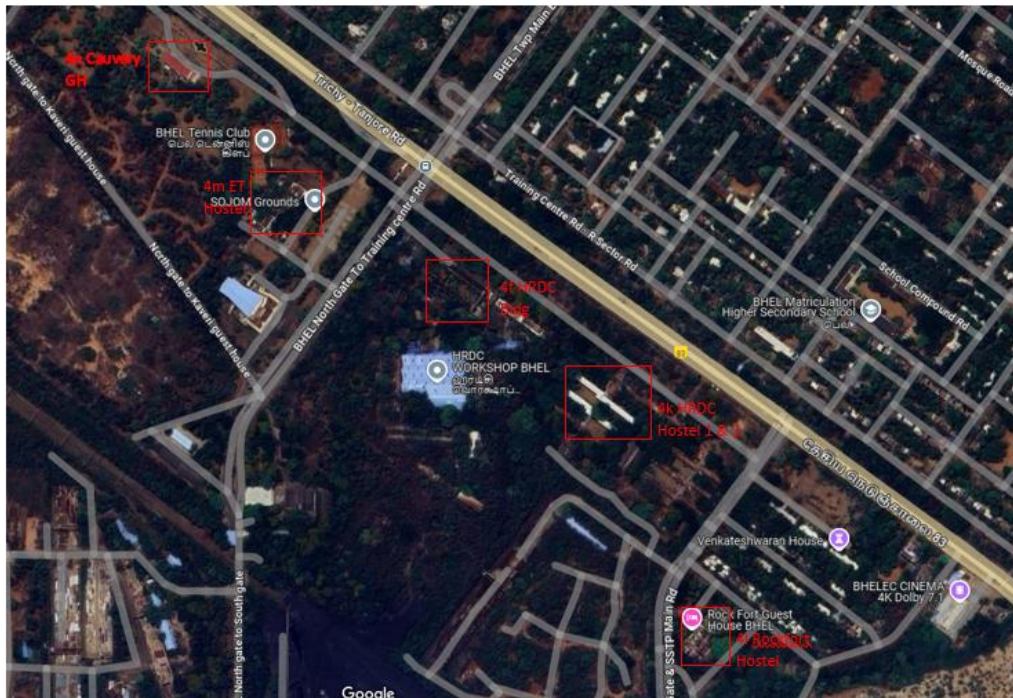


Figure 5

FIGURES 1-5: GOOGLE IMAGES OF THE ROOFS FOR INSTALLATION IN BHEL HPBP TRICHY



Figure 6

FIGURE 6: GOOGLE IMAGES OF THE ROOFS FOR INSTALLATION IN BHEL BAP RANIPET

Place / स्थान:
 Date / दिनांक:

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Annexure-H

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

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

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

Year of term (end of the term)	% of the initial cost
1	4.00%
2	4.00%
3	4.00%
4	4.00%
5	4.00%
6	4.00%
7	4.00%
8	4.00%
9	4.00%
10	4.00%
11	4.00%
12	4.00%
13	4.00%
14	4.00%
15	4.00%
16	4.00%
17	4.00%
18	4.00%
19	4.00%
20	4.00%
21	4.00%
22	4.00%
23	4.00%
24	4.00%
25	4.00%

Important Notes:

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

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Annexure – I

YEAR WISE MINIMUM CUF TO BE MAINTAINED

Year-wise minimum AC CUF and AC power generation (KWh) to be maintained by the SPD for each year:

Year	CUF (%)	Trichy Target (kWh) (1,165 kWp)	Ranipet Target (kWh) (78 kWp)
End of Year 1	16.43%	16,77,896	1,12,340
Year 2	16.26%	16,60,535	1,11,177
Year 3	16.10%	16,44,195	1,10,083
Year 4	15.94%	16,27,855	1,08,989
Year 5	15.78%	16,11,515	1,07,895
Year 6	15.62%	15,95,175	1,06,801
Year 7	15.47%	15,79,857	1,05,776
Year 8	15.31%	15,63,517	1,04,682
Year 9	15.16%	15,48,198	1,03,656
Year 10	15.01%	15,32,880	1,02,631
Year 11	14.86%	15,17,561	1,01,605
Year 12	14.76%	15,07,349	1,00,921
Year 13	14.66%	14,97,136	1,00,237
Year 14	14.56%	14,86,924	99,554
Year 15	14.46%	14,76,712	98,870
Year 16	14.37%	14,67,520	98,255
Year 17	14.27%	14,57,308	97,571
Year 18	14.17%	14,47,096	96,887
Year 19	14.08%	14,37,905	96,272
Year 20	13.98%	14,27,692	95,588
Year 21	13.89%	14,18,501	94,973
Year 22	13.80%	14,09,310	94,357
Year 23	13.70%	13,99,097	93,673
Year 24	13.61%	13,89,906	93,058
Year 25	13.52%	13,80,715	92,443

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ANNEXURE-I

TNERC GUIDELINES

Refer: Salient features/Guidelines for the Hon'ble TNERC's Generic Tariff Order for Grid Interactive PV Solar Energy Generating System (GISS) – Order No.8 / 2021, dated 22-10-2021 and Other associated latest guidelines

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CHAPTER-7: GENERAL CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS:

1. Minimum wages

- a. The quantities given above are approximate requirement for the given BOQ Qty months' period.
- b. Once in a month, bill should be prepared for the actual quantum of Power Generation and to be submitted along with welfare clearance (for ESI, PF) to Work-in-charge and the same will be scrutinized, certified and forwarded to Finance for payment.
- c. The tendered rate shall be firm throughout the contract period. No cost escalation will be paid on any account.
- d. The contractor shall ensure payment of minimum wages, Bonus to the workmen employed by him at the rates at which shall not less than the minimum wage applicable under law time to time.
- e. *The contractor shall pay his contract employees the prevailing minimum wages, including any amendments (in Basic, DA, ESI, PF Bonus, etc) made during the tenure of this contract.*

2. Payment Terms:

Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect: -

Payment terms will be 45 days from the date of service entry sheet

3. BONUS CLAUSE : Not Applicable.

4. PRICE VARIATION CLAUSE (PVC) : Not Applicable (The rate quoted is firm throughout the currency of the contract)

5. OVER RUN COMPENSATION (ORC) : Not Applicable

TECHNICAL TERMS & CONDITIONS:

1. Tender Price:

- a. Unless explicitly stated in the tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- b. While quoting the "**Price** ", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by bidder as per tender document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc. and then submit the price accordingly.

2. Applicable Contractual Variations:

Not applicable, the quoted rate is firm throughout the currency of contract including extension period.

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3. Work Conditions and Liabilities:

- i. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to work execution /transport operations done by the contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- ii. The contractor is directly responsible for injuries/ death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the property arising out of accident for performing the contractual obligations.

Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.

4. TAXES & DUTIES:

4.1 The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

4.2 GST (Goods and Services Tax)

4.2.1 GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.

4.2.3 Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

4.2.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

4.2.5 Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

4.2.6 Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before

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movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

4.2.7 *Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.*

4.2.8 *Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -*

- a) Supply of goods and/or services have been received by BHEL.*
- b) Original Tax Invoice has been submitted to BHEL.*
- c) Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.*
- d) In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.*
- e) Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.*
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.*
- g) Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.*

4.2.9 *Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.*

4.2.10 *TDS as applicable under GST law shall be deducted from contractor's bill.*

4.2.11 *Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.*

4.2.12 *Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.*

4.2.13 *In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.*

4.2.14 *Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.*

4.2.15 *In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.*

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4.2.16 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.3 Income Tax:

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

5. SUBMISSION OF BILLS BY CONTRACTOR:

Bills should be submitted within a week after execution of work during the calendar month/ quarter. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month/ quarter supported by the requisitions issued from time to time. The Contractor shall, once in every quarter, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
- v. Copy of PAN card.
- vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted, will be applicable after COD
- vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

6. Mandating TReDS as the transaction settlement platform for goods or services procured from MSMEs

In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platforms listed by BHEL, authorized by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of

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contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission.

Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the BHEL on the respective TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.

7. MICRO AND SMALL ENTERPRISES (MSE):

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno- commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer copy of Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

MSE bidders if not opted for MSE Purchase preference in GeM Portal will be consider as NON MSE bidder only. It is the responsibility of the bidder to ensure MSE purchase preference while submitting their bid.

6 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.

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10. Compliance to Restrictions under Rule 144 (xi) of GFR 2017:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.

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(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

7 GRIEVANCE REDRESSAL MECHANISM:

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

- i. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.*
- ii. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."*

8 Order of Precedence:

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

- a. PPA (POWER PURCHASE AGREEMENT)*
- b. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.*
- b. NIC PORTAL document*
- c. General Conditions of Contract (GCC)*
- d. Buyer Added Bid Specific ATC*

12. ISSUE OF NOTICE

12.1 Service of notice to the Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

12.2 Service of notice to BHEL

Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

13. COMMENCEMENT OF WORK

- i. The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.*
- ii. If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any*

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further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.

iii. *All the work shall be carried out under the direction and to the satisfaction of BHEL.*

14. MEASUREMENT OF WORK AND MODE OF PAYMENT:

- i. *All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.*
- ii. *For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.*
- iii. *These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.*
- iv. *Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.*
- v. *All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.*
- vi. *Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.*
- vii. *The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.*
- viii. *The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.*
- ix. *If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.*
- x. *Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.*

Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:

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I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). –*

a).....

b).....

c)

It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay.

All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

15. RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

15.1 *To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.*

Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.

15.2 BREACH OF CONTRACT, REMEDIES AND TERMINATION

15.2.1 *The following shall amount to breach of contract:*

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.*
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.*
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.*

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- iv. *The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.*
- v. *Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.*
- vi. *Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.*
- vii. *Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.*
- viii. *Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.*
- ix. *Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.*
- x. *Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.*

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

15.2.2 Remedies in case of Breach of Contract.

- i. *Wherein the period as stipulated in the notice issued under clause 15.2 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.*
- ii. *Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.*
- iii. *wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:*
- iv. *In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.*
- v. *If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:*

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- a. from dues available in the form of Bills payable to defaulted Contractor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
 - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
- vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
- vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

15.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

15.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.

15.5 Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

- a. Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to

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fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)

- b. It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.*
- c. Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.*
- d. If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.*
- e. Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.*

15.6 While every endeavour will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

15.7 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

- i) suspension of work(s) at a Project either by BHEL or Customer, or*
- ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months.*

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 15.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

15.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

- a. The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.*

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- b. *There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).*
- c. *The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.*

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Note: *The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 15.8 (b) above.*

15.9 LIQUIDATED DAMAGES

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

After the completion of work, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

- a) *Delays solely attributable to contractor*
- b) *Delays attributable to BHEL*
- c) *Delays on account of Force Majeure (as specified elsewhere in the contract)*

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The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

16. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 16.1. As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.*
- 16.2. The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.*
- 16.3. The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 16.3.*
- 16.4. The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.*
- 16.5. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.*
- 16.6. While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will*

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have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

- 16.7. Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.*
- 16.8. The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.*
- 16.9. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.*
- 16.10. The contractor shall ensure that no damage is caused to any person/property of other parties working at site/company" premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.*
- 16.11. All the properties/equipments/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.*
- 16.12. The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.*
- 16.13. In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.*
- 16.14. Any delay in completion of works/or non-achievement of periodical targets/or non-execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.*
- 16.15. The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.*
- 16.16. All safety rules and codes applied by the Customer /BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.*

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

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16.17. The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of Five days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for the purpose of maintaining the records for compliance,

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

16.18. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

16.19. Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

16.20. The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.

16.21. The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

16.22. The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

16.23. The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

16.24. The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall recover the loss from the contractor.

16.25. For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

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b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (₹Ten Lakh).

ii) In the event of other permanent disability: Rs.7,00,000/- (₹Seven Lakh)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.

16.26. Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site.

In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

16.27. Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.

16.28. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

17.EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

17.1 A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.

Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.

Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month.

BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)

Provided, this requirement is reflected in the rolling quarterly plan two months in advance. If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have

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been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 12.1.

The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

17.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

17.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

17.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

18. INSURANCE

- 18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.*
- 18.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.*
- 18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.*
- 18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.*

19. STRIKES & LOCKOUT

19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or

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Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

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lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 15.2. and the remedies under Clause 15.2.2. may be executed, at the discretion of BHEL.

19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

20. FORCE MAJEURE

20.1 "Force Majeure" shall mean circumstance which is:

- a. beyond control of either of the parties to contract,*
 - b. either of the parties could not reasonably have provided against the event before entering into the contract,*
 - c. having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties*
- And*
- Prevents the performance of the contract,*

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.*
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.*
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.*
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.*
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.*
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.*
- vii) Epidemic, pandemic etc.*

20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

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- a. *Constitute a default or breach of the Contract.*
- b. *Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.*

20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure

21 Settlement of Dispute

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

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 20.1

21.1 Conciliation:

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

Note: *Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.*

21.2 ARBITRATION:

21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 20 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (e.g.

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"IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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

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

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

21.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency)(i. e. New Delhi for Delhi/NCR based Units).

21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at.....(i. e. New Delhi for Delhi/NCR based Units).

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

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

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

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21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

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

21.4 NO INTEREST PAYABLE TO CONTRACTOR

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

22 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php

23 Cartel Formation

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict

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competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

24 Fraud Prevention Policy

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

25 EVALUATION OF BIDS

i. Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification

criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

ii. In case the same qualifying experience is claimed by more than one agency, then:

a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.

b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.

iii. In case the qualifying experience is claimed by bidder is based on 8Work Order⁹ and 8Experience Certificates⁹

from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit

(in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience

from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.

iv. Assessing Bidder⁹s Capacity for executing the current tender shall be as per Notice Inviting Tender.

v. Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening **without Reverse Auction**, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

vi. Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.

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Date / दिनांक:

Signature of Authorized Signatory
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POWER PURCHASE AGREEMENT

**FOR
PROCUREMENT
OF
1165 KW_p SOLAR POWER
ON LONG TERM BASIS**

Between

M/s.

And

**BHARAT HEAVY ELECTRICALS
LIMITED- HIGH PRESSURE
BOILER PLANT, TRICHY**

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This Power Purchase Agreement is made on the XXth day of XXXXX of 20XX. Between **Solar Power Developer (Name)**, a company incorporated under the Companies Act 1956, having its registered office at _____(hereinafter referred to as “SPD”, which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) as a Party of the **First part**. And **M/s Bharat Heavy Electricals Limited (BHEL), High Pressure Boiler Plant, Trichy** hereinafter referred to as “BHEL HPBP”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the **Second part**. SPD and User are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

- A. Whereas a PPA has been executed between SPD and BHEL HPBP on _____, for setting up of 1165 KWp Roof Top Solar Power Project at BHEL HPBP.
- B. Whereas, SPD shall Build, Own & Operate the Project(s) and will also make all required investments for the Projects.
- C. Whereas, the proposed Project being setup at BHEL HPBP and will be connected to designated BHEL HPBP building switchgear panels at 415V voltage level.
- D. Whereas, SPD shall also complete all other assignments required for setting up, commissioning and successful operation of the Project, considering point of sale of power at the delivery point(s) at the individual switchgear of respective building Rooftops.
- E. Whereas, SPD shall operate and maintain the Project(s) for the period of minimum TWENTY-FIVE (25) years (or extended period as mutually agreed) from the date of Commercial Operation Date (COD) of the project(s);
- F. Whereas, SPD has agreed to sell entire energy generated from project to BHEL HPBP and BHEL HPBP has agreed to purchase such Power from the Projects as per terms and conditions contained herein and at a tariff as per **Article 9**.
- G. Whereas, BHEL HPBP has agreed to pay for the energy purchased from SPD at a tariff to be determined as per provisions contained herein;
- H. Tariff shall be as per the Article 9.
- I. Whereas any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN; IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules /

regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

Accounting Year	Means the Financial Year commencing from 1st April of a calendar year and ending on 31st March of the next calendar year. The 1st accounting year for the unit shall start from the date of commissioning of the unit and shall end on the 31st March of the next calendar year;
Act or Electricity Act, 2003	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
“Affiliates”	shall mean a Company that, directly or indirectly, i. controls, or ii. is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights of the other Company;
Agreement or Power Purchase Agreement or PPA	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof.
Appropriate Commission	shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be.
Bill Dispute Notice	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party.
Bulk Consumer	Shall have the same meaning as provided in CERC (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time.
Business Day	shall mean with respect to SPD and BHEL HPBP, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Trichy.
“Buying Entity”	shall mean USER who have signed the PPA with SPD for purchase of Power;
Capacity Utilisation Factor or CUF	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity.
CERC	shall mean the Central Electricity Regulatory Commission of India, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003, or its successors.
Change in Law	Shall have the meaning ascribed thereto in Article 12 of this Agreement.
“Check Meter”	Any meter and/or metering device of accuracy class equivalent to the Main Meter, which shall be connected to the same core of the Current Transformer & Voltage Transformer to which Main meter is connected and shall be used for accounting and billing of electricity in the case of failure of Main meter;
Commissioning	Shall have the meaning ascribed thereto in Article 5 of this Agreement.
Commercial Operation Date (COD)	shall be the actual date of commissioning of full capacity (i.e. the full capacity of the Power Project has been commissioned and the SPD starts scheduling and injecting power from the Power Project to the Delivery Point) of the Project as declared by SNA / BHEL HPBP.
Competent Court of Law	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement.

Consents, Clearance and Permits	Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power.
Consultation Period	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPD Preliminary Default Notice or BHEL HPBP Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances.
Contract Year	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
Contracted Capacity	shall mean 1165 KWp contracted with BHEL HPBP for supply by the SPD to BHEL HPBP at the Delivery Point from the Solar Power Project.
Day	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
Delivery/Interconnection	shall mean the point at 415V local switchgear of respective building of BHEL HPBP where the power from the solar power project is injected (including the dedicated transmission line connecting the power project with the interconnection point). For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/SERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. All charges and losses related to Transmission of power from project up to delivery point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power etc.) as notified by the competent authority/ regulator up to the Delivery Point shall be borne by the SPD.
DISCOMS	shall mean the distribution utility or the distribution utilities.
Dispute	shall mean any dispute or difference of any kind between BHEL HPBP and the SPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement.
Due Date	Shall mean the forty-fifth (45th) day after a Monthly Bill or a Supplementary Bill is received and duly accepted by BHEL HPBP, if such day is not a Business day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by BHEL HPBP.
Effective Date	Shall have the meaning ascribed there to in Article 2.1 of this Agreement.
Electricity Laws	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments there to and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
Energy Accounts/Joint meter reading	shall mean Joint Meter Reading including the revisions and amendments thereof recorded by USER & SPD; For the energy accounting purpose including billing such JMRs shall be binding on both Parties
Event of	shall mean the events as defined in Article 13 of this Agreement.

Default	
Expiry Date	Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date of the Project subject to that the supply of power shall be limited for a period of 25 years from the Unit Commercial Operation Date of respective Unit(s) unless extended by the Parties as per this Agreement.
Financing Agreements	Shall mean the agreements pursuant to which the SPD has got financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of BHEL HPBP.
Force Majeure or Force Majeure Event	Shall have the meaning ascribed thereto in Article 11 of this Agreement.
Grid Code / IEGC or State Grid Code	shall mean the Grid Code specified by the CERC under Clause (h) of Subsection (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.
“Incremental Receivables”	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
Indian Governmental Instrumentality	shall mean the Government of India, Governments of state(s) of Tamilnadu and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India.
Insurances	shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement.
Interconnection Facilities	shall mean the facilities on SPD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement.
Invoice or Bill	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.
Law	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions.
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 6.4 of this Agreement;
Month	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
“Metering date”	means the first working day of each calendar month for a scheduled time mutually agreed between the parties. However, the metering date of the

	financial year ends at 23:59 hrs on 31st March of subsequent year and so on;
Metering Point	The location at which the energy meters are connected to the local switchgear through instrument transformers (voltage transformers and current transformers) and energy injected or drawn is measured.
“MUST RUN”	means this power plant which is not subjected to Merit Order dispatch principles; USER shall also ensure deployment of efficient energy management system so as to ensure entire energy generation capability of the Project;
Operating Period	shall mean the period commencing from the Commercial Operation Date, until the last day of the Term of this Agreement or date of earlier termination of this Agreement in accordance with Article 2 of this Agreement.
Open Access Charges	shall mean the charges levied by the CTU/ RLDC / STU/ SLDC of the State wherein the Solar Power Project is located for the grant of Open Access as defined in Electricity Act 2003 and amended time to time.
Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 6.4 of this Agreement;
Party and Parties	Shall have the meaning ascribed there to in the recital to this Agreement.
Performance Bank Guarantee	Shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to BHEL HPBP from a bank mentioned in Schedule 2 of this Agreement in the form attached hereto as Schedule 1.
Power Project or Project	Shall mean the solar power generation facility of Contracted Capacity of 1165 KWp , BHEL HPBP, Trichy, Tamilnadu State having a separate boundary, control system, metering and separate points of injection into the grid at Delivery/Interconnection/metering point at STU/CTU substation or in case of sharing of transmission lines, by separate Injection at pooling point. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switch yard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement.
Preliminary Default Notice	Shall have the meaning ascribed there to in Article 13 of this Agreement.
Project Financing /Arrangements for Financial Closure	Shall mean arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank /financial institution by way of sanction of a loan or letter agreeing to finance.
Prudent Utility Practices	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: · operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project. · the requirements of Indian Law. and the physical conditions at the site of the Power Project.
NIT	Notice Inviting Tender for which the current PPA is a part and through

	which the SPD has been selected
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1.2 Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1, 00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal entity) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees", "Rs" or rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each

part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

2 ARTICLE 2: TERM OF AGREEMENT

2.1. Effective Date

2.1.1 This Agreement shall come into effect from Date. _____.

2.2 Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period provided such an extension is agreed in writing on agreed terms and conditions between SPD and BHEL HPBP and that such extension is obtained at least one hundred eighty (180) days prior to the expiry date.

2.2.2 On extension of the PPA, the SPD is free to operate their plants beyond the Expiry Date if other conditions like land lease, permits, approvals and clearances etc., allow.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date if either BHEL HPBP or SPD terminates the Agreement, pursuant to Article 13 of this Agreement.

2.3.2 Obligation on Expiry of the Agreement

Handover & End-of-Term Clause

Upon completion of the 25-year contract period, the Contractor has to completely dismantle, pack, and clear the entire solar installation, restoring the rooftops to their original condition at the Contractor's sole cost and need to obtain the end user certification.

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive on expiry or termination of this Agreement.

3 ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the SPD

The SPD agrees and undertakes to duly perform and complete all of the following activities at SPD's own risk and cost within three (3) monthsx from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by BHEL HPBP:

- a) The SPD shall obtain or apply (as applicable) for all Consents, Clearances and Permits required for construction of the Project as per the terms of this Agreement. The SPD shall also obtain all Consents, Clearances and Permits required for operation and supply of power to BHEL HPBP before Commissioning of the Project;
- b) The SPD shall make Project financing arrangements and provide necessary certificates to BHEL HPBP within 90 days from the date of signing the PPA.
- c) The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure-B of the NIT document and produce the documentary evidence of the same.
- d) The SPD shall make necessary arrangement required for water required for power project. The SPD shall make necessary arrangements for tapping water from the nearest water source. Water shall be provided on chargeable basis. The tariff for water consumption shall be same as the prevailing rates of Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB).
- e) The SPD shall ensure that all the natural drainages/nalas on the roofs, if any, should not be disturbed. However, additional drainage if any required shall be in the scope SPD.
- f) SPD shall make necessary pathway for movement, maintenance of solar modules along and in rows of solar modules. Sufficient lighting arrangements shall be provided around the respective roof areas. The SPD shall also provide sufficient CCTV cameras on each roof in consultation with BHEL HPBP to monitor the movement of personnel etc. in the entire Solar PV plant.
- g) The manpower engaged by SPD shall have access to BHEL HPBP campus provided they fulfil with BHEL HPBP security permission & procedures in force from time to time.

The SPD shall submit to BHEL HPBP the relevant documents as stated above, complying with the Conditions Subsequent, within three (3) months from the Effective Date.

3.2 Consequences of non-fulfilment of conditions subsequent

3.2.1 In case of a non-fulfilment of condition subsequent as enumerated in Article 3.1 above, BHEL HPBP shall encash the Performance Bank Guarantee submitted by the SPD. BHEL HPBP shall have the right to terminate this Agreement by giving a notice to the SPD in writing of at least seven (7) days unless the delay is on account of delay by Government or Force Majeure. The termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 In case of inability of the SPD to fulfil any one or more of the conditions specified in Article 3.1 due to any Force Majeure event (Article 4.5.2), the time period for fulfilment of the

Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.2.4 Provided that due to the provisions of this Article 3.2.3, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

3.3.1 The Performance Bank Guarantee having validity of tenure of PPA from the date of signing this Agreement and of ₹ 85,94,850.00/- to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule1.

3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPD.

3.3.3 If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by BHEL HPBP, subject to conditions mentioned in Article 4.5, BHEL HPBP shall encash the Performance Bank Guarantee without prejudice to the other rights of BHEL HPBP under this Agreement.

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, The PBG of SPD / SPV shall be returned to the SPD / SPV on release of final month payment of final invoice subject to submission of No due certificate / SD claim refund form with the certification of the end user

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of BHEL HPBP under this Agreement.

4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPD's Obligations

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

- a) obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices; and
- c) the commencement of supply of power up to the Contracted Capacity to BHEL HPBP not later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- d) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; and
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- f) maintaining its controlling shareholding (controlling shareholding shall mean not less than 51% of the voting rights and paid-up share capital) prevalent at the time of signing

of PPA in the Company/Consortium developing the project up to a period of one (1) year after Commercial Operation Date. However, transfer of controlling shareholding within the same Group Companies will be allowed with the written permission of BHEL HPBP even before one-year period from COD subject to the condition that the management control remains within the same Group Companies; and

- g) Performance and fulfilment of all the obligations of the SPD in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the SPD under this Agreement.
- h) SPD warrants that it will comply with all the warranty conditions of the original equipment manufacturer from the date of acceptance of the equipment by the SPD, conform to the specifications and shall maintain the solar power plant as per the recommendations of the original equipment manufacturer.
- i) SPD warrants and confirms that, at all time during the currency of the Agreement, it shall maintain the solar power plant in accordance with the recommendation of OEM.
- j) SPD undertakes and confirms that, it shall impart training to BHEL, HPBP's staff who are supervising the day-to-day operation and maintenance of solar power plant without any additional cost.
- k) The SPD shall not cause any damages to the property of BHEL HPBP during the installation of the solar power plant and also during the operation and maintenance of the same. In the event of any damage caused to property of BHEL HPBP due to negligence or misconduct of the SPD, the same shall be rectified or replaced (as instructed by BHEL HPBP) by the SPD at its own cost and expenses. The SPD confirms that, in the event of failure to adhere to the above, BHEL HPBP shall have the right to withhold the payments due to the SPD until the defect is rectified.
- l) The roofs shall not be used for any other purpose other than the purpose mentioned in NIT.
- m) Operation and maintenance of the Power Project in accordance with the provisions of this Agreement.
- n) Unless otherwise agreed between the Parties, the SPD shall not carry out any modification of the Premises without the written consent of BHEL HPBP, except the modifications mentioned in NIT. The SPD shall maintain general cleanliness of the area around the Power Project during the term of the Agreement.

4.1.2 The SPD shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- a) make, or cause to be made, necessary applications to the relevant government agencies with such particulars and details, as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Power Project;

- c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- d) ensure and procure that the SPD and its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the SPD's obligations under this Agreement;
- e) take all necessary and reasonable safety precautions with respect to providing the installation work, solar power and operations during the term of the Agreement that shall comply with all applicable Laws pertaining to the health and safety of persons and real and personal property; and
- f) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement.

4.2 Information regarding Interconnection Facilities

4.2.1 The SPD shall be required to obtain all information with regard to the Interconnection Facilities necessary to enable it to design, install and operate Plant and all interconnecting apparatus/ equipment on the SPD's side of the Delivery Point(s) to enable delivery of electricity at the Delivery Point(s).

4.2.2 The transmission of power up to the point of interconnection (upto respective building LT switchgear) shall be the responsibility of the SPD at his own cost.

4.2.3 The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project.

4.2.4 All costs and charges including but not limited to the wheeling charges (if applicable in future) and losses up to the interconnect point associated with this arrangement will also be borne by the SPD on mutual agreement.

4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell only to BHEL HPBP and BHEL HPBP subjected to clause 4.4 below, undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4 Right to Contracted Capacity & Energy

4.4.1 BHEL HPBP, at any time during a Contract Year, shall not be obliged to Purchase any additional energy from the SPD beyond <E1>Million kWh (MU). The declared annual CUF shall in no case be less than the CUF mentioned for each year in the table at Annexure – J. If for any Contract Year, it is found that the SPD has not been able to generate minimum energy of <E2>Million kWh (MU) till the end of 25 years from the COD for each corresponding year as per Annexure – J, on account of reasons solely attributable to the SPD, the non-compliance by SPD shall make SPD liable to pay the compensation and shall duly pay such compensation to BHEL HPBP. This will, however, be relaxable by BHEL HPBP to the extent of grid non-availability for evacuation, which is beyond the control of the developer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The compensation shall be equal to the excess tariff payable by BHEL HPBP (prevailing tariff determined by the STATE DISCOM as applicable to BHEL HPBP including all taxes) over and above the agreed tariff as per Article 9 of this Agreement. If the SPD is not able to generate minimum energy corresponding to any three years consecutively as per Annexure – J on

account of reasons solely attributable to the SPD, then the amount of compensation payable shall be ***doubled over the actual compensation payable for the third year***. If the SPD is not able to generate minimum energy corresponding to any five years consecutively as per Annexure – J on account of reasons solely attributable to the SPD then BHEL reserves the right to terminate PPA without notice and SPD shall cease to have rights over the solar power plant and shall immediately vacate the premises without any cost liability to BHEL. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with BHEL HPBP affecting supply of solar power by SPD.

Note: Energy Limits – E1, E2 shall be governed by the Criterion for Generation (as laid down in NIT document)

4.4.2 Notwithstanding Article 4.4.1, any excess generation over and above 10% of declared annual CUF as per Annexure – J may be purchased by BHEL HPBP unless refused by BHEL HPBP. While the SPD should install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than BHEL HPBP (unless refused by BHEL HPBP). However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

However, this compensation shall not be applicable in events of Force Majeure identified under PPA with BHEL HPBP affecting supply of solar power by SPD. However, the amount of shortfall in generation shall be adjusted, on account of non-availability of grid for power evacuation which is beyond the control of the SPD and/or occurrence of abnormally low Global Horizontal Irradiance (GHI) year (i.e. if the actual global solar irradiance in the year under consideration is less than 50% of average values of two (2) years of annual GHI as available from the nearest IMD/SRRA stations). For avoidance of any doubt, it is clarified that the extent of adjustment in CUF in case of non-availability of grid for evacuation which is beyond the control of SPD and / or abnormally low annual Global Horizontal Irradiance year and /or force majeure shall not qualify for revenue billing. Moreover, in case annual GHI is equal to or more than 50% of average value of two (2) years of annual GHI as available from the nearest IMD/SRRA stations, no adjustment shall be made in the annual CUF on account of abnormally low annual GHI year. Any energy produced before COD shall not be at the cost of BHEL HPBP under this scheme.

4.5 Extensions of Time

4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any BHEL HPBP Event of Default; or
- b) Force Majeure Events affecting BHEL HPBP, or
- c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the SPD or BHEL HPBP through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or BHEL

HPBP, or till such time such Event of Default is rectified by BHEL HPBP.

4.5.2 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) Months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.5.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5.4 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date determined pursuant to Article.

4.6 Liquidated Damages for delay in commencement of supply of power to BHEL HPBP

4.6.1 If the SPD is unable to commence supply of power to BHEL HPBP by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1, the SPD shall pay to BHEL HPBP, damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

- a) Delay in commissioning beyond the scheduled commissioning date up to one month (30 Days) – part-1 of the PBG amounting to **Rs. 21,48,750.00 /- (Rs 71,625.00 /- X 30 days)** Will be encashed, proportionally calculated on per-day basis.
- b) Delay of more than one month and up to three months (60 days) : BHEL will encash the remaining PBG Part- II amounting to **Rs. 64,46,100.00/- (Rs.1,07,435.00/- X 60 Days)**, proportionally calculated on per day basis for delay up to another two months.
- c) In case of part or full encashment of PBG as cited at 4.6 (a) and 4.6 (b), the PBG shall be replenished to the full amount as per clause 3.11(ii) of the NIT. All the charges for the replenishment/renewal shall be borne by the SPD.
- d) In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 6 months from signing of PPA, BHEL HPBP reserves the right to terminate the PPA and cancel the Project.
- e) For the purpose of calculations for penalty, the month shall be considered consisting of 30 days

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or Chief Electrical Inspectorate, Govt. of Tamilnadu or agency identified by the central government to carry out testing and certification for the solar power projects. All the results of the performance test shall be made available to BHEL HPBP. Any suggestion or

recommendations by such test report shall be adhered by the SPD and shall furnish proof to BHEL HPBP. The cost incurred in pursuance to such acceptance/performance test shall be borne by SPD.

4.8 Third Party Verification

4.8.1 The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to BHEL HPBP and a third Party if nominated by BHEL HPBP or any Govt. agency for inspection and verification of the works being carried out by the SPD at the site of the Power Project. The SPD shall bear the all the costs of Third Party verification.

4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of such third party.

4.8.3 The third party may carry out checks for testing the CUF of the Power Project in accordance with Clause 4.4.1.

4.8.4 During the Term of this Agreement, the SPD shall undertake to conduct performance test or the third-party verification on a yearly basis at its own cost and expenses and shall comply with the recommendation of such test. The SPD shall share the copies of such report, if any, with BHEL HPBP.

4.9 BHEL, HPBP's Obligations

4.9.1 BHEL HPBP shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.9.2 BHEL HPBP shall ensure timely payments of Tariff to the SPD as per the procedure set out in Article 10.

4.9.3 BHEL HPBP agrees to provide support to the SPD and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- a) upon written request from the SPD, and subject to the SPD complying with Applicable Laws, provide reasonable support and assistance to the SPD in procuring Applicable Permits required from any government agencies for implementation and operation of the Project;
- b) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- c) act reasonably, while exercising its discretionary power under this Agreement;
- d) support, cooperate with and facilitate the SPD in the implementation and operation of the project in accordance with the provisions of this Agreement. However, BHEL HPBP is not obligatory for the safety, security and wages for the employees/ labours working under SPD and executing this project.

5. ARTICLE 5: SYNCHRONISATION, COMMISSIONING & COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The SPD shall give the concerned STATE DISCOM/RLDC/SLDC, BHEL HPBP at least twenty (20) days advanced preliminary written notice and at least ten (10) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by STATE DISCOM in intimation to BHEL HPBP or a third party nominated by BHEL HPBP.

5.1.4 The SPD shall immediately after each synchronization/tripping of PCUs, inform BHEL HPBP and all other concerned authorities in accordance with applicable Grid Code under intimation to BHEL HPBP. In-Addition the SPD will inject infirm power to grid time to time to carry out operational/ functional test prior to commercial operation.

5.1.5 The SPD shall commission the Project as detailed in “Schedule 3: Commissioning Procedure” within six (6) Months of the date of signing of PPA.

6. ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

Deleted

7 ARTICLE 7: METERING

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and BHEL HPBP shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPD's side of Delivery Point.

7.1.3 In addition to ensuring compliance of the applicable codes, the SPD shall install necessary energy meters. All the meters must be ABT compliant.

7.1.4 Measurement of Electrical Energy shall be done at the metering points jointly by the parties.

7.1.5 The scope of net metering and the suitable arrangement in accordance with the STATE DISCOM, if applicable in future, shall be under the scope of SPD.

7.1.6 Energy Scheduling

It is understood and agreed by and between the parties that SPD shall operate the Project as per applicable grid operating standards and relevant statutory provisions/ guidelines and codes, as applicable from time to time.

It is agreed between the Parties that the Project shall be treated as 'MUST RUN' and shall not be subject to merit order dispatch.

7.2 Reporting of Metered Data and Parameters

7.2.1 The grid connected solar PV power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.2.2 Online arrangement would have to be made by the SPD at its own cost for submission of above data regularly for the entire period of this Power Purchase Agreement to the BHEL HPBP/STATE DISCOM and the concerned Ministry or concerned agency as per applicable regulation / directions. Suitable arrangement should be made for SCADA facility.

7.2.3 Reports on above parameters on monthly basis shall be submitted by the SPD to BHEL HPBP for entire period of PPA.

8 ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements and under applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

8.3 Effect on liability of BHEL HPBP

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPD can claim compensation, under any Insurance shall not be charged to or payable by BHEL HPBP.

9 ARTICLE 9: APPLICABLE TARIFF

9.1 The tariff for sale of power is determined as per the tariff discovered through the Competitive bidding process. This tariff is valid for entire duration of this agreement. Any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

9.2 Subsequent to the commissioning of the Project, if there is any de-commissioning / dismantling activity is taken by SPD for the reasons not attributable to the SPD, BHEL HPBP shall make good of such expenses incurred by SPD for carrying out activities and loss in

generation. Loss in generation shall be calculated as per methodology given in Article 10.7.

9.3 The SPD shall be entitled to receive the Tariff of Rs. ____ / kWh, fixed for the entire Term of the PPA with effect from the COD.

9.4 Any energy produced and flowing into the grid before COD shall not be at the cost of BHEL HPBP under this scheme and in case of excess generation over and above 10% of declared CUF, the first right of refusal for purchase of such power shall be with BHEL HPBP.

9.5 The Selected Project Developer will be required to submit all information and documents as desired by BHEL HPBP from time to time.

9.6 Auxiliary Power Consumption by the SPD

SPD shall be entitled to draw the power for its auxiliary consumption from the grid. Auxiliary power shall be adjusted by BHEL HPBP from energy billing through net off scheme from the delivered energy, as indicated below:

10 ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 From the commencement of supply of power, BHEL HPBP shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with this Article and Article 9. All Tariff Payments by BHEL HPBP shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1 The SPD shall issue to BHEL HPBP a signed Monthly Bill/Supplementary Bill for the immediately preceding Month along with necessary supporting documents (if any) complete in all respects. Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Joint Meter reading. The Monthly Bill amount shall be the product of the energy supplied and the applicable Tariff.

10.3 Payment of Monthly Bills

10.3.1 BHEL HPBP shall pay the amount payable under the Monthly Bill/Supplementary Bill if the same is found satisfactory and complete in all respects to such account of the SPD, as shall have been previously notified by the SPD in accordance with Article 10.3.2 (iii) below.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

(i) deductions required by the Law; and

(ii) Income tax as applicable shall be deducted at source by BHEL from the Monthly Bills and TDS certificate will be issued.

(iii) amounts claimed by BHEL HPBP, if any, from the SPD, through an invoice to be payable by the SPD, and not disputed by the SPD within fifteen (15) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that BHEL HPBP shall be entitled to claim any set off or deduction under this Article, after expiry of the said fifteen (15) Days period.

iv) The SPD shall open a bank account at [Insert name of place] (the "SPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by BHEL HPBP to the SPD, and notify BHEL HPBP, of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. BHEL HPBP shall also designate a bank account at (insert place) for payments to be made by the SPD to BHEL HPBP, if any, and notify the SPD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. BHEL HPBP and the SPD shall instruct their respective bankers to make all payments under this Agreement to the SPD's Designated Account or BHEL HPBP's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.4 In the event of early Commissioning of the Project the payment for the power fed to the grid will be accounted from the date of COD, but SPD would be allowed to raise Bills against such power only from the date not earlier than two months prior to Scheduled Commissioning Date.

10.4 Disputed Bill

10.4.1 If the Party does not dispute a Monthly Bill or a Supplementary Bill raised by the other Party by the Due Date, such Bill shall be taken as conclusive.

10.4.2 If the BHEL HPBP disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- (i) the details of the disputed amount;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its claim.

10.4.3 If the SPD agrees to the issues raised in the Bill Dispute Notice issued pursuant to Article 10.4.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case, the excess amount shall be refunded back to the disputing party or shall be adjusted in the next monthly bill

10.4.4 If the SPD does not agree to the issue raised in the Bill Dispute Notice issued pursuant to Article 10.4.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the BHEL HPBP providing:

- (i) reasons for its disagreement;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its counter-claim.

10.4.5 Upon receipt of the Bill Disagreement Notice by the BHEL HPBP under Article 10.4.4, authorized representative(s) of the BHEL HPBP and SPD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.4.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.4.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.4.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, SPD shall be continue to give its services to BHEL HPBP and no case services should be stopped by SPD.

10.5 Quarterly and Annual Reconciliation

10.5.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, or any other reasonable circumstance provided under this Agreement.

10.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPD and BHEL HPBP shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. No interest shall be payable on any of the Invoice of the parties. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.6 Payment of Supplementary Bill

10.6.1 SPD may raise a ("Supplementary Bill") for payment on account of:

- (i) Adjustments required by Joint Meter Reading (if applicable); or
- (ii) Change in Law as provided in Article 12, or and such Supplementary Bill shall be paid by the other Party.

10.6.2 BHEL HPBP shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the reasonable Due Date. If any claim is being raised pursuant to the Article 4.4.1, BHEL HPBP shall make adjustment in the payment made to the SPD.

10.7 Off take constraints due to Connectivity Infrastructure /Grid/ load Unavailability & Back down

10.7.1 Generation Compensation in offtake constraint (Connectivity constraint): After the Scheduled Commissioning Date, if the plant is ready but the necessary power evacuation/connectivity infrastructure is not ready or limitations of the BHEL HPBP Substation, for reasons not attributable to the SPD, leading to offtake constraint, the provision for generation compensation is as follows

: Connectivity Constraint	Provision for Generation Compensation
If the Project is ready but the Necessary power evacuation/connectivity infrastructure is not ready or limitations of the BHEL HPBP Substation, leading to off-take constraint	a. The CUF as per the NIT Document, for the period of grid/load unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, SPD shall raise bill to BHEL HPBP and shall be paid by the BHEL, HPBP at the PPA tariff so as to offset this loss.

10.7.2 Generation Compensation in offtake constraints due to Load Unavailability:

During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission/ distribution unavailability/ low load availability, the power is not evacuated, for reasons not attributable to the SPD. In such cases the generation compensation shall be addressed in following manner:

Duration of Grid Unavailability	Provision for Generation Compensation
Hours of load unavailability during a monthly bill cycle	Minimum Generation Compensation = 50% of Estimated generation based on radiation of the month measured – Actual generation) x PPA Tariff. Any outage hours of plant will not be considered for this calculation SPD shall raise bill to BHEL HPBP for such generation loss and shall be paid by BHEL HPBP at the PPA tariff so as to offset this loss. In case if there is no generation in a contract year, generation in the previous contract year shall be considered for the purpose of calculation.

11 ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means BHEL HPBP or the SPD whose performance has been affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by

the Affected Party.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or, connected with the Affected Party's:
 - (i) Negligent or intentional acts, errors or omissions;
 - (ii) Failure to comply with an Indian Law; or
 - (iii) Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11:

- a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;
- c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events

12 ARTICLE 12: CHANGE IN LAW

Definitions

In this Article, the following terms shall have the following meanings:

“Change in Law” means the occurrence of any of the following events after the last date of Bid submission resulting into any additional recurring/ non-recurring expenditure by SPD or any income to SPD:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Buying Entity;
- any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project. However, Change in Law shall not include
 - I. any change in taxes on corporate income or
 - II. any change in any withholding tax on income or dividends distributed to the shareholders of the SPD (if applicable), or
 - III. any change on account of regulatory measures by the Appropriate Commission

In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator/Procurer then, in order to ensure that the Solar Power Generator/procurer is placed in the same financial position as it would have been had it not been for the occurrence of the

Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

In the event of any decrease in the recurring/ non-recurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an application to the appropriate commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply with the above requirement, in case of any gain to the SPD, BHEL HPBP shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.

Relief for Change in Law

The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law. The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

13 ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPD Event of Default

13.1.1 The occurrence and / or continuation of any of the events, unless any such event occurs as a result of a Force Majeure Event or a breach by SPD of its obligations under this Agreement, shall constitute a SPD Event of Default:

- (ii) The failure to commence supply of power to BHEL HPBP up to the Contracted Capacity, by the end of the period specified in Article 4, or
if
 - a) the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement or
 - b) the SPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (iii) if (a) the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPD, or (c) the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or

reorganization and where the resulting company retains credit-worthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is in a position to perform them; or

(iv) the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from BHEL HPBP in this regard; or

(v) if SPD fails to fulfil any obligation or discharge any duty imposed on it, under this Agreement or

(vi) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vii) Occurrence of any other event which is specified in this Agreement to be a material breach/default of the SPD.

13.2 BHEL HPBP Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting BHEL HPBP:

(i) BHEL HPBP fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.4, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD.

(ii) BHEL HPBP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard; or

(iii) except where due to any SPD's failure to comply with its obligations, BHEL HPBP is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by BHEL HPBP within thirty (30) days of receipt of notice in this regard from the SPD to BHEL HPBP; or if

(iv) BHEL HPBP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

(v) any winding up or bankruptcy or insolvency order is passed against BHEL HPBP, or

(vi) BHEL HPBP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that it shall not constitute a BHEL HPBP Event of Default, where such dissolution or liquidation of BHEL HPBP or BHEL HPBP is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to BHEL HPBP and expressly assumes all obligations of BHEL HPBP and is in a position to perform them; or;

(vii) Occurrence of any other event which is specified in this Agreement to be a material breach or default of BHEL HPBP.

13.3 Procedure for cases of SPD Event of Default

13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, BHEL HPBP shall have the right to deliver to the SPD, with a copy to the representative of the lenders to the SPD with whom the SPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (BHEL HPBP Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BHEL HPBP may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.

13.3.3 Subject to the terms of this Agreement, upon occurrence of a SPD Event of Default under this Agreement, the lenders in consultation with BHEL HPBP may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD.

Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Notice Inviting Tender (NIT) issued by BHEL HPBP and accepts and honours all the terms and condition of this PPA signed between SPD and BHEL HPBP.

13.3.4 The lenders in consultation with BHEL HPBP may seek to exercise right of substitution under Article 13.3.3 by an amendment or novation of the PPA in favour of the selectee.

The SPD shall cooperate with BHEL HPBP to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized.

13.3.5 In case the lending institution exercises the right to step in or take over the Project, BHEL HPBP will also have right to step in along with the lending institution.

13.4 Procedure for cases of BHEL HPBP Event of Default

13.4.1 Upon the occurrence and continuation of any BHEL HPBP Event of Default specified in Article 13.2 the SPD shall have the right to deliver to BHEL HPBP, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or BHEL HPBP Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, this

Agreement may be terminated by the SPD.

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.2, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

14 ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPD shall indemnify, defend and hold BHEL HPBP harmless against:

- a) any and all third party claims against BHEL HPBP for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BHEL HPBP from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement)
- c) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BHEL HPBP arising out of the claims by contract labourers employed by SPD. SPD shall be the Principal Employer in respect to such contract labourers and SPD shall comply with all applicable labour laws; and
- d) all claims for (i) bodily injuries, including death, or damages to property, as well as any indirect or incidental cost, losses or damages, caused by the SPD or its employees in connection with the performance of this Agreement or by his Power Plant, or (ii) any consequential damages and/or any economic loss caused directly or indirectly by SPD, its employees or its Power Plant.

14.1.2 BHEL HPBP shall indemnify, defend and hold the SPD harmless against:

- a) any and all third party claims against the SPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by BHEL, HPBP of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of a breach by BHEL HPBP of any of its obligations.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

(i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3; and

(ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnifying Party.

- b) The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of non-payment of such losses after a valid notice under this Article 14, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the SPD nor BHEL HPBP nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 BHEL HPBP shall have no recourse against any officer, director or shareholder of the SPD or any Affiliate of the SPD or any of its officers, directors or shareholders for such Claims excluded under this Article. The SPD shall have no recourse against any officer, director or

shareholder of BHEL HPBP, or any affiliate of BHEL HPBP or any of its officers, directors or shareholders for such claims excluded under this Article.

However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the bidder, or to any obligation of the bidder to indemnify the BHEL with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

14.6 No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD by BHEL.

15 ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Provided that BHEL HPBP shall permit assignment of any of SPD's rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld by the SPD if BHEL HPBP seeks to transfer to any affiliate all of its rights and obligations under this Agreement. Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

15.2 Permitted charges

15.2.1 SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

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

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22 05-2018".

ARBITRATION & CONCILIATION CLAUSE:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect,

interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Trichy. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of above clause, the courts at Trichy, Tamilnadu State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and / or reference for the Appropriate Commission or the Arbitration Tribunal, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

17 ARTICLE 17: REPRESENTATIONS AND WARRANTIES

17.1 Representations and warranties of the SPD

SPD represents and warrants to BHEL HPBP that:

17.1.1 it is duly organized, validly existing and in good standing under the laws of India;

17.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated here-by;

17.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

17.1.4 it has the financial standing and capacity to undertake the Project;

17.1.5 this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

17.1.6 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the SPD's Memorandum and Articles of Association or any Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

17.1.7 there are no actions, suits, proceedings or investigations pending or to the SPD's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute SPD Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

17.1.8 it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

17.1.9 it has complied with all Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

17.1.10 no representation or warranty by the SPD contained herein or in any other document furnished by it to BHEL HPBP or to any Government Agency in relation to Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

17.1.11 without prejudice to any express provision contained in this Agreement, the SPD acknowledges that prior to the execution of this Agreement, the SPD has after a complete and careful examination made an independent evaluation of the Project, and the information provided by BHEL HPBP, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the SPD in the course of performance of its obligations hereunder. The SPD also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that BHEL HPBP shall not be liable for the same in any manner whatsoever to the SPD.

17.1.12 the SPD or SPDs' agents or representatives have visited, inspected, familiar with and satisfied with the premises, its physical condition, roads, access rights, utilities, topographical conditions, except for unusual or unknown surface or subsurface conditions, or unusual or unknown conditions, and have performed all reasonable investigations necessary to determine that the project site is suitable for the construction /modification and installation of the solar power plant, and are familiar with the local and other conditions which may be material to SPDs' performance of its obligations under this Agreement.

17.1.13 It has the requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out the scope of services and also has trained and experienced persons having requisite skills, knowledge, experience, and expertise to perform the functions, operation and maintenance service, in terms of this Agreement.

17.1.14 The SPD has taken all necessary measures to comply with the statutory requirements as mentioned in the Annexure – K.

17.2 Representations and Warranties of BHEL HPBP

BHEL HPBP represents and warrants to the SPD that:

17.2.1 BHEL HPBP has full power and authority to enter into this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and

17.2.2 This Agreement constitutes BHEL, HPBP's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

17.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same and where reasonably possible, prior consent for such change shall be taken from the other party.

18 ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Amendment

18.1.1 This Agreement can only be amended or supplemented by a written agreement between the Parties.

18.2 Third Party Beneficiaries

18.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

18.3 Waiver

18.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

18.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.4 Confidentiality

18.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law without the prior written consent of the other Party.

18.5 Severability

18.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.6 Notices

18.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

18.6.2 If to the SPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Attention:	
------------	--

Email:	
Address:	
Fax No.	
Telephone No.	

18.6.3 If to BHEL HPBP, all notices or communications must be delivered personally or by registered post or fax or any other mode duly acknowledged to the address(es) below:

Attention:	
Email:	
Address:	
Fax No.	
Telephone No.	

18.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the fax Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

18.7 Language

18.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.8 Restriction of Shareholders' / Owners' Liability

18.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

18.9 Taxes and Duties

18.9.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

18.9.2 BHEL HPBP shall be indemnified and held harmless by the SPD against any claims that may be made against BHEL HPBP in relation to the matters set out in Article 18.9.1.

18.9.3 BHEL HPBP shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPD by BHEL HPBP on behalf of SPD.

18.10 Independent Entity

18.10.1 The SPD shall be an independent entity performing its obligations pursuant to the Agreement.

18.10.2 Subject to the provisions of the Agreement, the SPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPD or contractors engaged by the SPD in connection with the performance of the Agreement shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of BHEL HPBP and nothing contained in the Agreement or in any agreement or contract awarded by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and BHEL HPBP.

18.11 Compliance with Law

- (i) Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in Law, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

18.12 Notice of Damage or Emergency

The SPD shall

- (ii) Promptly notify BHEL HPBP if it becomes aware of any damage to or loss of the use of the Power Project or that could reasonably be expected to adversely affect the Power Project,
- (iii) Immediately notify BHEL HPBP once it becomes aware of any event or circumstances that pose an imminent risk to human health, the environment, the Power Project or Premises.

18.13 Goodwill and Publicity

Neither party shall use any trade name, service mark nor trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party, the parties shall co-ordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such releases or their public statements shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required to be obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

18.14 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

18.15 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

18.16 Immunity to Government of India

It is understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BHEL HPBP is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles of Contract Law. The SPD shall agree, acknowledge and understand that BHEL HPBP is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, SPD expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this Agreement, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this Agreement.

18.17 Bribes and Gifts

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the SPD or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of BHEL HPBP or any person on his or their behalf in relation to the obtaining or to the execution of this or any other Agreement with BHEL HPBP shall, in addition to any criminal liability which the SPD may incur, subject the SPD to the cancellation of this and all other Agreements with BHEL HPBP and also to payment of any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under the present clause shall be settled by BHEL HPBP in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of [BHEL HPBP] Name, Designation and Address (Signature with Seal)	On behalf of [SPD] Name, Designation and Address (Signature with Seal)
---	---

Witness:

- 1.
- 2.

POWER PURCHASE AGREEMENT

**FOR
PROCUREMENT
OF
78 KW_p SOLAR POWER
ON LONG TERM BASIS**

Between

M/s.

And

**BHARAT HEAVY ELECTRICALS
LIMITED- BOILER AUXILIARIES
PLANT, RANIPET**

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PPA FORMAT

This Power Purchase Agreement is made on the XXth day of XXXXX of 20XX. Between **Solar Power Developer (Name)**, a company incorporated under the Companies Act 1956, having its registered office at _____(hereinafter referred to as “SPD”, which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) as a Party of the **First part**. And **M/s Bharat Heavy Electricals Limited (BHEL), Boiler Auxiliaries Plant, Ranipet** hereinafter referred to as “BHEL BAP”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the **Second part**. SPD and User are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

- A. Whereas a PPA has been executed between SPD and BHEL BAP on _____, for setting up of 78 KWp Roof Top Solar Power Project at BHEL BAP.
- B. Whereas, SPD shall Build, Own & Operate the Project(s) and will also make all required investments for the Projects.
- C. Whereas, the proposed Project being setup at BHEL BAP and will be connected to designated BHEL BAP building switchgear panels at 415V voltage level.
- D. Whereas, SPD shall also complete all other assignments required for setting up, commissioning and successful operation of the Project, considering point of sale of power at the delivery point(s) at the individual switchgear of respective building Rooftops.
- E. Whereas, SPD shall operate and maintain the Project(s) for the period of minimum TWENTY-FIVE (25) years (or extended period as mutually agreed) from the date of Commercial Operation Date (COD) of the project(s);
- F. Whereas, SPD has agreed to sell entire energy generated from project to BHEL BAP and BHEL BAP has agreed to purchase such Power from the Projects as per terms and conditions contained herein and at a tariff as per **Article 9**.
- G. Whereas, BHEL BAP has agreed to pay for the energy purchased from SPD at a tariff to be determined as per provisions contained herein;
- H. Tariff shall be as per the Article 9.
- I. Whereas any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN; IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules /

regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

Accounting Year	Means the Financial Year commencing from 1st April of a calendar year and ending on 31st March of the next calendar year. The 1st accounting year for the unit shall start from the date of commissioning of the unit and shall end on the 31st March of the next calendar year;
Act or Electricity Act, 2003	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
“Affiliates”	shall mean a Company that, directly or indirectly, i. controls, or ii. is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights of the other Company;
Agreement or Power Purchase Agreement or PPA	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof.
Appropriate Commission	shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be.
Bill Dispute Notice	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party.
Bulk Consumer	Shall have the same meaning as provided in CERC (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time.
Business Day	shall mean with respect to SPD and BHEL BAP, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Ranipet.
“Buying Entity”	shall mean USER who have signed the PPA with SPD for purchase of Power;
Capacity Utilisation Factor or CUF	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity.
CERC	shall mean the Central Electricity Regulatory Commission of India, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003, or its successors.
Change in Law	Shall have the meaning ascribed thereto in Article 12 of this Agreement.
“Check Meter”	Any meter and/or metering device of accuracy class equivalent to the Main Meter, which shall be connected to the same core of the Current Transformer & Voltage Transformer to which Main meter is connected and shall be used for accounting and billing of electricity in the case of failure of Main meter;
Commissioning	Shall have the meaning ascribed thereto in Article 5 of this Agreement.
Commercial Operation Date (COD)	shall be the actual date of commissioning of full capacity (i.e. the full capacity of the Power Project has been commissioned and the SPD starts scheduling and injecting power from the Power Project to the Delivery Point) of the Project as declared by SNA / BHEL BAP.
Competent Court of Law	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement.
Consents, Clearance and	Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required

Permits	to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power.
Consultation Period	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPD Preliminary Default Notice or BHEL BAP Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances.
Contract Year	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
Contracted Capacity	shall mean 78 KWp contracted with BHEL BAP for supply by the SPD to BHEL BAP at the Delivery Point from the Solar Power Project.
Day	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
Delivery/Interconnection	shall mean the point at 415V local switchgear of respective building of BHEL BAP where the power from the solar power project is injected (including the dedicated transmission line connecting the power project with the interconnection point). For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/SERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. All charges and losses related to Transmission of power from project up to delivery point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power etc.) as notified by the competent authority/ regulator up to the Delivery Point shall be borne by the SPD.
DISCOMS	shall mean the distribution utility or the distribution utilities.
Dispute	shall mean any dispute or difference of any kind between BHEL BAP and the SPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement.
Due Date	Shall mean the forty-fifth (45th) day after a Monthly Bill or a Supplementary Bill is received and duly accepted by BHEL BAP, if such day is not a Business day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by BHEL BAP.
Effective Date	Shall have the meaning ascribed there to in Article 2.1 of this Agreement.
Electricity Laws	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments there to and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
Energy Accounts/Joint meter reading	shall mean Joint Meter Reading including the revisions and amendments thereof recorded by USER & SPD; For the energy accounting purpose including billing such JMRs shall be binding on both Parties
Event of Default	shall mean the events as defined in Article 13 of this Agreement.

Expiry Date	Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date of the Project subject to that the supply of power shall be limited for a period of 25 years from the Unit Commercial Operation Date of respective Unit(s) unless extended by the Parties as per this Agreement.
Financing Agreements	Shall mean the agreements pursuant to which the SPD has got financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of BHEL BAP.
Force Majeure or Force Majeure Event	Shall have the meaning ascribed thereto in Article 11 of this Agreement.
Grid Code / IEGC or State Grid Code	shall mean the Grid Code specified by the CERC under Clause (h) of Subsection (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.
“Incremental Receivables”	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
Indian Governmental Instrumentality	shall mean the Government of India, Governments of state(s) of Tamilnadu and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India.
Insurances	shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement.
Interconnection Facilities	shall mean the facilities on SPD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement.
Invoice or Bill	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.
Law	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions.
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 6.4 of this Agreement;
Month	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
“Metering date”	means the first working day of each calendar month for a scheduled time mutually agreed between the parties. However, the metering date of the financial year ends at 23:59 hrs on 31st March of subsequent year and so on;

Metering Point	The location at which the energy meters are connected to the local switchgear through instrument transformers (voltage transformers and current transformers) and energy injected or drawn is measured.
“MUST RUN”	means this power plant which is not subjected to Merit Order dispatch principles; USER shall also ensure deployment of efficient energy management system so as to ensure entire energy generation capability of the Project;
Operating Period	shall mean the period commencing from the Commercial Operation Date, until the last day of the Term of this Agreement or date of earlier termination of this Agreement in accordance with Article 2 of this Agreement.
Open Access Charges	shall mean the charges levied by the CTU/ RLDC / STU/ SLDC of the State wherein the Solar Power Project is located for the grant of Open Access as defined in Electricity Act 2003 and amended time to time.
Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 6.4 of this Agreement;
Party and Parties	Shall have the meaning ascribed there to in the recital to this Agreement.
Performance Bank Guarantee	Shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to BHEL BAP from a bank mentioned in Schedule 2 of this Agreement in the form attached hereto as Schedule 1.
Power Project or Project	Shall mean the solar power generation facility of Contracted Capacity of 78 KWp , BHEL BAP, Ranipet, Tamilnadu State having a separate boundary, control system, metering and separate points of injection into the grid at Delivery/Interconnection/metering point at STU/CTU substation or in case of sharing of transmission lines, by separate Injection at pooling point. This includes all units and auxiliaries such as water supply, treatment or storage facilities. bay/s for transmission system in the switch yard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement.
Preliminary Default Notice	Shall have the meaning ascribed there to in Article 13 of this Agreement.
Project Financing /Arrangements for Financial Closure	Shall mean arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank /financial institution by way of sanction of a loan or letter agreeing to finance.
Prudent Utility Practices	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: · operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project. · the requirements of Indian Law. and the physical conditions at the site of the Power Project.
NIT	Notice Inviting Tender for which the current PPA is a part and through which the SPD has been selected

1.2 Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1, 00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal entity) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees", "Rs" or rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

2 ARTICLE 2: TERM OF AGREEMENT

2.1. Effective Date

2.1.1 This Agreement shall come into effect from Date. _____.

2.2 Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period provided such an extension is agreed in writing on agreed terms and conditions between SPD and BHEL BAP and that such extension is obtained at least one hundred eighty (180) days prior to the expiry date.

2.2.2 On extension of the PPA, the SPD is free to operate their plants beyond the Expiry Date if other conditions like land lease, permits, approvals and clearances etc., allow.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date if either BHEL BAP or SPD terminates the Agreement, pursuant to Article 13 of this Agreement.

2.3.2 Obligation on Expiry of the Agreement

Handover & End-of-Term Clause

Upon completion of the 25-year contract period, the Contractor has to completely dismantle, pack, and clear the entire solar installation, restoring the rooftops to their original condition at the Contractor's sole cost and need to obtain the end user certification.

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive on expiry or termination of this Agreement.

3 ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the SPD

The SPD agrees and undertakes to duly perform and complete all of the following activities at SPD's own risk and cost within three (3) months from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by BHEL BAP:

- a) The SPD shall obtain or apply (as applicable) for all Consents, Clearances and Permits required for construction of the Project as per the terms of this Agreement. The SPD shall also obtain all Consents, Clearances and Permits required for operation and supply of power to BHEL BAP before Commissioning of the Project;
- b) The SPD shall make Project financing arrangements and provide necessary certificates to BHEL BAP within 90 days from the date of signing the PPA.
- c) The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure-B of the NIT document and produce the documentary evidence of the same.
- d) The SPD shall make necessary arrangement required for water required for power project. The SPD shall make necessary arrangements for tapping water from the nearest water source. Water shall be provided on chargeable basis. The tariff for water consumption shall be same as the prevailing rates of Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB).
- e) The SPD shall ensure that all the natural drainages/nalas on the roofs, if any, should not be disturbed. However, additional drainage if any required shall be in the scope SPD.
- f) SPD shall make necessary pathway for movement, maintenance of solar modules along and in rows of solar modules. Sufficient lighting arrangements shall be provided around the respective roof areas. The SPD shall also provide sufficient CCTV cameras on each roof in consultation with BHEL BAP to monitor the movement of personnel etc. in the entire Solar PV plant.
- g) The manpower engaged by SPD shall have access to BHEL BAP campus provided they fulfil with BHEL BAP security permission & procedures in force from time to time.

The SPD shall submit to BHEL BAP the relevant documents as stated above, complying with the Conditions Subsequent, within three (3) months from the Effective Date.

3.2 Consequences of non-fulfilment of conditions subsequent

3.2.1 In case of a non-fulfilment of condition subsequent as enumerated in Article 3.1 above, BHEL BAP shall encash the Performance Bank Guarantee submitted by the SPD. BHEL BAP shall have the right to terminate this Agreement by giving a notice to the SPD in writing of at least seven (7) days unless the delay is on account of delay by Government or Force Majeure. The termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 In case of inability of the SPD to fulfil any one or more of the conditions specified in Article 3.1 due to any Force Majeure event (Article 4.5.2), the time period for fulfilment of the

Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.2.4 Provided that due to the provisions of this Article 3.2.3, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

3.3.1 The Performance Bank Guarantee having validity of tenure of PPA from the date of signing this Agreement and of ₹ 7,35,850.00/- to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule1.

3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPD.

3.3.3 If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by BHEL BAP, subject to conditions mentioned in Article 4.5, BHEL BAP shall encash the Performance Bank Guarantee without prejudice to the other rights of BHEL BAP under this Agreement.

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, The PBG of SPD / SPV shall be returned to the SPD / SPV on release of final month payment of final invoice subject to submission of No due certificate / SD claim refund form with the certification of the end user.

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of BHEL BAP under this Agreement.

4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPD's Obligations

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

- a) obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices; and
- c) the commencement of supply of power up to the Contracted Capacity to BHEL BAP not later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- d) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; and
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- f) maintaining its controlling shareholding (controlling shareholding shall mean not less than 51% of the voting rights and paid-up share capital) prevalent at the time of signing

of PPA in the Company/Consortium developing the project up to a period of one (1) year after Commercial Operation Date. However, transfer of controlling shareholding within the same Group Companies will be allowed with the written permission of BHEL BAP even before one-year period from COD subject to the condition that the management control remains within the same Group Companies; and

- g) Performance and fulfilment of all the obligations of the SPD in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the SPD under this Agreement.
- h) SPD warrants that it will comply with all the warranty conditions of the original equipment manufacturer from the date of acceptance of the equipment by the SPD, conform to the specifications and shall maintain the solar power plant as per the recommendations of the original equipment manufacturer.
- i) SPD warrants and confirms that, at all time during the currency of the Agreement, it shall maintain the solar power plant in accordance with the recommendation of OEM.
- j) SPD undertakes and confirms that, it shall impart training to BHEL, BAP's staff who are supervising the day-to-day operation and maintenance of solar power plant without any additional cost.
- k) The SPD shall not cause any damages to the property of BHEL BAP during the installation of the solar power plant and also during the operation and maintenance of the same. In the event of any damage caused to property of BHEL BAP due to negligence or misconduct of the SPD, the same shall be rectified or replaced (as instructed by BHEL BAP) by the SPD at its own cost and expenses. The SPD confirms that, in the event of failure to adhere to the above, BHEL BAP shall have the right to withhold the payments due to the SPD until the defect is rectified.
- l) The roofs shall not be used for any other purpose other than the purpose mentioned in NIT.
- m) Operation and maintenance of the Power Project in accordance with the provisions of this Agreement.
- n) Unless otherwise agreed between the Parties, the SPD shall not carry out any modification of the Premises without the written consent of BHEL BAP, except the modifications mentioned in NIT. The SPD shall maintain general cleanliness of the area around the Power Project during the term of the Agreement.

4.1.2 The SPD shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- a) make, or cause to be made, necessary applications to the relevant government agencies with such particulars and details, as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Power Project;

- c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- d) ensure and procure that the SPD and its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the SPD's obligations under this Agreement;
- e) take all necessary and reasonable safety precautions with respect to providing the installation work, solar power and operations during the term of the Agreement that shall comply with all applicable Laws pertaining to the health and safety of persons and real and personal property; and
- f) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement.

4.2 Information regarding Interconnection Facilities

4.2.1 The SPD shall be required to obtain all information with regard to the Interconnection Facilities necessary to enable it to design, install and operate Plant and all interconnecting apparatus/ equipment on the SPD's side of the Delivery Point(s) to enable delivery of electricity at the Delivery Point(s).

4.2.2 The transmission of power up to the point of interconnection (upto respective building LT switchgear) shall be the responsibility of the SPD at his own cost.

4.2.3 The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project.

4.2.4 All costs and charges including but not limited to the wheeling charges (if applicable in future) and losses up to the interconnect point associated with this arrangement will also be borne by the SPD on mutual agreement.

4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell only to BHEL BAP and BHEL BAP subjected to clause 4.4 below, undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4 Right to Contracted Capacity & Energy

4.4.1 BHEL BAP, at any time during a Contract Year, shall not be obliged to Purchase any additional energy from the SPD beyond <E1>Million kWh (MU). The declared annual CUF shall in no case be less than the CUF mentioned for each year in the table at Annexure – J. If for any Contract Year, it is found that the SPD has not been able to generate minimum energy of <E2>Million kWh (MU) till the end of 25 years from the COD for each corresponding year as per Annexure – J, on account of reasons solely attributable to the SPD, the non-compliance by SPD shall make SPD liable to pay the compensation and shall duly pay such compensation to BHEL BAP. This will, however, be relaxable by BHEL BAP to the extent of grid non-availability for evacuation, which is beyond the control of the developer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The compensation shall be equal to the excess tariff payable by BHEL BAP (prevailing tariff determined by the STATE DISCOM as applicable to BHEL BAP including all taxes) over and above the agreed tariff as per Article 9 of this Agreement. If the SPD is not able to generate minimum energy corresponding to any three years consecutively as per Annexure – J on

account of reasons solely attributable to the SPD, then the amount of compensation payable shall be ***doubled over the actual compensation payable for the third year***. If the SPD is not able to generate minimum energy corresponding to any five years consecutively as per Annexure – J on account of reasons solely attributable to the SPD then BHEL reserves the right to terminate PPA without notice and SPD shall cease to have rights over the solar power plant and shall immediately vacate the premises without any cost liability to BHEL. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with BHEL BAP affecting supply of solar power by SPD.

Note: Energy Limits – E1, E2 shall be governed by the Criterion for Generation (as laid down in NIT document)

4.4.2 Notwithstanding Article 4.4.1, any excess generation over and above 10% of declared annual CUF as per Annexure – J may be purchased by BHEL BAP unless refused by BHEL BAP. While the SPD should install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than BHEL BAP (unless refused by BHEL BAP). However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC / SLDC or any other competent agency.

However, this compensation shall not be applicable in events of Force Majeure identified under PPA with BHEL BAP affecting supply of solar power by SPD. However, the amount of shortfall in generation shall be adjusted, on account of non-availability of grid for power evacuation which is beyond the control of the SPD and/or occurrence of abnormally low Global Horizontal Irradiance (GHI) year (i.e. if the actual global solar irradiance in the year under consideration is less than 50% of average values of two (2) years of annual GHI as available from the nearest IMD/SRRA stations). For avoidance of any doubt, it is clarified that the extent of adjustment in CUF in case of non-availability of grid for evacuation which is beyond the control of SPD and / or abnormally low annual Global Horizontal Irradiance year and /or force majeure shall not qualify for revenue billing. Moreover, in case annual GHI is equal to or more than 50% of average value of two (2) years of annual GHI as available from the nearest IMD/SRRA stations, no adjustment shall be made in the annual CUF on account of abnormally low annual GHI year. Any energy produced before COD shall not be at the cost of BHEL BAP under this scheme.

4.5 Extensions of Time

4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any BHEL BAP Event of Default; or
- b) Force Majeure Events affecting BHEL BAP, or
- c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the SPD or BHEL BAP through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or BHEL BAP, or till such time such Event of Default is rectified by BHEL BAP.

4.5.2 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) Months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.5.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5.4 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date determined pursuant to Article.

4.6 Liquidated Damages for delay in commencement of supply of power to BHEL BAP

4.6.1 If the SPD is unable to commence supply of power to BHEL BAP by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1, the SPD shall pay to BHEL BAP, damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

- a) Delay in commissioning beyond the scheduled commissioning date up to one month (30 Days) – part-1 of the PBG amounting to **Rs. 1,83,750.00/- (Rs. 6,125.00/- X 30 days)** will be encashed, proportionally calculated on per-day basis.
- b) Delay of more than one month and up to three months (60 days) : BHEL will encash the remaining PBG Part- II amounting to **Rs. 5,51,100.00 /- (Rs. 9,185.00/- X 60 Days)**, proportionally calculated on per day basis for delay up to another two months.
- c) In case of part or full encashment of PBG as cited at 4.6 (a) and 4.6 (b), the PBG shall be replenished to the full amount as per clause 3.11(ii) of the NIT. All the charges for the replenishment/renewal shall be borne by the SPD.
- d) In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 6 months from signing of PPA, BHEL BAP reserves the right to terminate the PPA and cancel the Project.
- e) For the purpose of calculations for penalty, the month shall be considered consisting of 30 days

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or Chief Electrical Inspectorate, Govt. of Tamilnadu or agency identified by the central government to carry out testing and certification for the solar power projects. All the results of the performance test shall be made available to BHEL BAP. Any suggestion or recommendations by such test report shall be adhered by the SPD and shall furnish proof to BHEL BAP. The cost incurred in pursuance to such acceptance/performance test shall be borne

by SPD.

4.8 Third Party Verification

4.8.1 The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to BHEL BAP and a third Party if nominated by BHEL BAP or any Govt. agency for inspection and verification of the works being carried out by the SPD at the site of the Power Project. The SPD shall bear the all the costs of Third Party verification.

4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of such third party.

4.8.3 The third party may carry out checks for testing the CUF of the Power Project in accordance with Clause 4.4.1.

4.8.4 During the Term of this Agreement, the SPD shall undertake to conduct performance test or the third-party verification on a yearly basis at its own cost and expenses and shall comply with the recommendation of such test. The SPD shall share the copies of such report, if any, with BHEL BAP.

4.9 BHEL, BAP's Obligations

4.9.1 BHEL BAP shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.9.2 BHEL BAP shall ensure timely payments of Tariff to the SPD as per the procedure set out in Article 10.

4.9.3 BHEL BAP agrees to provide support to the SPD and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- a) upon written request from the SPD, and subject to the SPD complying with Applicable Laws, provide reasonable support and assistance to the SPD in procuring Applicable Permits required from any government agencies for implementation and operation of the Project;
- b) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- c) act reasonably, while exercising its discretionary power under this Agreement;
- d) support, cooperate with and facilitate the SPD in the implementation and operation of the project in accordance with the provisions of this Agreement. However, BHEL BAP is not obligatory for the safety, security and wages for the employees/ labours working under SPD and executing this project.

5. ARTICLE 5: SYNCHRONISATION, COMMISSIONING & COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The SPD shall give the concerned STATE DISCOM/RLDC/SLDC, BHEL BAP at least twenty (20) days advanced preliminary written notice and at least ten (10) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by STATE DISCOM in intimation to BHEL BAP or a third party nominated by BHEL BAP.

5.1.4 The SPD shall immediately after each synchronization/tripping of PCUs, inform BHEL BAP and all other concerned authorities in accordance with applicable Grid Code under intimation to BHEL BAP. In-Addition the SPD will inject in firm power to grid time to time to carry out operational/ functional test prior to commercial operation.

5.1.5 The SPD shall commission the Project as detailed in “Schedule 3: Commissioning Procedure” within six (6) Months of the date of signing of PPA.

6. ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling Deleted

7 ARTICLE 7: METERING

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and BHEL BAP shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPD's side of Delivery Point.

7.1.3 In addition to ensuring compliance of the applicable codes, the SPD shall install necessary energy meters. All the meters must be ABT compliant.

7.1.4 Measurement of Electrical Energy shall be done at the metering points jointly by the parties.

7.1.5 The scope of net metering and the suitable arrangement in accordance with the STATE DISCOM, if applicable in future, shall be under the scope of SPD.

7.1.6 Energy Scheduling

It is understood and agreed by and between the parties that SPD shall operate the Project as per applicable grid operating standards and relevant statutory provisions/ guidelines and codes, as applicable from time to time.

It is agreed between the Parties that the Project shall be treated as 'MUST RUN' and shall not be subject to merit order dispatch.

7.2 Reporting of Metered Data and Parameters

7.2.1 The grid connected solar PV power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.2.2 Online arrangement would have to be made by the SPD at its own cost for submission of above data regularly for the entire period of this Power Purchase Agreement to the BHEL BAP/STATE DISCOM and the concerned Ministry or concerned agency as per applicable regulation / directions. Suitable arrangement should be made for SCADA facility.

7.2.3 Reports on above parameters on monthly basis shall be submitted by the SPD to BHEL BAP for entire period of PPA.

8 ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements and under applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

8.3 Effect on liability of BHEL BAP

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPD can claim compensation, under any Insurance shall not be charged to or payable by BHEL BAP.

9 ARTICLE 9: APPLICABLE TARIFF

9.1 The tariff for sale of power is determined as per the tariff discovered through the Competitive bidding process. This tariff is valid for entire duration of this agreement. Any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

9.2 Subsequent to the commissioning of the Project, if there is any de-commissioning / dismantling activity is taken by SPD for the reasons not attributable to the SPD, BHEL BAP shall make good of such expenses incurred by SPD for carrying out activities and loss in generation. Loss in generation shall be calculated as per methodology given in Article 10.7.

9.3 The SPD shall be entitled to receive the Tariff of Rs. ____ / kWh, fixed for the entire Term of the PPA with effect from the COD.

9.4 Any energy produced and flowing into the grid before COD shall not be at the cost of BHEL BAP under this scheme and in case of excess generation over and above 10% of declared CUF, the first right of refusal for purchase of such power shall be with BHEL BAP.

9.5 The Selected Project Developer will be required to submit all information and documents as desired by BHEL BAP from time to time.

9.6 Auxiliary Power Consumption by the SPD

SPD shall be entitled to draw the power for its auxiliary consumption from the grid. Auxiliary power shall be adjusted by BHEL BAP from energy billing through net off scheme from the delivered energy, as indicated below:

10 ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 From the commencement of supply of power, BHEL BAP shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with this Article and Article 9. All Tariff Payments by BHEL BAP shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1 The SPD shall issue to BHEL BAP a signed Monthly Bill/Supplementary Bill for the immediately preceding Month along with necessary supporting documents (if any) complete in all respects. Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Joint Meter reading. The Monthly Bill amount shall be the product of the energy supplied and the applicable Tariff.

10.3 Payment of Monthly Bills

10.3.1 BHEL BAP shall pay the amount payable under the Monthly Bill/Supplementary Bill if the same is found satisfactory and complete in all respects to such account of the SPD, as shall have been previously notified by the SPD in accordance with Article 10.3.2 (iii) below.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

(i) deductions required by the Law; and

(ii) Income tax as applicable shall be deducted at source by BHEL from the Monthly Bills and TDS certificate will be issued.

(iii) amounts claimed by BHEL BAP, if any, from the SPD, through an invoice to be payable by the SPD, and not disputed by the SPD within fifteen (15) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that BHEL BAP shall be entitled to claim any set off or deduction under this Article, after expiry of the said fifteen (15) Days period.

iv) The SPD shall open a bank account at [Insert name of place] (the "SPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by BHEL BAP to the SPD, and notify BHEL BAP, of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. BHEL BAP shall also designate a bank account at (insert place) for payments to be made by the SPD to BHEL BAP, if any, and notify the SPD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. BHEL BAP and the SPD shall instruct their respective bankers to make

all payments under this Agreement to the SPD' Designated Account or BHEL, BAP's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.4 In the event of early Commissioning of the Project the payment for the power fed to the grid will be accounted from the date of COD, but SPD would be allowed to raise Bills against such power only from the date not earlier than two months prior to Scheduled Commissioning Date.

10.4 Disputed Bill

10.4.1 If the Party does not dispute a Monthly Bill or a Supplementary Bill raised by the other Party by the Due Date, such Bill shall be taken as conclusive.

10.4.2 If the BHEL BAP disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- (i) the details of the disputed amount;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its claim.

10.4.3 If the SPD agrees to the issues raised in the Bill Dispute Notice issued pursuant to Article 10.4.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case, the excess amount shall be refunded back to the disputing party or shall be adjusted in the next monthly bill

10.4.4 If the SPD does not agree to the issue raised in the Bill Dispute Notice issued pursuant to Article 10.4.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the BHEL BAP providing:

- (i) reasons for its disagreement;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its counter-claim.

10.4.5 Upon receipt of the Bill Disagreement Notice by the BHEL BAP under Article 10.4.4, authorized representative(s) of the BHEL BAP and SPD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.4.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.4.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.4.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, SPD shall be continue to give its services to BHEL BAP and no case services should be stopped by SPD.

10.5 Quarterly and Annual Reconciliation

10.5.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of

the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, or any other reasonable circumstance provided under this Agreement.

10.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPD and BHEL BAP shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. No interest shall be payable on any of the Invoice of the parties. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.6 Payment of Supplementary Bill

10.6.1 SPD may raise a ("Supplementary Bill") for payment on account of:

- (i) Adjustments required by Joint Meter Reading (if applicable); or
- (ii) Change in Law as provided in Article 12, or and such Supplementary Bill shall be paid by the other Party.

10.6.2 BHEL BAP shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the reasonable Due Date. If any claim is being raised pursuant to the Article 4.4.1, BHEL BAP shall make adjustment in the payment made to the SPD.

10.7 Off take constraints due to Connectivity Infrastructure /Grid/ load Unavailability & Back down

10.7.1 Generation Compensation in offtake constraint (Connectivity constraint): After the Scheduled Commissioning Date, if the plant is ready but the necessary power evacuation/ connectivity infrastructure is not ready or limitations of the BHEL BAP Substation, for reasons not attributable to the SPD, leading to offtake constraint, the provision for generation compensation is as follows

: Connectivity Constraint	Provision for Generation Compensation
If the Project is ready but the Necessary power evacuation/connectivity infrastructure is not ready or limitations of the BHEL BAP Substation, leading to off-take constraint	a. The CUF as per the NIT Document, for the period of grid/load unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, SPD shall raise bill to BHEL BAP and shall be paid by the BHEL, BAP at the PPA tariff so as to offset this loss.

10.7.2 Generation Compensation in offtake constraints due to Load Unavailability:

During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission/ distribution unavailability/ low load availability, the power is not evacuated, for reasons not attributable to the SPD. In such cases the generation compensation shall addressed in following manner:

Duration	of	Grid	Provision for Generation Compensation
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Unavailability	
Hours of load unavailability during a monthly bill cycle	Minimum Generation Compensation = 50% of Estimated generation based on radiation of the month measured – Actual generation) x PPA Tariff. Any outage hours of plant will not be considered for this calculation SPD shall raise bill to BHEL BAP for such generation loss and shall be paid by BHEL BAP at the PPA tariff so as to offset this loss. In case if there is no generation in a contract year, generation in the previous contract year shall be considered for the purpose of calculation.

11 ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means BHEL BAP or the SPD whose performance has been affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment,

materials, spare parts or consumables for the Power Project;

- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or, connected with the Affected Party's:
 - (i) Negligent or intentional acts, errors or omissions;
 - (ii) Failure to comply with an Indian Law; or
 - (iii) Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11:

- a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in

- regard to its obligations, including but not limited to those specified under Article 4.5;
- c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events

12 ARTICLE 12: CHANGE IN LAW

Definitions

In this Article, the following terms shall have the following meanings:

"Change in Law" means the occurrence of any of the following events after the last date of Bid submission resulting into any additional recurring/ non-recurring expenditure by SPD or any income to SPD:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Buying Entity;
- any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project. However, Change in Law shall not include
 - I. any change in taxes on corporate income or
 - II. any change in any withholding tax on income or dividends distributed to the shareholders of the SPD (if applicable), or
 - III. any change on account of regulatory measures by the Appropriate Commission

In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator/Procurer then, in order to ensure that the Solar Power Generator/procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

In the event of any decrease in the recurring/ non-recurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an

application to the appropriate commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply with the above requirement, in case of any gain to the SPD, BHEL BAP shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.

Relief for Change in Law

The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law. The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

13 ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPD Event of Default

13.1.1 The occurrence and / or continuation of any of the events, unless any such event occurs as a result of a Force Majeure Event or a breach by SPD of its obligations under this Agreement, shall constitute a SPD Event of Default:

- (ii) The failure to commence supply of power to BHEL BAP up to the Contracted Capacity, by the end of the period specified in Article 4, or
if
 - a) the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement or
 - b) the SPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (iii) if (a) the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPD, or (c) the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains credit-worthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is in a position to perform them; or
- (iv) the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from BHEL BAP in this regard; or
- (v) if SPD fails to fulfil any obligation or discharge any duty imposed on it, under this

Agreement or

(vi) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vii) Occurrence of any other event which is specified in this Agreement to be a material breach/default of the SPD.

13.2 BHEL BAP Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting BHEL BAP:

(i) BHEL BAP fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.4, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD.

(ii) BHEL BAP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard; or

(iii) except where due to any SPD's failure to comply with its obligations, BHEL BAP is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by BHEL BAP within thirty (30) days of receipt of notice in this regard from the SPD to BHEL BAP; or if

(iv) BHEL BAP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

(v) any winding up or bankruptcy or insolvency order is passed against BHEL BAP, or

(vi) BHEL BAP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that it shall not constitute a BHEL BAP Event of Default, where such dissolution or liquidation of BHEL BAP or BHEL BAP is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to BHEL BAP and expressly assumes all obligations of BHEL BAP and is in a position to perform them; or;

(vii) Occurrence of any other event which is specified in this Agreement to be a material breach or default of BHEL BAP.

13.3 Procedure for cases of SPD Event of Default

13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, BHEL BAP shall have the right to deliver to the SPD, with a copy to the representative of the lenders to the SPD with whom the SPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (BHEL BAP Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BHEL BAP may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.

13.3.3 Subject to the terms of this Agreement, upon occurrence of a SPD Event of Default under this Agreement, the lenders in consultation with BHEL BAP may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD.

Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Notice Inviting Tender (NIT) issued by BHEL BAP and accepts and honours all the terms and condition of this PPA signed between SPD and BHEL BAP.

13.3.4 The lenders in consultation with BHEL BAP may seek to exercise right of substitution under Article 13.3.3 by an amendment or novation of the PPA in favour of the selectee.

The SPD shall cooperate with BHEL BAP to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized.

13.3.5 In case the lending institution exercises the right to step in or take over the Project. BHEL BAP will also have right to step in along with the lending institution.

13.4 Procedure for cases of BHEL BAP Event of Default

13.4.1 Upon the occurrence and continuation of any BHEL BAP Event of Default specified in Article 13.2 the SPD shall have the right to deliver to BHEL BAP, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or BHEL BAP Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the SPD.

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.2, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

14 ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPD shall indemnify, defend and hold BHEL BAP harmless against:

- a) any and all third party claims against BHEL BAP for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BHEL BAP from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement)
- c) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BHEL BAP arising out of the claims by contract labourers employed by SPD. SPD shall be the Principal Employer in respect to such contract labourers and SPD shall comply with all applicable labour laws; and
- d) all claims for (i) bodily injuries, including death, or damages to property, as well as any indirect or incidental cost, losses or damages, caused by the SPD or its employees in connection with the performance of this Agreement or by his Power Plant, or (ii) any consequential damages and/or any economic loss caused directly or indirectly by SPD, its employees or its Power Plant.

14.1.2 BHEL BAP shall indemnify, defend and hold the SPD harmless against:

- a) any and all third party claims against the SPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by BHEL, BAP of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of a breach by BHEL BAP of any of its obligations.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
 - (i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3; and
 - (ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party

or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnifying Party.

- b) The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of non-payment of such losses after a valid notice under this Article 14, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the SPD nor BHEL BAP nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 BHEL BAP shall have no recourse against any officer, director or shareholder of the SPD or any Affiliate of the SPD or any of its officers, directors or shareholders for such Claims excluded under this Article. The SPD shall have no recourse against any officer, director or shareholder of BHEL BAP, or any affiliate of BHEL BAP or any of its officers, directors or shareholders for such claims excluded under this Article.

However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the bidder, or to any obligation of the bidder to indemnify the BHEL with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

14.6 No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD by BHEL.

15 ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Provided that BHEL BAP shall permit assignment of any of SPD's rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld by the SPD if BHEL BAP seeks to transfer to any affiliate all of its rights and obligations under this Agreement. Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

15.2 Permitted charges

15.2.1 SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

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

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22 05-2018".

ARBITRATION & CONCILIATION CLAUSE:

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

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

17 ARTICLE 17: REPRESENTATIONS AND WARRANTIES

17.1 Representations and warranties of the SPD

SPD represents and warrants to BHEL BAP that:

17.1.1 it is duly organized, validly existing and in good standing under the laws of India;

17.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated here-by;

17.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

17.1.4 it has the financial standing and capacity to undertake the Project;

17.1.5 this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

17.1.6 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the SPD's Memorandum and Articles of Association or any Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

17.1.7 there are no actions, suits, proceedings or investigations pending or to the SPD's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute SPD Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

17.1.8 it has no knowledge of any violation or default with respect to any order, writ, injunction

or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

17.1.9 it has complied with all Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

17.1.10 no representation or warranty by the SPD contained herein or in any other document furnished by it to BHEL BAP or to any Government Agency in relation to Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

17.1.11 without prejudice to any express provision contained in this Agreement, the SPD acknowledges that prior to the execution of this Agreement, the SPD has after a complete and careful examination made an independent evaluation of the Project, and the information provided by BHEL BAP, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the SPD in the course of performance of its obligations hereunder. The SPD also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that BHEL BAP shall not be liable for the same in any manner whatsoever to the SPD.

17.1.12 the SPD or SPDs' agents or representatives have visited, inspected, familiar with and satisfied with the premises, its physical condition, roads, access rights, utilities, topographical conditions, except for unusual or unknown surface or subsurface conditions, or unusual or unknown conditions, and have performed all reasonable investigations necessary to determine that the project site is suitable for the construction /modification and installation of the solar power plant, and are familiar with the local and other conditions which may be material to SPDs' performance of its obligations under this Agreement.

17.1.13 It has the requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out the scope of services and also has trained and experienced persons having requisite skills, knowledge, experience, and expertise to perform the functions, operation and maintenance service, in terms of this Agreement.

17.1.14 The SPD has taken all necessary measures to comply with the statutory requirements as mentioned in the Annexure – K.

17.2 Representations and Warranties of BHEL BAP

BHEL BAP represents and warrants to the SPD that:

17.2.1 BHEL BAP has full power and authority to enter into this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and

17.2.2 This Agreement constitutes BHEL, BAP's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

17.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same and where reasonably possible, prior consent for such change shall be taken from the other party.

18 ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Amendment

18.1.1 This Agreement can only be amended or supplemented by a written agreement between the Parties.

18.2 Third Party Beneficiaries

18.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

18.3 Waiver

18.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

18.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.4 Confidentiality

18.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law without the prior written consent of the other Party.

18.5 Severability

18.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.6 Notices

18.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

18.6.2 If to the SPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Attention:	
Email:	
Address:	
Fax No.	
Telephone No.	

18.6.3 If to BHEL BAP, all notices or communications must be delivered personally or by registered post or fax or any other mode duly acknowledged to the address(es) below:

Attention:	
Email:	
Address:	
Fax No.	
Telephone No.	

18.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the fax Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

18.7 Language

18.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.8 Restriction of Shareholders' / Owners' Liability

18.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

18.9 Taxes and Duties

18.9.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

18.9.2 BHEL BAP shall be indemnified and held harmless by the SPD against any claims that may be made against BHEL BAP in relation to the matters set out in Article 18.9.1.

18.9.3 BHEL BAP shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPD by BHEL BAP on behalf of SPD.

18.10 Independent Entity

18.10.1 The SPD shall be an independent entity performing its obligations pursuant to the Agreement.

18.10.2 Subject to the provisions of the Agreement, the SPD shall be solely responsible for the

manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPD or contractors engaged by the SPD in connection with the performance of the Agreement shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of BHEL BAP and nothing contained in the Agreement or in any agreement or contract awarded by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and BHEL BAP.

18.11 Compliance with Law

- (i) Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in Law, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

18.12 Notice of Damage or Emergency

The SPD shall

- (ii) Promptly notify BHEL BAP if it becomes aware of any damage to or loss of the use of the Power Project or that could reasonably be expected to adversely affect the Power Project,
- (iii) Immediately notify BHEL BAP once it becomes aware of any event or circumstances that pose an imminent risk to human health, the environment, the Power Project or Premises.

18.13 Goodwill and Publicity

Neither party shall use any trade name, service mark nor trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party, the parties shall co-ordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such releases or their public statements shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required to be obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

18.14 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

18.15 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

18.16 Immunity to Government of India

It is understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BHEL BAP is an independent legal entity with power and authority to enter into contracts

solely in its own behalf under the applicable Laws of India and General Principles of Contract Law. The SPD shall agree, acknowledge and understand that BHEL BAP is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, SPD expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this Agreement, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this Agreement.

18.17 Bribes and Gifts

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the SPD or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of BHEL BAP or any person on his or their behalf in relation to the obtaining or to the execution of this or any other Agreement with BHEL BAP shall, in addition to any criminal liability which the SPD may incur, subject the SPD to the cancellation of this and all other Agreements with BHEL BAP and also to payment of any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under the present clause shall be settled by BHEL BAP in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of [BHEL BAP] Name, Designation and Address (Signature with Seal)	On behalf of [SPD] Name, Designation and Address (Signature with Seal)
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Witness: 1. 2.
