



**SOLAR BUSINESS
DIVISION**

**NOTICE INVITING TENDER
(NIT)
Rev 05**

**TENDER NO.
TGPWCC0037**

2025

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION, BENGALURU
TENDER DOCUMENT**

**Name: PRAGADEESH T G
Designation: Sr. Manager/WCC
BHEL- SBD, Bengaluru**



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NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Undertaking) invites Tender for Selection of Solar Power Developers for Grid Connected Rooftop Solar Project of 1130 kWp for Sale of Solar Power for a period of 25 Operational Years under RESCO Model on Net-metering Basis at Bharat Heavy Electricals Limited, SBD, Bangalore.
2. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only.
3. BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. 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.
4. 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.
5. For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. PRAGADEESH T G, Sr. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: pragadeeshtg@bhel.in

Ph. No. +91-080-2218-2232

Mr. Vinay Kumar, AGM / Works Contract Cell, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: vinay@bhel.in

Ph. No. +91-080-2218-2435

(ii) Technical:

Mr. Vijay K Choudhary Sr Manager/PV-Engg
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: vijayk.choudhary@bhel.in

Ph. No. +91-080-2218-2282

Mr. Jubburu Krishna, Dy. Manager/ PV-Engg
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

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GENERAL BID INFORMATION

Tender Reference Number:	TGPWCC0037
Tender Name:	Selection of Solar Power Developers for Grid Connected Rooftop Solar Project of 1130 KWp for Sale of Solar Power for a period of 25 Operational Years under RESCO Model on Net-metering Basis at Bharat Heavy Electricals Limited, SBD, Bangalore.
Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
Tender Type	Open Tender
Duration of Contract	25 Years
Qualifying Requirement	As per NIT Terms & Conditions
Earnest Money Deposit to accompany Tender	INR 11,30,000.00 (Indian Rupees eleven lakhs thirty thousand only) This is a work contract and MSE exemption is not available and it is mandated that MSE to submit EMD. However, only start-ups are exempted from submission of EMD
Start-up and MSE Exemption for Years of Experience and Turnover	Not Applicable
Cost of Tender documents	NIL
Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in



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Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Tender Submission Place	Online at https://eprocurebhel.co.in
Tender Opening Place	Online at https://eprocurebhel.co.in
Dealing Officer (For any Clarifications)	Pragadeesh T G Sr. Manager – Works Contract Cell Contact No.: 080-2218-2232 Email: pragadeeshtg@bhel.in
Relaxation of Norms for Start-ups and MSEs in Public procurement regarding Prior Experience – Prior Turnover criteria	Not Applicable.
Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024 as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
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.



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SECTION-1: INSTRUCTIONS TO BIDDERS (ITB)

1.1. OVERVIEW OF NIT

- 1.1.1. Solar Power Developers (hereinafter referred to as SPD) selected by M/s BHEL, SBD based on this NIT, shall set up 1130 kWp Solar PV Projects in RESCO Model in accordance with the provisions of this NIT document and standard Power Purchase Agreement (PPA). PPA format is part of this NIT.
- 1.1.2. M/s BHEL, SBD 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 inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.

1.2. OBTAINING NIT DOCUMENT

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

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

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

1.3. BID SUBMISSION DATE AND BID OPENING DATE

- 1.3.1. 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.
- 1.3.2. 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.
- 1.3.3. 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.

1.4. SELECTION OF SUCCESSFUL BIDDER:

The bidding shall be conducted through an 'e-bidding' followed by e-reverse auctioning process. Refer NIT for e-auction details.



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1.5. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE BANK GUARANTEES (PBG)

- 1.5.1. Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
- 1.5.2. Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents
- 1.5.3. Modes of deposit: The EMD may be accepted only in the following forms:
- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - (v) Insurance Surety Bonds
- 1.5.4. In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank as per format F-13. The Bank Guarantee in such cases shall be valid for at least six months from the date of tender opening.
- 1.5.5. **Forfeiture of EMD:** EMD by the Tenderer will be forfeited as per NIT conditions, if:
- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required PBG or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- 1.5.6. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of award of work.
- 1.5.7. EMD shall not carry any interest.
- 1.5.8. EMD of successful tenderer will be retained as part of Security Deposit.

1.6. Performance Bank Guarantee (PBG):

- 1.6.1. Bidder selected based on this NIT shall submit Performance Bank Guarantee for a value of Rs. 40 lakhs 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 F-4 from the date of signing of PPA.
- 1.6.2. The Performance Bank Guarantee shall be submitted for an amount of Rs. 40 lakhs. On submission and successful verification of Performance Bank Guarantee, the EMD shall be returned by BHEL to the successful Bidder.



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- 1.6.3. The PBG shall be valid for the complete tenure of PPA on full/renewal basis. The PBG shall preferably be for full tenure of 25 year or shall be submitted in the break up tenure of 10 years +10 years and 5 years only with mandatory auto extension of bank guarantee clause.
- 1.6.4. The format of the PBG FORMAT F-4 shall be in the form as given and any deviation from the above Formats may result in rejection of the PBG.
- 1.6.5. 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.
- 1.6.6. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

1.7. POWER PURCHASE AGREEMENT

- 1.7.1. BHEL shall enter into Power purchase agreement (PPA) with the Bidder selected based on this NIT. A draft format of Power Purchase Agreement to be executed between BHEL and the selected SPD is part of this NIT. The terms & conditions are given in detail in PPA format. Any contradiction in terms of Technical Specification of the project 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.
- 1.7.2. 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 any way then the provisions contained in this NIT will be applicable.
- 1.7.3. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and BHEL.
- 1.7.4. 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


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above, BHEL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

- 1.7.5. 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.
- 1.7.6. In case of termination of agreement (premature or after completion of 25 years), the SPD will remove the assets from allocated land within 90 days, failing which, the infrastructure will be the property of BHEL. Cost of removal the assets shall be recovered from vendor PBG.
- 1.7.7. No interest shall be payable by BHEL on earnest money or PBG or any money due to the SPD/Bidder by BHEL.

1.8. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- 1.8.1. 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 01-06-2025, then scheduled Financial Closure date shall be 01-09-2025). 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.
- 1.8.2. 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.



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- 1.8.3. 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.
- 1.8.4. 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.
- 1.8.5. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD/Bidder by BHEL.

1.9. 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-part bidding followed by e-reverse auction has been envisaged under this NIT. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this NIT online. The preparation of bid proposal has to be in the manner described in NIT.

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

1. Covering Letter as per **Format F-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 F-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 F-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 F-4**.



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6. Board Resolutions, as per prescribed formats enclosed as **Format F-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.

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 F-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 F-7**.

9. Disclosure as per **Format F-8**.

10. Format for financial proposal (**Format F-9**)

11. Format for Financial Closure in line with NIT (**Format F-10**)

12. No Deviation Certificate as per mentioned in **Format – F-11**

13. Preliminary estimate of Cost of the solar PV Project as per **Format – F-12**

14. Format for Bank Guarantee for EMD (**Format F-13**)

15. Format For conflict of interest (**Format F-14**)

16. Format for Integrity Pact (**Format F-15**)

17. Supporting Documents:

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.


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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, corrigendum 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 1.11 of Section-1 The bidder shall be required to submit a certificate indicating shareholding patterns of its Parent Company and Ultimate Parent Companies too (if any), as on the date 7 days prior to the last date of bid submission, duly certified by a practicing Chartered Accountant/ Company Secretary.

1.10. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

1.10.1. 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.

1.10.2. 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.

1.10.3. 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.

1.10.4. If the event specified above discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

1.10.5. 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 NIT.



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- 1.10.6. All documents of the response to NIT submitted online must be digitally signed by the person authorized by the Board as per Format F-2.
- 1.10.7. The response to NIT shall be submitted as mentioned. 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.
- 1.10.8. 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.
- 1.10.9. All the information should be submitted in **English language only**.
- 1.10.10. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- 1.10.11. Responses to NIT that are incomplete, which do not substantially meet the requirements prescribed in this NIT, will be liable for rejection by BHEL.
- 1.10.12. Response to NIT not submitted in the specified formats will be liable for rejection by BHEL.
- 1.10.13. Bidders delaying in submission of additional information or clarifications sought shall be liable for rejection.
- 1.10.14. 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.
- 1.10.15. Only Bangalore Courts shall have exclusive jurisdiction in all matters pertaining to this NIT.

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

- Non-submission of EMD in acceptable form along with NIT document.
- Response to NIT not received by the due date and time of bid submission;
- Non-submission of the original documents by due date and time of bid submission;



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- 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.

1.12. 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 above. 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- F-1 to 15, as applicable
- ii. All the attachments elaborated above.
- iii. All documents (NIT, PPA) digitally signed by the person authorized by the board 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, SBD) Portal.

Important Note:

- i. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.



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ii. The Bidder submits the online documents on GePNIC BHEL (Bharat Heavy Electricals Limited, SBD) Portal within the bid submission deadlines within the bid submission deadlines.

1.13. 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.

1.14. 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.

1.15. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

1.15.1. 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.

1.15.2. Clarifications/ Doubts, if any, on NIT document may be sent by email. Email ID are provided in the bid information sheet.

1.15.3. 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.

1.15.4. 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.**

1.15.5. 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.

1.15.6. 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.

1.16. RIGHT OF BHEL TO REJECT A BID



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- 1.16.1. BHEL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BHEL's action.
- 1.16.2. A Bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent up to 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by BHEL within 15 (fifteen) days of the receipt of the representation. Only a directly affected Bidder can represent in this regard.
- 1.16.3. However, following decisions of BHEL shall not be subject to review:
- Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;
 - Choice of selection procedure;
 - Provisions limiting participation of Bidders in the procurement process;
 - The decision to enter into negotiations with the L1 Bidder;
 - Cancellation of the procurement process
 - Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - Complaints against specifications.



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SECTION-2: PRE-QUALIFICATION CRITERIA FOR BIDDERS

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

2.1. GENERAL ELIGIBILITY CRITERIA:

- 2.1.1. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable.
- 2.1.2. 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 F-6).
- 2.1.3. 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 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.**
- 2.1.4. **Limited Liability Partnership (LLPs) are not eligible for participation.**
- 2.1.5. A Bidder which has been selected as Successful Bidder based on this NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 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.
- 2.1.6. Any consortium, if selected as Successful Bidder for the purpose of supply of power to BHEL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement before signing of PPA with BHEL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at



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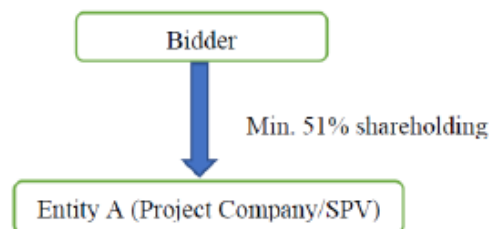
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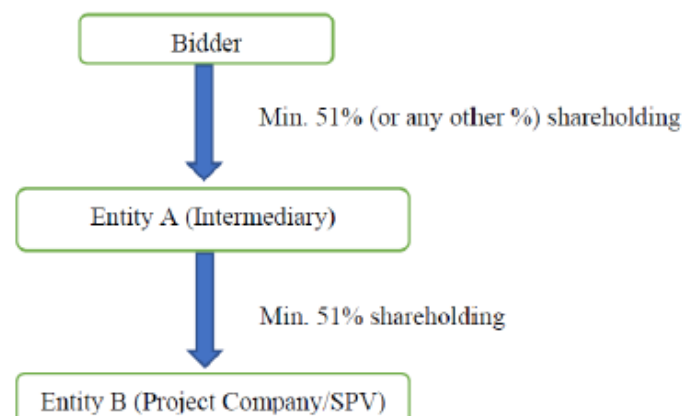
the time of submission of response to NIT. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to NIT up to one year after 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.

- 2.1.7. The Bidder or any of its Affiliates should not be a wilful 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.
- 2.1.8. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned 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:



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



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2.2. TECHNICAL ELIGIBILITY CRITERIA

2.2.1. 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 F-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 without affecting the desired output of the project.

2.2.2. The bidder should have established Roof Top Solar Power Plants of Capacity as following in the last 07 (Seven) Financial Years prior to the bid submission deadline:

The bidder should have established one Roof Top Solar Power Plants of Capacity not less than
904 KWp

(OR)

The bidder should have established two Roof Top Solar Power Plants of Capacity not less than
565 KWp

(OR)

The bidder should have established three Roof Top Solar Power Plants of Capacity not less than
452 KWp

And

The Solar PV Power Plant(s) must be commissioned for a period not less than 1 year prior to the
bid submission deadline.

The bidder shall furnish Order Copy and work completion certificate/Performance Certificate/Other Equivalent documents as proof of document for the establishment from End Customer as mentioned above.

2.2.3. 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)

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



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2.3. FINANCIAL ELIGIBILITY CRITERIA

2.3.1. NET-WORTH

- a. The Net Worth of the Bidder should be positive, as on the last date of previous Financial Year, i.e. FY 2023-24 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 as applicable.
- 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.

2.3.2. LIQUIDITY

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

- a. A minimum annual average turnover of Rs. 517.5 lakhs during the last three financial years, i.e., 2023-24, 2022-23, and 2021-22. 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.
- 2.3.3. 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 2.3.1 and 2.3.2 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.
- 2.3.4. 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.

2.3.5. A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2023-24, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria.



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- 2.3.6. 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. 514 Lakhs. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 360 Lakhs and to be met by Consortium Member B would be Rs. 154 Lakhs. Similar methodology shall be followed for computation of turnover and other liquidity requirement.



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SECTION-3: BID EVALUATION AND SELECTION OF PROJECT DEVELOPER

3.1. BID EVALUATION

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

3.2. TECHNO-COMMERCIAL EVALUATION OF BIDDERS

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 in 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. 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 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.

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. After this step, the shortlisted bidders shall be invited for the Reverse Auction for the project. Second Envelope (containing First Round Tariff) of only those bidders shall be opened for the project whose technical bids are found to be qualified.


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- ii. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) per project and quoting a single tariff per kWh for the project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- iii. For e.g., if the Bidder has submitted their bids for the Project, then the bidder must quote tariff for the project as per 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. 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.
- vi. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.
- vii. Quoted Tariff must be applicable for sale of Solar Power to BHEL. Bidder to provide the Quoted Tariff up to 2 decimal places.
- viii. 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 dealt as per the provisions of PPA.

3.3. REVERSE AUCTION (STEP - 3)

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders.

3.4. SELECTION OF SUCCESSFUL BIDDERS

- 3.4.1. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) for the project.
- 3.4.2. 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 e-Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders for the project.

3.5. LIMITATION OF LIABILITY



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3.5.1. Except as provided otherwise in the Contract and except for wilful 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.

3.5.2. 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, wilful misconduct or illegal or unlawful acts.

3.5.3. In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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

3.6. ARBITRATION & CONCILIATION CLAUSE:

As per PPA.



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SECTION-4: 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 of Covering Letter (Format F-1)
- II. Format for Power of Attorney (Format F-2)
- III. Format for Financial requirement (Format F-3)
- IV. Format for Performance Bank Guarantee (Format F-4)
- V. Format for Board Resolutions (Format F-5)
- VI. Format for the Consortium Agreement (Format F-6)
- VII. Format for Technology break-up (Format F-7)
- VIII. Format for Disclosure (Format F-8)
- IX. Format for financial proposal (Format F-9)
- X. Format for declaration of financial closure (Format F-10)
- XI. Format for No deviation (Format F-11)
- XII. Format for Preliminary estimate of cost of Solar PV Power Project (Format F-12)
- XIII. Format for Bank Guarantee for EMD (Format F-13)
- XIV. Format For conflict of interest (Format F-14)
- XV. Format for Integrity Pact (Format F-15)

The Bidder may use additional sheets to submit the information for his detailed response.



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FORMAT F-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

Sr. Manager (WCC)

BHEL-SBD, Prof CNR Rao Circle, IISc Post

Malleswaram, Bengaluru- 560 012

Subject: Response to NIT No-----dated ----- for development of 1130 KWp 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 1130 KWp solar Rooftop Power plant at Bharat Heavy Electricals Limited, SBD, 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. 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 of this NIT.

3. We have submitted our response to NIT strictly as per Section – IV (Formats) of this NIT, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.


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

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

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

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

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

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

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

1. Name:
2. Designation:
3. Company:
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 _____, 2025

Thanking you,

Yours faithfully,

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



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FORMAT F-2: FORMAT FOR POWER OF ATTORNEY

(Applicable only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favour 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



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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 the NIT.



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FORMAT F-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

Sr. Manager (WCC)

BHEL-SBD, Prof CNR Rao Circle, IISc Post

Malleswaram, Bengaluru- 560 012

Subject: Response to NIT No-----dated ----- for development of 1130 KWp 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 2023-24. This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-IV, Qualifying Requirements (QR) of the NIT as amended.

Exhibit (i): Applicable in case of Bidding Company

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

Name of bidding company	Name of 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 PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:


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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 2023-24

(Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of bidding company	Name of Affiliate(s) whose Annual Turnover is to be considered	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:


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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 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 2023-24. (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					



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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.



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**FORMAT F-4: FORMAT FOR PERFORMANCE BANK GUARANTEE FOR SOLAR PV
PROJECT**

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

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 agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____ 2 (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ 3 valued at Rs.....4 (Rupees -----)4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ 5 (Rupees _____ only),

We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on 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 Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including _____ 6 and shall be extended from time to time for such period as may be desired by the Employer. 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 the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder



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to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) 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 any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____
(Signature of Authorised signatory)

- 1 ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited
- 2 ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4 CONTRACT VALUE
- 5 BG AMOUNT IN FIGURES AND WORDS
- 6 VALIDITY DATE
- 7 DATE OF EXPIRY OF CLAIM PERIOD

Note:

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



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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.

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.



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FORMAT F-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 _____ Solar PV Project at BHEL, SBD, Bangalore, 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.



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FORMAT F-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, SBD, Bangalore (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, SBD, Bangalore 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



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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:

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.



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

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

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

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

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

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

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

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

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]



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(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



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**FORMAT F-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



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FORMAT F-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:



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FORMAT F-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,

Sr. Manager (WCC)

BHEL-SBD, Prof CNR Rao Circle, IISc Post

Malleswaram, Bengaluru- 560 012

Subject: Response to NIT No-----dated ----- for development of 1130 KWp 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 1130 KWp Solar Roof Top PV Project at BHEL SBD Bangalore, Malleshwaram Complex 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)



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FORMAT F-10: FORMAT FOR DECLARATION OF FINANCIAL CLOSURE

(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

Sr. Manager (WCC)

BHEL-SBD, Prof CNR Rao Circle, IISc Post

Malleswaram, Bengaluru- 560 012

Subject: Response to NIT No-----dated ----- for development of 1130 KWp Solar Roof Top PV Project

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause No. 1.8 Section-I, 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.

(Signature, name and designation of the Authorized Signatory)



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FORMAT F-11: "NO DEVIATION" CONFIRMATION

To,
M/s Bharat Heavy Electricals Limited, SBD Bangalore

SUB:
BID NO:

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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FORMAT F-12: PRELIMINARY ESTIMATE OF COST OF SOLAR PV POWER PROJECT

Project Capacity: 1130 KWp

Location: BHEL- Solar Business Division (SBD), Prof. C.N.R. Rao Circle, Opp IISc, Malleswaram, Bengaluru-560 012

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)



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FORMAT 13: FORMAT FOR BANK GUARANTEE (in lieu of EARNEST MONEY FOR SOLAR PV PROJECT)

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

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/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 hereunder and the Tenderer shall have no claim against us for making such payment.



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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.

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
(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

Note:



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



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FORMAT 13: FORMAT FOR CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

“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.”

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –



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FORMAT F-15: INTEGRITY PACT

INTEGRITY PACT

Between

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

And _____

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

Preamble

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

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the


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execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2

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

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.



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5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

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

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

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

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

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

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


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8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

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

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

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

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral



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or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor
(Office Seal) Place Date	(Office Seal) Place Date
Witness:	Witness:
(Name & Address)	(Name & Address)



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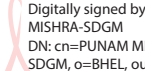

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TECHNICAL SPECIFICATION FOR DESIGN, ENGINEERING, SUPPLY, INSTALLATION, ERECTION, TESTING & COMMISSIONING ALONG WITH COMPREHENSIVE OPERATION AND MAINTENANCE (O&M) OF THE GRID CONNECTED ROOFTOP SOLAR PROJECT OF 1130 KWP FOR SALE OF SOLAR POWER FOR A PERIOD OF 25 OPERATIONAL YEARS IN RESCO MODEL AT BHARAT HEAVY ELECTRICALS LIMITED, SBD, BANGALORE

Important Note:

“Bidder is requested to visit site in person and then submit their best offer. Any type of denial /objection will not be entertained after finalization of order”

<div><div>Krishna Jubburu</div><div><div>Digitally signed by Krishna Jubburu DN: cn=Krishna Jubburu, o=BHEL, ou=SBD, email=krishnaj@bhel.in, c=IN Date: 2025.03.04 09:13:08 +05'30'</div><div></div></div></div>	<div><div>PUNAM MISHRA-SDGM</div><div><div>Digitally signed by PUNAM MISHRA-SDGM DN: cn=PUNAM MISHRA-SDGM, o=BHEL, ou=SBD, email=punammishra@bhel.in, c=US Date: 2025.03.04 09:32:12 +05'30'</div><div></div></div></div>	<div><div>MANGHAT SREENATH</div><div><div>Digitally signed by MANGHAT SREENATH DN: cn=M, o=BHARAT HEAVY ELECTRICALS LIMITED, postalCode=560012, st=Karnataka, street=KARNATAKA, 25.4.20-074999d5016d09af450d31a3bad2b4e170f, 020c984095cd05db4aec1101009, serialNumber=06d5d6d8942f38562746a12855f088, ssn=7580d955f9ba785c2b03b3d12ba, email=sreenath@bhel.in, cn=MANGHAT SREENATH Date: 2025.03.04 11:16:40 +05'30'</div><div></div></div></div>	
<div><div>Prepared by:</div><div>JK/VKC</div></div>	<div><div>Checked:</div><div>PM</div></div>	<div><div>Approved:</div><div>MS</div></div>	<div><div>Date:</div><div>04.03.2025</div></div>



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CHAPTER-1: INTRODUCTION, BACKGROUND & PROJECT DETAILS

1. INTRODUCTION

- 1.1. Bharat Heavy Electricals Limited, SBD, Bangalore (hereinafter called “BHEL”) is a Public Sector Undertaking company under the Ministry of Heavy Industries.
- 1.2. BHEL wishes to invite proposals for setting up the grid connected Solar Photo Voltaic Project in RESCO Model. 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.

2. BACKGROUND

As part of its initiatives towards transformation into a ‘Green’ Company, BHEL, SBD has proposed to set up a 1130 KWp solar PV Project.

3. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECT UNDER THIS SCHEME

The Project under developer mode will be free to procure solar cells/modules under open category.

4. PROJECT DETAILS

- 4.1. BHEL-Solar Business Division has its factory premises in Malleshwarm, Bengaluru intends to install 1130 KWp roof top solar PV on multiple roofs inside its factory premises.
- 4.2. The scope of work for setting up 1130 KWp roof top solar PV power plant under Developer model shall include but not limited to develop, design, construct, synchronize, commission, operate and maintain the 1130 KWp 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.
- 4.3. The project site is situated within BHEL-SBD Malleshwaram factory complex. The complete address of the project site is as follows:

Bharat Heavy Electricals Limited
Solar Business Division (SBD) (Earlier EPD)
Prof. C.N.R. Rao Circle, Opp IISc, Malleswaram, Bengaluru-560 012.
- 4.4. All the roofs are available inside factory premises. At present, the roofs were selected based on their area availability and strength for execution of roof top solar on them. The following



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roofs of buildings are considered for installation of roof top solar PV:

Sr. No.	Name of Building*	Approx. Area of roof (Sq. M)	Facing of roof	Approx. Slope of roof	No. of sections	Type of roof sheeting	Height of roofs
1	SPV Production	4050	NS	15°	12	0.5mm Profile Galvalume Top – 20mm Insulation – 0.3 mm Galvalume Bottom (550 Mpa)	6m-9m for about 90% of area. 9m-13m for balance 10%
2	SPV Warehouse	1360	NS	13°	1	0.5mm Galvalume Profile Sheet. (550 Mpa)	8m-12m
3	NSK Building	625	NS	18°	1	0.47-0.5mm Pre-painted	8m-12m
4	OTK Building	1250	NS	16°	1	galvanized iron profile sheet. (250-300 Mpa)	8m-10m

* 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.



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FIGURE1: GOOGLE IMAGE OF THE ROOFS FOR INSTALLATION

Google map link: <https://www.google.com/maps/@13.0131214,77.5629059,249m/data=!3m1!1e3>

- 4.5. Presently the buildings are not accessible properly through ground except at few places on SPV production building. Hence, all the roofs shall be made accessible first by putting suitable permanent ladders. The ladders to be provided from ground to the roof entrance as well as in the subsections for movement from one to another section during execution and O & M. Approx. nos. of permanent ladders to be fabricated/constructed shall be as follows:



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Sr. No.	Name of Building	No. of permanent ladders required	Remark
1	SPV Production	2 nos. from ground to roof and 11 nos. for accessing subsection	
2	SPV Warehouse	2 no. from ground to roof	No sub sections.
3	NSK Building	1 no. from ground to roof	One roof sheet to be removed and made openable (hinged door) and accessible from shop
4	OTK Building	1 no. from ground to roof	One roof sheet to be removed and made openable (hinged door) and accessible from shop

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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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,

$$CUF = (X \text{ MWh} / Y \text{ MW} \times 8760) \times 100\%;$$



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8. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

9. **“Company”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

10. **“Contracted capacity”** shall mean the AC capacity in MW contracted with BHEL for supply by the SPD to BHEL at the Delivery Point from the Solar Power Project;

11. **“Commercial Operation Date (COD)”** shall mean the date as defined in Clause no. 3.14, Section-III, Instructions to Bidders (ITB) of NIT Documents;

12. **“Contract Year”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

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

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

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

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

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

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

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

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



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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;

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;



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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;



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33. **“Project Developer”** or **“Developer”** or **“Solar Project Developer (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by BHEL (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of project and signing of PPA.

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

35. **“BHEL”** shall mean Bharat Heavy Electricals Limited,

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: DETAILED SCOPE OF WORK

1.0 DETAILS OF WORK

- 1.1. Under this NIT, the Solar Power Developer (SPD) shall be required to set up a Grid-Connected Rooftop Solar PV (RTSPV) Project, with the primary objective of supplying solar power to BHEL, as per the provisions of the NIT and draft Power Purchase Agreement (PPA).
- 1.2. The Project shall be set up under the RESCO Mode, as defined by MNRE. The scope of work of the SPD, inter alia, includes but is not limited to, obtaining No Objection Certificate (NOC) from the Distribution Company (DISCOM) for grid connectivity, complete design, engineering, supply, storage, civil work, erection, testing & commissioning of the RTSPV Project including Operation and Maintenance (O&M) of the project for the term of the PPA. The O&M of the Project may include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/ Power Conditioning Unit (PCU), spares, consumables & other parts for the PPA term.
- 1.3. Designing, engineering, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O &M for period of twenty-five (25) Operational Years for Sale of Solar Power. SPD would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable. Comprehensive O&M for twenty-five (25) Operational Year shall be required for each of the Project.
- 1.4. Bidder shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of Project. In no case, BHEL shall be responsible to pay or increase in tariff for any work related to Project.

2.0 THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWING:

- 2.1. The SPD shall set up a Solar PV Power Project of 1130 KWp Capacity including setting up of the evacuation network up to the final interconnection point. Full capacity of the plant shall be evacuated at single point i.e. final inter-connection point. All the rooftop sources shall be brought to single location and combined output power shall be terminated at 11 KV voltage level. Accordingly, all necessary cables and cabling, LT junction boxes (Combiner boxes), transformer, 11 KV switchgear along with necessary



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metering cubicle shall be considered by bidder. All civil and erection works shall be done and system completeness shall be ensured. The transmission of power up to the point of interconnection shall be the responsibility of the SPD.



FIGURE2: GOOGLE IMAGE OF ROOFS AND INTERCONNECTION POINT

2.2. Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the SPD in accordance with the prevailing guidelines of the Karnataka State Regulators (KERC) or Central Electricity Authority (CEA) or the DISCOM. Changing the existing metering cubicles and installation of new Net metering system and other necessary equipment is in SPD's scope only.

2.3. The SPD shall refer and fully comply the KERC regulations dated 11.06.2024 (in the matter of : Determination of tariff and norms in respect of solar power projects (including solar rooftop Photovoltaic projects) for FY25) and amendments thereof.

2.4. The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide



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training and such other items and services required to complete the scope of work mentioned above.

- 2.5. All the connectivity activities, making PPA with BESCOM and approvals from BESCOM/KERC are in bidder's scope, including all the liasoning charges. Accordingly, bidder shall replace the existing meters in outgoing switchgear with bi-directional meters to meet the requirements of BESCOM regarding Net metering/Gross metering.
- 2.6. 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 BESCOM/CEA Metering Regulations, 2006 and its latest amendments.
- 2.7. The roofs shall not be used for any other purpose other than the purpose mentioned above.
- 2.8. 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".
- 2.9. 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 at prevailing rate during construction phase as well as during O & M else Bidder can arrange water by themselves also.
- 2.10. It may be noted that the presently the project would not include energy storage with rooftop solar project. However, if BHEL desires to have such arrangement, it would need to pay separately for the battery storage on mutually agreed prices, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power.
- 2.11. Performance testing of the Completion and Successful Commissioning of the Project.
- 2.12. Coverage of risk liability of all personnel associated with implementation and realization



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of the Project.

2.13. The SPD shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the term of PPA.

2.14. The SPD is responsible for the immediate repair of the roof disturbed/ pierced during installation and O&M period of the of Project, if any. The SPD should immediately take necessary action to repair any damage to the roof. However, in such situations, SPD shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to BHEL. If SPD fails to do required repairing within 30 days from the day of identification of issue, BHEL may get the same done at prevailing market rate and SPD shall reimburse the same to BHEL. If the SPD fails to reimburse the expenses to the BHEL then such expenses shall be adjusted by the BHEL from the energy bills of the next [*Six months*] (06) months.

3.0 CAPACITY OF THE PROJECT:

3.1. The minimum DC capacity is 1130 KWp and Minimum AC capacity is 1000 KW. The full capacity shall be terminated at the interconnection point of 11KV system as shown in figure-2. Please refer the indicative AC SLD (Annexure-A)

3.2. The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure provided elsewhere in the specification. 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.

4.0 CONNECTIVITY WITH THE GRID AND METERING

4.1. The Project should be designed for interconnection with the grid in accordance with prevailing CERC/KERC/BESCOM regulations in this regard. Please refer the indicative AC SLD (Annexure-A). For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA), and any other regulations of BESCOM.

4.2. The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission



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system up to and including at the Interconnection Point shall be responsibility of the SPD.

- 4.3. Metering arrangement of Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.
- 4.4. The SPD shall apply for Net-metering approval with the BESCOM within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the BHEL, along with encashment of PBG for the Project. BHEL may facilitate in the process; however, the entire responsibility lies only with the SPD.
- 4.5. Reactive power charges, if required, as per BESCOM/CERC/SERC regulations shall be payable by SPD. Metering and grid connectivity of the Projects would be the responsibility of the SPD in accordance with the prevailing guidelines of the concerned distribution licensee and / or CEA and net metering provisions in the state of [Karnataka]. BHEL may facilitate in the process; however, the entire responsibility lies only with the SPD. The cost of required meters shall be borne by Successful Bidder. This includes purchase of net meters and other charges in case of supply under [Karnataka] Policy for Karnataka State Solar Policy 2023 Or Latest.
- 4.6. The SPD shall install one Generation Meter separately near the output of Inverter transformer/switchgear and one Net-Meter shall be located in place of interconnection system with state DISCOM grid.
The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter as provided State Policy for Decentralized Renewable Energy System, 2023 and any subsequent amendment.
- 4.7. The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by SPD.
- 4.8. The SPD shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM.



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5.0 CRITERIA FOR ENERGY SUPPLY

- 5.1. The SPD shall confirm the minimum annual DC CUF, mentioned elsewhere in the Specification. SPD shall confirm the same at the time of submission of response to NIT, 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 above. 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 above.
- 5.2. SPD shall maintain generation so as to achieve annual CUF of each corresponding year value 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 following reasons. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.
- Generation loss due to grid outage (or power evacuation system after the metering point of the Receiving Substation which is not in the scope of the Contractor): The measured global Horizontal solar radiation i.e. GHI of the period of the outage of the power evacuation system shall be excluded to give relaxation in the target generation value to that extent only. The Grid Outage hours data shall be verified from the concern Authority for the period of O&M.
 - Effect due to variation in annual insolation shall only be considered for computing the Target generation.

6.0 COMMISSIONING AND COMPLETION OF PROJECT

- 6.1. Commissioning: Part Commissioning is not allowed for all the Project.
- 6.2. SPD, in coordination with the BHEL, shall submit commissioning certificate, for the capacity of the Project, in accordance with all applicable regulations/policies.
- 6.3. The Scheduled Commissioning Date (SCD) for commissioning of full capacity of the Project shall be the date as on 6 months from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 07.04.2025, then SCD shall be 07.10.2025).
- 6.4. The maximum time period allowed for commissioning of the full Project Capacity with applicable penalty shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.10.2025, then the above deadline for Project commissioning shall be 07.04.2026).
- 6.5. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause above, the penalty terms shall be as per PPA.



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- 6.6. In case Commissioning of the Project is delayed beyond the date as per Clause above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated.
- 6.7. The SPD shall be permitted commission the project even prior to SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, however, procurement of such energy from such early commissioned Project will be based on mutual agreement between all the parties i.e. SPD and BHEL. In case the Client agrees to purchase energy from such early commissioned Project prior to SCD, such energy will be purchased by BHEL at PPA tariff.
- 6.8. Such intimation regarding consent to procure energy from early commissioned project shall be provided by BHEL within 30 days of intimation by the SPD, beyond which it would be considered as deemed refusal.
- 6.9. Completion: When the SPD fulfils his obligation under the PPA, it shall obtain completion certificate from BHEL for the PPA Capacity.
- 6.10. BHEL may purchase power produced after the Commissioning or Completion at Quoted Tariff, on the condition that SPD shall follow all laws and regulation while providing solar power.
- 6.11. For the purpose of obtaining Completion certificate following documents shall be required:
- Inspection Report of the Work (s) as per prescribed format provided by BHEL.
 - CEIG/CEA Approval for the PPA Capacity, if applicable;
 - Project satisfaction certificate from DREO/BESCOM for the PPA Capacity or part thereof, if applicable.

7.0 OPERATION & MAINTENANCE (O&M) GUIDELINES

- 7.1. The SPD shall be responsible for all the required activities for successful O&M of the Rooftop Solar PV systems during the entire PPA term from the date of commissioning of the Project.
- 7.2. Following guidelines shall be followed in this regard. In addition, following O&M practices shall be strictly followed:
- O&M of the Project shall be compliant with grid requirements to achieve guaranteed energy generation//CUF.



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- b) Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
- c) Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the SPD to get the modules cleaned during O&M Period.
- d) A "hindrance register" shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA, recording Periodic checks of the Modules, PCUs and BOS shall be carried out as a part of routine, preventive and breakdown maintenance.
- e) Replacement of defective Modules, Invertors/PCUs and other equipment, as and when required, will be carried out within 15 working days from the date of reporting of defect which can be extended based on the site accessibility, etc. as mutually agreed by the two parties.
- f) Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer's / supplier's recommendations.
- g) All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- h) If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- i) Co-ordination with Owner/ DISCOM/ CEIG as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a joint meter reading in the presence of BHEL's representative on a monthly basis.
- j) Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- k) If any jobs covered in O&M Scope as per NIT are not carried out by the SPD during the O&M period, BHEL shall take appropriate action as deemed fit. BHEL reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the SPD.
- l) Water for module cleaning will be arranged by SPD on their own cost or from BHEL on Chargeable basis at prevailing rate by BHEL.



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8.0 INSURANCE:

The SPD shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPD shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPD.

9.0 WARRANTY AND GUARANTEES:

9.1. The Bidder shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this NIT. The SPD shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of twenty-five (25) Operational Years.

9.2. The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the SPD and BHEL will not be responsible in any way for any claims whatsoever on account of the above.

10.0 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:

10.1. The design, engineering, manufacture, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this NIT or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ BHEL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

10.2. The specifications of the components should meet the technical specifications mentioned in this PPA.

10.3. Any supplies which have not been specifically mentioned in this PPA but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the SPD without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O &M of the Project



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11.0 CONSTRUCTION OF CONTROL ROOM ETC.

11.1. Construction of control room or any other relative civil work essential for Commissioning of Project is in the scope of SPD.

12.0 ADDITIONAL WORKS

12.1. All additional work will be in SPD scope and cost shall be borne by SPD.

12.2. Additional civil, structural or electrical works which are so required/desired to be undertaken by the BHEL for the Project and which are not covered in the scope of work, shall be done by the SPD after obtaining concurrence of the BHEL on its design, drawing.

12.3. Laying of additional length of cable and accessories.

12.4. Construction of approach to the rooftop/place of installation as Specified elsewhere in this specification.

13.0 PROVISION OF SIGN BOARD

SPD will have to provide sign board of dimension 8'x4' (M.S. sheet size 4'x3' of 16-gauge, M.S. angle 40x40x5 mm with essential bracing & adequate grouting with PCC 1:3:6 i/c painting & writing) at each roof location with complete specification & matter will be provided to the SPD with PPA.



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CHAPTER-4: TECHNICAL REQUIREMENTS

1.0 GENERAL

- a) The proposed Project shall be completed as per the **indicative** technical specifications given below.
- b) The Bidder are hereby advised to take a note of the draft guidelines issued by MNRE dated 09-08-2016 or any amendments thereof in respect of minimum technical requirements, quality standards, best practices and specifications for grid connected roof top PV systems in addition to technical parameters mentioned in this NIT and comply accordingly.
- c) The Project consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), charge controller (if required), Inverter, Controls & Protections, interconnect cables and switches. PV Array should be mounted on a suitable structure. Project should be designed with necessary features to synchronize with the grid power. Components and parts used in the Project including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

2.0 SOLAR PHOTOVOLTAIC MODULES

- a) The PV modules used should be in line with Office Memorandum No. 283/54/2018-Grid Solar: “Approved Models and Manufactures of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019”, dated 2nd January 2019, MNRE’s subsequent OM dated 10.03.2021 regarding implementation of said order, including latest OM/amendments/Clarifications etc with respect to the said order, the bidder shall source cells/modules complying with the relevant clause(s) mentioned in the order. For detailed information, bidder to refer Office Memorandum/clarifications issued by MNRE. The applicability of ALMM shall be as per latest amendments as and when issued by MNRE.
- b) Bidders are also required to consider the provisions of ALMM for Solar PV cells as outlined in the MNRE Office Memorandum No. 283/59/2024, dated 09-12-2024 with it’s latest updates, amendments, clarifications, and other relevant directives, when submitting their bids.
- c) The PV modules shall comply Antidumping Duty on Solar Glass-As per Notification No.



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26/2024-CUSTOMS(ADD) dated 04.12.2024 by the Ministry of Finance.

- d) The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-2-requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- e) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701. The total solar PV array capacity should not be less than allocated capacity kWp) and should comprise of solar crystalline modules of minimum 580 Wp and above wattage.
- f) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- g) PV modules must be tested and approved by one of the IEC authorized test centers. The module frame shall be made of corrosion resistant materials, having Pre-galvanized/ anodized Aluminium or superior material (after approval from MNRE).
- h) The SPD shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his Bid.
- i) Other general requirement for the PV modules and subsystems shall be the following:
 - i. The rated output power of any supplied module shall have tolerance of +/- 3%.
 - ii. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - iii. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
 - iv. I-V curves at STC should be provided by SPD.
- j) Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
 - i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.



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- iii. Month & year of the manufacture (separate for solar cells and modules)
- iv. Country of origin (for solar cells)
- v. I-V curve for the module Wattage, I_m , V_m and FF for the module
- vi. Unique Serial No and Model No of the module
- vii. Date and year of obtaining IEC PV module qualification certificate.
- viii. Name of the test lab issuing IEC certificate.
- ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

k) Warranties:

i. Material Warranty

Material Warranty is defined as:

The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a Period as specified in MNRE guidelines from the date of Completion.

Defects and/or failures due to manufacturing

Defects and/or failures due to quality of materials

Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will replace the solar module(s).

ii. Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the twenty-five (25) Year period and not more than 10% at the end of tenth (10th) Year of the full rated original output.

3.0 ARRAY STRUCTURE

- a) Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insulation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind speed of 150 km/hour). Suitable fastening arrangement that do not require drilling in rooftops should



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be adopted to secure the installation against the specific wind speed.

- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the SPD need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- g) The minimum clearance of the structure from the roof level should be 300 mm.

4.0 JUNCTION BOXES (JBS) BASED ON SYSTEM DESIGN REQUIREMENTS

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands with provision of earthings. It should be placed at 5 feet or suitable height for ease of accessibility.
- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.



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5.0 DC DISTRIBUTION BOARD BASED ON SYSTEM DESIGN REQUIREMENTS

- a) DC Distribution panel to receive the DC output from the array field.
- b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

6.0 AC DISTRIBUTION PANEL BOARD

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the SPD as part of the project.
- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions: -

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz



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7.0 PCU/ARRAY SIZE RATIO

- a) The combined DC wattage of all inverters should not be less than rated capacity of Project under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

8.0 PCU/ INVERTER

- a) As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the Project are termed the “Power Conditioning Unit (PCU)”. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the PCU/inverter should also be DG set interactive. The PCU should also have provision of charge controller in case of systems. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:
 - i. Switching devices: IGBT/MOSFET
 - ii. Control Microprocessor /DSP
 - iii. Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
 - iv. Output frequency: 50 Hz
 - v. Grid Frequency Synchronization range: + 3 Hz or more
 - vi. Ambient temperature considered: -20o C to 50o C
 - vii. Humidity: 95 % Non-condensing
 - viii. Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
 - ix. Grid Frequency Tolerance range: + 3 or more
 - x. Grid Voltage tolerance: - 20% & + 15 %
 - xi. Inverter efficiency(minimum): >93% (In case of 10kWp or above)
 - xii. Inverter efficiency (minimum): > 90% (In case of less than 10 kWp)
 - xiii. THD: < 3%
 - xiv. PF: > 0.9
- b) Three phase PCU/ inverter shall be used as required.
- c) PCU/inverter shall be capable of complete automatic operation including wake-up,



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synchronization & shutdown.

- d) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- e) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.
- f) The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068- 2(1,2,14,30)/Equivalent BIS Std.
- g) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- h) The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

9.0 INTEGRATION OF PV POWER WITH GRID

For better grid interaction and functioning of Project, the following arrangement shall be ensured by SPD:

- a) Project should have appropriate instruments installed at solar panel output, inverter and load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.
- b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.



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10.0 DATA ACQUISITION SYSTEM / PROJECT MONITORING

- a) Data Acquisition System shall be provided for the solar PV Project.
- b) Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided.
- c) The following parameters should be accessible via the operating interface display in real time separately for Project:
 - i. AC Voltage
 - ii. AC Output current.
 - iii. Output Power
 - iv. Power factor
 - v. DC Input Voltage
 - vi. DC Input Current
 - vii. Time Active
 - viii. Time disabled
 - ix. Time Idle
 - x. Power produced
 - xi. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.
 - xii. Weather data
- d) All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a Year and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- e) String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- f) The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- g) All instantaneous data should be available through RMS.



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- h) Software shall be provided for USB download and analysis of DC and AC parametric data for individual Project.
- i) Provision for Internet monitoring and download of data shall be necessarily incorporated for projects.
- j) Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O &M/control to be ensured by the supplier. Provision for interfacing these data on BHEL server and portal in future shall be kept.
- k) SPD shall provide necessary weather monitoring system which shall be measuring solar irradiance and ambient temperature. The weather data shall be made available in the RMS system and Centralized Monitoring Centre.
- l) 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 SBD/BESCOM and the concerned Ministry or concerned agency as per applicable regulation / directions. Suitable arrangement should be made for SCADA facility.
- m) Reports on above parameters on monthly basis shall be submitted by the SPD to BHEL SBD for entire period of PPA.

11.0 TRANSFORMER & METERING

- a) Dry/Oil type transformer of appropriate kVA along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work is in SPD's scope.
- b) The SPD must take approval/NOC from the concerned distribution licensee for the connectivity, technical feasibility, and synchronization of Project with distribution network and submit the same to BHEL before Commissioning Project.

12.0 POWER CONSUMPTION

- a) Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the distribution licensee network.

13.0 PROTECTIONS

The Project should be provided with all necessary protections like earthing, Lightning, and



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grid islanding as follows:

13.1 LIGHTNING PROTECTION

- a) The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

13.2 SURGE PROTECTION

- a) Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement).

13.3 EARTHING PROTECTION

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition, the lightning arrester/masts should also be earthed inside the array field.
- b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

14.0 GRID ISLANDING

- a) In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "islands." Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Project shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b) A manual disconnect 4pole isolation switch, besides automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to



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carry out any maintenance. This switch shall be locked by the utility personnel.

15.0 CABLES

Cables of appropriate size to be used in the Project shall have the following characteristics:

- a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- b) Temp. Range: -10°C to $+80^{\circ}\text{C}$.
- c) Voltage rating 660/1000V
- d) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- e) Flexible
- f) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- g) Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
- h) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. twenty-five (25) Operational Years.
- i) The ratings given are approximately, SPD to indicate size and length as per system design requirement. All the cables required for the Project provided by the SPD. All cable schedules/layout drawings approved prior to installation.
- j) Multi Strand, Annealed high conductivity copper/aluminium conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
- k) The size of each type of DC and AC cable selected shall be based on minimum voltage drop.
- l) All such external electrical works shall be required to be done as per DISCOMs SOR.

16.0 CONNECTIVITY

- a) The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the distribution licensee's network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.



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17.0 TOOLS & TACKLES AND SPARES

- a) The requirement of maintaining tools, tackles and spares at site or at service centre is left to the discretion of the bidder with a condition that the same would be made available immediately as and when required.
- b) The bidders are advice to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).
- c) Minimum requisite spares to be maintained by the SPD, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. along with spare set of PV modules be indicated, shall be maintained at site or at nearest service centre for the entire period of Comprehensive O&M.

18.0 DANGER BOARDS AND SIGNAGES

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

19.0 FIRE EXTINGUISHERS

The firefighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs.

20.0 DRAWINGS AND MANUALS

- a) Two sets of Engineering, electrical drawings and Installation and Comprehensive O&M manuals are to be supplied. SPD shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid with basic design of the Project and power evacuation, synchronization as also protection equipment.
- b) Approved ISI and reputed makes for equipment be used.
- c) For complete electro-mechanical works, SPD shall supply complete design, details and drawings to BHEL.



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21.0 PLANNING AND DESIGNING

- a) The SPD should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The SPD should submit the array layout drawings along with Shadow Analysis Report to the designated authority of BHEL.
- b) BHEL reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- c) The SPD shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The SPD shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

22.0 SAFETY MEASURES

The SPD shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc

POWER PURCHASE AGREEMENT (PPA)
FOR
PROCUREMENT OF 1130 KWp SOLAR POWER
ON LONG TERM BASIS

(Under RESCO Model)

Between

[Insert Name of the Power Producer]

(Power Producer)

And

BHARAT HEAVY ELECTRICALS LIMITED, SBD

BENGALURU

(Procurer)

[Date of Agreement]

This Power Purchase PPA is made on the *[Insert Date of Agreement]* at *[BHEL SBD]*.

Between

[Insert Name of the Power Producer], a Company/ Consortium/Project Company in any form submitting the Bid incorporated under the Company Act other relevant laws as applicable, having its registered office at *[Insert address of the registered office of Power Producer]* (hereinafter referred to as “Power Producer”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the first part;

And

M/s Bharat Heavy Electricals Limited (BHEL), Solar Business Division, Malleswaram, Bengaluru having its registered office at BHEL House, Siri Fort, New Delhi (hereinafter referred to as “Procurer”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) as a Party of the second part.

The Power Producer and Procurer are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

Whereas:

- A. BHEL has identified as the Procurer for procuring power from the grid interactive rooftop solar PV Project.
- B. After meeting the eligibility requirements, the Power Producer has been selected by BHEL for development of solar power Project, generation and sale of solar energy.
- C. The Power Producer has been notified by BHEL for “Design, engineering, supply, installation, erection, testing & Commissioning along with Comprehensive Operation and Maintenance (O&M) of the Grid Connected Rooftop Solar Project for Sale of Solar Power for a period of 25 Operational Years” and has been awarded 1130 KWp of capacity in as per technical specification & other details of the NIT no. TGPWCC0037 and this PPA.
- D. Pursuant to the issuance of Letter Inviting Consent for Agreement (LICA) by BHEL for signing of PPA and other agreement, if any, the Power Producer has agreed to set-up solar PV Project based on Photo-voltaic technology of 1130 KWp capacity at the Premises of Procurer at *[BHEL SBD]*.
- E. The Power Producer is engaged in the business of building and operating power plants, including grid interactive rooftop solar PV Project.
- F. The Power Producer has agreed to sign this PPA with Procurer to sell solar power from the Project to Procurer as per the terms and conditions of this PPA read in conjunction with those of NIT.

- G. Procurer has agreed to purchase such solar power from Power Producer for self- consumption within BHEL and additional power export to BESCO grid through Net-metering.
- H. Procurer agrees to procure entire power from the Power Producer up to the PPA Capacity at Tariff offered by Power Producer and finalized through the selection process as per the terms of NIT.
- I. The Parties, hereby, agree to execute this PPA setting out the terms and conditions for the sale of power by Power Producer to Procurer.

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:

Draft PPA

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this PPA, 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 or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any amendments and substitution from time to time;
"Agreement"	shall mean agreement executed thereof between Power Producer and Procurer for power purchase, and permission for use of whole Premise or part thereof and other related documents, including the schedules, amendments, modification and supplements made in writing by the parties from time to time;
"Affected Party"	shall have meaning as per ARTICLE 9:
"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.
"Bid"	shall mean technical Bid or/ and Financial Bid submitted by a Bidder, in response to NIT, in accordance with the terms and conditions of the NIT;
"Bid Documents" or "Bidding Documents"	means the NIT [INSERT NIT no.] along with all its attachments or/ and any amendments thereto or clarifications thereof.
"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;
"Business Day"	shall mean with respect to Power Producer and Procurer, a Day other than Sunday/ public holiday or a statutory holiday, on which the banks remain open for business in Bengaluru;
"Capacity Utilisation Factor" or "CUF"	(CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24. (CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)); However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of this PPA.
"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 10: of this PPA;
“Completion”	As defined in relevant section of this PPA.
“Commissioning”	shall have the meaning ascribed in ARTICLE 4: of this PPA;
“Commercial Operation Date” or “COD”	shall mean the Day when full PPA Capacity of the Project is commissioned;
“Competent Authority”	shall mean BHEL Management of M/s Bharat Heavy Electricals Limited, Solar Business Division, Mallehwaram, Bengaluru, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
“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 PPA;
“Consents, Clearances and/ or Permits” or “Consents”	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;
“Consumer(s)”	shall mean any person who is supplied electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose Premises are, for the time being, connected for the purpose of receiving electricity with the works of a Distribution Licensee, the Government or such other person, as the case may be. Users who have merely wheeling/ supply arrangements with the licensee are also covered as Consumers;
“Construction Period”	shall mean the period between the Effective Date and COD of full PPA Capacity;
“Consultation Period”	shall mean the period of [Thirty Days) (30) Days or such other longer/ shorter period as the Parties may agree, commencing from the date of issuance of a Power Producer Preliminary Default Notice or Procurer Preliminary Default Notice as provided in relevant section of this PPA, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Day(s)”	shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
“Delivery Point(s)”	shall mean such points, at such a location mutually agreed by the parties, in line with applicable policy/ regulation/ rules, where solar power is delivered by the Power Producer from the Project to the Procurer, in such

	a way as to enable measurement of gross energy generated by Project. Multiple Delivery Points are possible even in case of a single Project;
"Deemed Generation"	shall mean energy (in units or kWh) deemed to have been generated per day average from the Project in the same month of previous Year or, if the period of consideration is within the first twelve (12) Months of Operation, the deemed generation per day will be equal to multiplication of PPA Capacity (kWp) and 3.6; where in if the affected period between 6 am to 6 pm, it could be prorated for on hourly basis by considering 12 hours of operation;
"Designated Bank Account"	Shall mean a bank account opened as stated by the lender which will be used only for transactions related the assets funded by the lender.
"Discom" or "Discom(s)"	shall mean the local distribution utility providing electric distribution and interconnection services to Procurer at the Premises of Procurer;
"Dispute"	shall mean any dispute or difference of any kind between Procurer and the Power Producer, in connection with or arising out of this PPA including but not limited to any issue on the interpretation and scope of the terms of this PPA or/ and relevant provisions of NIT;
"DREO"	shall mean District Renewable Energy Officer, an authorized representative of BHEL;
"Due Date"	shall have the same meaning ascribed thereto in relevant section of this PPA;
"Effective Date"	shall have the meaning ascribed thereto in relevant section of this PPA;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in ARTICLE 11: of this PPA;
"Expiry Date"	shall mean the 25 th anniversary of the Scheduled Commercial Operation Date of the Project for full PPA Capacity, considering the extensions granted, if any, by BHEL;
"Financing Agreements"	shall mean the agreements pursuant to which the Power Producer has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, words of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of Procurer;
"First Operational Year"	shall mean the period commencing from the Initial Part Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;

“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in ARTICLE 9: of this PPA;
“Functional / Technical Specifications”	means the technical requirements and parameters described in of this Technical Specifications of PPA and as provided in Grid Code relating to the operation, maintenance and dispatch of the Project;
“Grid Code” / “IEGC” or “State Grid Code”	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (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 Subsection (1) of Section 86 of the Electricity Act 2003, as applicable;
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of state(s) of <i>[Karnataka]</i> 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 sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
SPD	Solar Project Developer or Producer
“Insurances”	shall mean the insurance cover to be obtained and maintained by the Power Producer in accordance with ARTICLE 8: of this PPA;
“Invoice” or “Bill”	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 7.5.1 of this PPA;
“Liquidated Damages or LD”	shall mean the penalty levied on the Power Producer due to delay in commencement of supply of solar power, from the SCOD or extended SCOD in accordance with ARTICLE 3.8, to Procurer;
“Law”	shall mean in relation to this PPA, 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 Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
“Lenders”	means the banks, other financial institutions, multilateral agencies, Reserve Bank of India registered non-banking financial companies, mutual funds and agents or trustees of debenture / bond holders, including their successors and assignees, who have agreed as on or

	before COD of the grid interactive rooftop solar PV Project to provide the Power Producer with the senior debt financing described in the Capital Structure Schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned: Provided that, such assignment or transfer shall not relieve the Power Producer of its obligations to Procurer under this PPA in any manner and shall also does not lead to an increase in the liability of any of Procurer;
"Meters" or "Metering System"	means meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point(s) for measuring and recording the delivery and receipt of solar energy, as required by a Project as per NIT;
"Metering Date"	means the first Business Day of each calendar month, subsequent to the month in which the solar power is generated by Project, on which the Power Producer takes joint meter reading with the Procurer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date;
"Maintenance Outage"	shall have the meaning as ascribed to this term as per the provisions of the Grid Code;
"Minimum CUF"	shall mean the guaranteed minimum CUF (as per Annexure -J) to be maintained by the Generator for each and every Operational Year;
"Month(s)"	shall mean a calendar month as per the Gregorian calendar;
"BHEL"	shall mean M/s Bharat Heavy Electricals Limited, Solar Business Division, Mallehwaram, Bengaluru
"Normative Project Cost"	Total Preliminary Estimate of Cost of Solar PV Power Project submitted by the bidder as per relevant format of NIT or the Completed Project cost duly certified by a Chartered Accountant whichever is lower.
Designated Bank Account	Shall mean a Bank Account as notified by M/s Bharat Heavy Electricals Limited, Solar Business Division, Mallehwaram, Bengaluru which shall be used for transaction with parties under this NIT.
"Operational Year(s)"	shall mean the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
Part Commissioning	shall mean the Commissioning of capacity lower than the PPA capacity;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this PPA;
"Performance Bank Guarantee" or "PBG"	Means the irrevocable, unconditional bank guarantee, to be submitted by the Power Producer to BHEL in the form as mentioned in NIT and which shall include any additional bank guarantee furnished by the Power Producer under this PPA, if any;

"Performance Test "	means the test carried out in accordance with NIT;
"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;
"PPA Capacity"	shall mean the capacity of 300 MWp undertaken by the Power Producer for implementation of grid connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the PPA as provided in the NIT;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in ARTICLE 11: of this PPA;
"Premise(s)"	shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non-vacant area which is part of the Procurer establishment;
"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;
"Procurer(s)"	shall mean the M/s Bharat Heavy Electricals Limited (BHEL) procuring solar power from the Power Producer at competitively determined tariff for at least 25 Operational Years;
"Project(s)"	means grid interactive rooftop solar PV project for which Power Producer has been given responsibility to design, engineering, supply, erection, testing, commissioning and comprehensive operation and maintenance and sale of solar power for a period of 25 Operational Years having any of the individual or combination of projects: grid connected net metered systems.
"Project Documents"	Mean: Power Purchase Agreement Documents as required in NIT as well as NIT documents; and any other agreements designated in writing as such, from time to time, by Procurer and the Power Producer;
"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: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power station;

	b) the requirements of Indian Law; and c) the physical conditions at the site of the Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article 7.6 of this PPA;
"RESCO MODEL"	shall mean where the Power Producer intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of Solar Power for 25 Operational Years at a tariff determined through mutual arrangement or competitive bidding;
"NIT"	shall mean Notice Inviting Tender (NIT No.: [INSERT NIT no.]), with all its terms and conditions along with all schedules, Annexure and NIT Project Documents attached thereto, issued by BHEL and shall include any modifications, amendments or alterations thereto.
"Rupees" or "Rs"	shall mean Indian rupees, the lawful currency of India;
"Power Producer"	shall mean the Bidder selected pursuant to the NIT to set up the Project and supply power therefrom to Procurer as per the terms of PPA or/ and NIT;
"Scheduled Commercial Operation Date" or "SCOD"	shall mean date Six Months [6 months] from Effective Date under the PPA,
SPD	Solar Project Developer or Producer;
"Supplementary Bill" or "Supplementary Invoice"	means a bill other than a Monthly Bill or Monthly Invoice raised by any of the Parties in accordance with Article 7.8.10.4;
"Tariff"	shall have the same meaning as provided for in ARTICLE 7: of this PPA;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 7.3 and the relevant Supplementary Bills in accordance with the Article 7.10;
"Termination Notice"	shall mean the notice given by either Parties for termination of this PPA in accordance with ARTICLE 11: of this PPA;
"Term of PPA"	shall have the meaning ascribed thereto in ARTICLE 2: of this PPA;
"Total Debt Amount"	means the sum of the following amounts, expressed in Rupees (with all amounts denominated in currencies other than Rupees being converted to Rupees at the Reference Exchange Rate, the selling rate in Rupees for the Foreign Currency on the relevant Day, as notified by the State Bank of India as its TT Rate at 12:00 noon on the date of issuance of Substitution Notice by the Lenders (a) the principal amount of the senior debt incurred by the Power Producer (as per the terms of the Financing agreements) to finance the Project according to the Capital Structure Schedule which remains outstanding on the date of issuance of Substitution Notice by the Lender

	<p>after taking account of any senior debt repayments which could have been made out of the Monthly Tariff Payments received by the Power Producer on or before the date of issuance of Substitution Notice by the Lender as per the terms provided in the Financing agreements ; and</p> <p>(b) all accrued interest and financing fees payable under the Financing agreements on the amounts referred to in (a) above from the date of supply of power till the date preceding the date of issuance of Substitution Notice by the Lender or, if supply of power has not yet begun, from the most recent date when interest and financing fees were capitalised, and</p> <p>(c) if this PPA is terminated during the Construction Period, any amounts owed to the construction contractor for work performed but not paid for under the construction contract (other than amounts falling due by reason of the Power Producer's default);</p>
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
"Year"	shall mean 365 days or 366 days in case of leap year when February is of 29 days;

1.2 Interpretation

Save where the contrary is indicated, any reference in this PPA to:

- 1.2.1 "PPA" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure;
- 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 PPA;
- 1.2.3 An "affiliate" of any party shall mean a company that either directly or indirectly controls or is controlled by or is under common control of the same person which controls the concerned party; and control means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company;
- 1.2.4 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);
- 1.2.5 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;
- 1.2.6 "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;
- 1.2.7 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 personality) 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;
- 1.2.8 "Rupee", "Rupees", "INR" or "Rs" shall denote Indian Rupees, the lawful currency of India;
- 1.2.9 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;
- 1.2.10 Words importing the singular shall include the plural and vice versa;
- 1.2.11 This PPA itself or any other PPA or document shall be construed as a reference to this or to such other PPA or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.2.12 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.13 A time of Day shall, save as otherwise provided in any PPA or document be construed as a reference to Indian Standard Time;

- 1.2.14 Different parts of this PPA 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 PPA, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.15 The tables of contents and any headings or sub-headings in this PPA have been inserted for ease of reference only and shall not affect the interpretation of this PPA;
- 1.2.16 All interest, if applicable and payable under this PPA, shall accrue from Day to Day and be calculated on the basis of a year of three hundred and sixty-five (365) Days;
- 1.2.17 The words “hereof” or “herein”, if and when used in this PPA shall mean a reference to this PPA;
- 1.2.18 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;

ARTICLE 2: TERM OF PPA

2.1 Effective Date

2.1.1 This PPA shall come into effect from the date of its execution by both the parties and such date shall be referred to as the Effective Date.

2.2 Term of PPA

2.2.1 This PPA, subject to Article 2.3 and 2.4, shall be valid for a term from the Effective Date until the Expiry Date.

2.3 Early Termination

2.3.1 This PPA shall terminate before the Expiry Date:

- a) if either Procurer or Power Producer terminates the PPA, pursuant to ARTICLE 11: of this PPA; or
- a) in such other circumstances as the Procurer may agree, in writing, in accordance with Article 11.1 (Premature Termination).

2.4 Survival

2.4.1 Notwithstanding anything to the contrary herein, the expiry or termination of this PPA shall not affect any accrued rights, obligations and liabilities of the Parties under this PPA, including the right to receive penalty as per the terms of this PPA, nor shall it affect the survival of any continuing obligations for which this PPA provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 3.3.1, ARTICLE 8: (Insurance), Liquidated Damages for delay in commencement of supply of power to Procurers under Article 3.8, ARTICLE 9: (Force Majeure), ARTICLE 11: (Events of Default and Termination), ARTICLE 12: (Liability and Indemnification), ARTICLE 15: (Governing Law and Dispute Resolution), ARTICLE 16: (Miscellaneous Provisions), and other Articles and Schedules of this PPA which are indispensable for survival or amicable settlement of events and transactions pursuant to this PPA.

ARTICLE 3: CONSTRUCTION AND INSTALLATION OF THE SYSTEM

3.1 Condition Subsequent of the Procurer

3.1.1 Payment mechanism as per BHEL System and NIT terms.

3.2 Condition Subsequent of the Power Producer

3.2.1 Submit Project design and drawings to the Procurer within [Thirty Days] (30) Days from the Effective Date in line with NIT Technical specification attached elsewhere in the NIT.

3.2.2 Power Producer shall have sent a written notice, within [Thirty Days] (30) Days from the Effective Date, to Procurer and BHEL indicating the major Milestones to achieve the SCOD (as per the format). Power Producer must mention the progress of Net-Metering application, without failing, in every monthly progress report.

3.2.3 Successful Completion of Project;

3.2.4 Power Producer shall be accountable for submission of below mentioned details to Procurer, within [Sixty Days] (60) Days from the Effective Date:

- i. Copy of Net-Metering application and acknowledgement of Discom on successfully receipt of application;
- ii. Project layout/drawing;
- iii. Bill of Material (BoM) along with requisite test reports and relevant certifications;

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 In case of delay of the Power Producer to fulfil any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the conditions subsequent by BHEL/Procurer as mentioned in Article 3.1, shall be appropriately extended. Accordingly, any delay in the fulfilment of Conditions subsequent as mentioned under Article 3.1 by BHEL/Procurer, shall also lead to appropriate extension in the time period for fulfilment of the conditions subsequent by the Power Producer as mentioned in Article 3.2, especially the SCOD. In such cases, Power Producer must have sent a written notice to BHEL indicating the timelines to complete the remaining major Milestones along with extended SCOD, once Power Producer gets the appropriate extension in Schedule COD.

3.3.2 Save for Article 3.3.1, 3.4.1 e) and 3.18, in case of a failure to meet the requirements mentioned under Article 3.2, the Procurer shall have right to impose liquidated damages as per clause 3.9 of this PPA. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this PPA. Further, PBG shall be forfeited, in accordance with article 3.9, in case of delay by Power Producer in fulfilling any of the conditions mentioned in 3.2.

3.4 Power Producer's Obligations

3.4.1 The Power Producer undertakes to be responsible, at its own cost and risk, for:

- a) all approvals including Consents required under local regulations, building codes and approvals required from Discom(s) etc. relating to installation and operation of the Project and generation and supply of solar power from the Project to Procurer and maintain the same in full force and effect during the Term of this PPA and Indian Law, as required and relevant. Power Producer

shall update SNA each month on the status of the approvals. In case the Power Producer is facing any difficulties in obtaining any approval it can request SNA for timeline extension for the same.

- b) supply to Procurer promptly with copies of each application that it submits to relevant authorities, and copy/ies of each Consent/ license which it obtains. For the avoidance of doubt, it is clarified that the Power Producer shall be solely responsible for maintaining/ renewing any Consents and for fulfilling all conditions specified therein during the Term of the PPA.
- c) design, engineering, supply, erection, testing and Commissioning along with Comprehensive Operation & Maintenance of the grid interactive rooftop solar PV Project along with supply of power, with desired level of performance, for a period of twenty-five (25) Operational Years of Project in accordance with the applicable Law, the Grid Code and the terms and conditions of this PPA and those prescribed in NIT.
- d) providing a timely basis relevant information on Project specifications which may be required for interconnecting Project with the Grid. However, any capital expenses incurred towards grid connection of the Projects shall be borne by Power Producer in accordance with technical requirement of relevant rules, regulations and procedures.
- e) save for Force Majeure events, commencing the supply of power for the PPA Capacity to Procurer no later than the SCOD and continuance of the supply of power throughout the Term of PPA.
- f) operate and maintain the Project throughout the Term of PPA free and clear of encumbrances, except those expressly permitted under ARTICLE 14:
- g) maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1) Operational Year after COD in accordance with the NIT.
- h) fulfilling all obligations undertaken by the Power Producer under this PPA, read in conjunction with terms and conditions of NIT; upon Termination, it shall be the responsibility of the Power Producer to transfer the rooftop to Procurer free of all encumbrances and at zero cost.
- i) Upon Termination, it shall be the responsibility of the Power Producer to restore the rooftop and clear all the surfaces at power producer's cost.
- j) ensure operations of the solar power plant in a prudent utility basis with an objective of regular power supply to Procurer.
- k) submission of Project Manager name to Procurer and BHEL, who will act as a single point of contact for future communication.
- l) submit a monthly progress report during Construction Period (from Effective Date to COD) to BHEL within first seven (7) days of the subsequent month.

3.5 Procurer's Obligations

- 3.5.1 The Procurer shall be responsible to fulfil obligation undertaken by it, including those required as facilitation for installation of Project at the Premises of Procurer, under this PPA at its own cost and risk.
- 3.5.2 Provide access to Power Producer to the Premises for project COD and for regular operation and maintenance of the Project.
Provide access to Project Lenders and Lenders Representatives during the tenor of the loan facility.
- 3.5.3 Regularly pay bills for power offtake as per the Monthly Bills submitted by the Power Producer.
- 3.5.4 Pay the Termination Payment, if required, as per the terms of PPA

3.6 Bank Guarantees

- 3.6.1 **Performance Bank Guarantee (PBG):** SPD shall submit Performance Bank Guarantee for a value of Rs. 40 lakhs 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 F-4 from the date of signing of PPA.
- 3.6.2 The PBG shall be valid for the complete tenure of PPA on full/renewal basis. The PBG shall preferably be for full tenure of 25 year or shall be submitted in the break up tenure of 10 years +10 years and 5 years only with mandatory auto extension of bank guarantee clause.
- 3.6.3 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.
- 3.6.4 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the SPD.

3.7 Power Producer's Construction Responsibilities

- 3.7.1 The Power Producer shall be responsible for design, engineering, supply, erection, testing and Commissioning along with Comprehensive Operation & Maintenance of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Operational Years of the Project in accordance with the following, it being clearly understood that in the event of inconsistency between two or more of the following, the order of priority as between them shall be the order in which they are placed, with 'applicable law' being the first:
 - a. Applicable Law;
 - b. the Grid Code;
 - c. the terms and conditions of this PPA;
 - d. the Functional Specifications as per NIT; and
 - e. Prudent Utility Practices.
- 3.7.2 Notwithstanding anything to the contrary contained in this PPA, the Power Producer shall ensure that the technical parameters or equipment limits of the Project shall always be subject to the requirements as specified in points article 3.7.1 (a) to (e) above and under no event shall override or contradict the provisions of this PPA and shall not excuse the Power Producer from the performance of his obligations under this PPA.
- 3.7.3 Construction, Installation, Testing and Commissioning of the Project
 - a) The Power Producer will be responsible for design, engineering, supply, erection, testing and

Commissioning along with Comprehensive Operation & Maintenance of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Operational Years in accordance with this PPA/ NIT. The Power Producer shall provide to the BHEL, a bill of materials listing the major equipment constituting the Project. Such bill of materials shall be provided within 30 Days of the COD.

- b) The Power Producer shall have access to Premises, as reasonably permitted by the Procurer, to perform the works related to Commissioning and O&M during the Term of PPA at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical for the purpose of the Project.
- c) The Power Producer shall provide and lay the dedicated electrical cables for delivery of solar power from the Project up to the Delivery Point(s). Distribution of solar power beyond this point will be responsibility of the Procurer in accordance with this PPA.
- d) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Power Producer. Any delay due to strengthening of Premise shall not be considered to extend the SCOD unless it is approved by Procurer in written. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the Comprehensive O &M of Project, shall be the responsibility of Power Producer, other than cost required for water proofing. The cost for water proofing will be the responsibility of Power Producer for a period of first [*Five year*] (05 Year) Operational Years.
- e) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period, i.e., Term of the PPA of the Project. In case any damages is caused to the equipment / facilities owned by the Procurer due to the Power Producer, the same shall be made good / rectified by the Power Producer at its risk and cost.
- f) Subject to any punch-list items which shall be agreed by the Procurer as not being material to Completion of the Project, the Power Producer agrees that it shall achieve the COD of the Project within [*Six Month*] (06) Months from execution of this agreement ("SCOD").
- g) At the time of Commissioning, Procurer shall ensure that sufficient load is available at the Delivery Point(s) to ensure synchronization and drawl of power from the Project.
- h) If the Power Producer is unable to commence supply of solar power to the Procurer by the SCOD, other than for the reasons specified in ARTICLE 9: or Article 11.2, the Power Producer shall pay to Procurer Liquidated Damages for the delay in such commencement of supply of solar power as per the NIT and/or PPA.
- i) Procurer, in coordination with Power Producer, shall ensure that all arrangements and infrastructure for transmission or/ and distribution solar power beyond the Delivery Point(s) are ready on or prior to the COD and is maintained in such state in accordance with applicable laws through the Term of PPA.

3.8 Liquidated Damages for completion of project

3.8.1 If the Power Producer fails to execute the work and Commission the project on or before the Schedule Commercial operation date (**SCOD**), BHEL shall have the right to impose penalty equivalent to 5 % of PBG value per week from the SCOD subject to maximum of [Four weeks] (04) weeks delay. In case of delay beyond extended timeline of [Four weeks] (04) weeks, BHEL may

3.8.1.1 allow Power Producer to work with additional penalty up to [Four weeks] (04) more Weeks with LD of 10% of PBG per week or part thereof shall be levied on Power Producer for this additional period. Further, no more extension shall be granted.

OR

3.8.1.2 Cancel the PPA and Power Producer shall be liable to pay Liquidated Damages to the BHEL.

3.9 Liquidated Damages on non-compliance during Construction Period

3.9.1 Liquidated Damages shall be imposed on Power Producer at the rate of 5% of PBG per week of delay or part thereof, in case of failure of adhering in submission of details as mentioned in condition subsequent of the Power Producer (PPA conditions 3.2). Procurer/BHEL shall terminate PPA and forfeit the PBG, in case of delay beyond [Four Weeks] (04) Weeks in submission of requisite details.

3.9.2 Power Producer shall be responsible for completion of all activities mentioned in COD Schedule within the given time frame. Power Producer shall include the detail of COD Schedule in monthly progress report.

3.9.3 Progress in the implementation of the Project shall be monitored by BHEL for milestones mentioned in COD Schedule.

3.9.4 Delay beyond [Fourteen days] (14) Days to achieve any milestone mentioned in COD Schedule shall attract penalty of 1% of PBG per week of delay or part thereof except for final milestone.

3.9.5 Any of the penalty accumulated during Construction Period shall not be levied in case Commissioning will be achieved on or before SCOD.

3.9.6 Applicable L.D penalty shall be certified / Verified by Engineer-In-Charge.

3.9.7 L.D penalty shall be deducted from respective running bill.

3.10 System Acceptance Testing

3.10.1 The Power Producer shall, in the presence of designated representatives of BHEL and Procurer, conduct testing of the Project, as prescribed in NIT, to establish successful Commissioning of the Project.

3.10.2 The Power Producer shall demonstrate that the said project delivers Capacity Utilization Factor ("CUF") as per annexure-J.

3.10.3 If the results of such testing indicate that the Project is capable of generating electrical energy and Power Producer shall submit Commissioning certificate of the Project issued by the concerned DISCOM and/or BHEL as the case may be, in accordance with the applicable rules/regulation/policies, as prescribed in NIT, Power Producer shall send a written notice to

BHEL, to that effect, and the date of successful conducting such tests and injection of solar power at Delivery Point(s) shall be the “Commercial Operation Date” as certified as per NIT and/or PPA.

3.11 Measuring Capacity Utilisation Factor (CUF)

- 3.11.1 Power Producer shall ensure that all Projects are Remote Monitoring System (“RMS”) enabled. The data from such RMS enabled Projects would be monitored or analysed remotely by BHEL, independently or at its Centralized Monitoring Centre. The Power Producer shall support BHEL or its authorised representatives in establishing technical handshake between RMS and the Centralized Monitoring Centre. The internal data logger of the RMS system shall work on store-and-forward mechanism. It should be able to store data in case of connectivity outage and forward the stored data once the connectivity is attained. The power producer shall ensure data for a minimum period of one year is stored in the data logger. The RMS system must also be capable of interfacing with external data loggers as may be installed by the BHEL or its authorised representatives at no extra cost. The Power Producer shall ensure that the connectivity of the Project with the Centralized Monitoring Centre of BHEL is uninterrupted at all times during O&M period and shall make all necessary arrangements for the same. In addition to the above, the Power Producer shall ensure and shall have no objection to provide access to RMS and / or any other medium used to transfer data for data acquisition and monitoring the performance of Project(s) by BHEL. BHEL or its authorized agency reserves right to validate the authenticity of such data for which Power Producer shall extend full access and its cooperation.
- 3.11.2 Performance of RMS System - The system should have ability to send data on defined internal time so that data should not be lost due to performance and load issue. The information should be shared with trusted system only and should not be available to any other unknown system.
- 3.11.3 Power producer shall provide necessary weather monitoring system which shall be measuring solar irradiance and ambient temperature. The weather data shall be made available in the RMS system and Centralized Monitoring Centre.
- 3.11.4 Generation loss due to grid outage (or power evacuation system after the metering point of the Receiving Substation which is not in the scope of the power producer): The measured global Horizontal solar radiation i.e. GHI of the period of the outage of the power evacuation system shall be excluded to give relaxation in the target generation value to that extent only. The Grid Outage hours data shall be verified from the concern Authority for the period of O&M.
- 3.11.5 Effect due to variation in annual insolation shall only be considered for computing the Target generation.

3.12 Project Operation & Maintenance (O&M)

- 3.12.1 Power Producer shall operate and maintain Project, with desired level of performance, during the Term of PPA, read with terms and conditions of NIT, at its sole cost and expenses; provided, that any repair or maintenance costs incurred by the Power Producer as a result of Procurer's negligence or breach of its obligations hereunder, as certified by BHEL, shall be reimbursed in full by Procurer. The timelines for O&M would be 7 A.M. to 7 P.M. plus one hour during non-

generation hours as mutually decided between Procurer and the Power Producer.

3.12.2 Procurer shall not undertake any O&M activity related to Project. Power Producer shall ensure that Project is adequately maintained and operated to serve the purpose envisaged in PPA and NIT.

3.12.3 The Power Producer will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the Bidder to ensure proper arrangements for cleaning of panels (at least 24 cycles in a Year and Year must exclude June to September period) in order to maintain the requisite performance expectations.

3.13 Power Producer's Defect Liability

3.13.1 If it shall appear to the BHEL that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior quality, the Power Producer shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by BHEL in writing.

3.13.2 The Power Producer shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Project for the entire term of the PPA.

3.14 Project Disruptions

3.14.1 Unavailability of Premises

- a) If, for reasons other than the Power Producer's breach of its obligations under PPA/ NIT, Power Producer is not provided with the access to the Premises as necessary to operate and maintain the Project, such time period shall be excluded from the calculation of CUF.
- b) If, for reasons other than the Power Producer's breach of its obligations under PPA/ NIT, energy generation from Project is hampered significantly or stopped, such time period shall be excluded from the calculation of CUF.
- c) Period during which the grid is unavailable due to power cut or grid is unstable during generation hours and in turn leading to lower generation, such hours shall be excluded for the purpose of calculation of CUF.
- d) Procurer shall continue to make all payments for the solar power during such period of Project disruption other than ARTICLE 9: c) at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Tariff of that Operational Year and difference in Deemed Generation and Actual Generation over such period. Power Producer shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in the rooftop system, on account of Procurer.

3.14.2 Roof repair and other Project disruptions

- a) In the event that (i) the Procurer repairs the Premises' roof for any reason not directly related to

damage, if any, caused by the Project, and such repair requires the partial or complete temporary disassembly or movement of Project, or (ii) any act or omission of Procurer or Procurer's employees, affiliates, agents or subcontractors (collectively, a "Procurer Act") results in a disruption or outage in Project generation, and such events are attributable to Procurer except Force Majeure, then, in either case, Procurer shall:

- i. Pay the Power Producer such amount of money as prudently determined and agreed by and between Power Producer and Procurer for all work required by the Power Producer to disassemble or move or shifting the Project. The costing would be at mutually decided rate or latest Schedule of Rates (SOR) published by concerned distribution utility whichever is lower for similar works; and
 - ii. Continue to make all payments for the solar power during such period of Project disruption at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Tariff of that Operational Year and difference in Deemed Generation for number of days such event occurs and Actual Generation. Power Producer shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in system production, on account of Procurer.
- b) In the event that the Procurer fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Project and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within 01 month of submission, failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled.
- Calculation for loss in revenue for the period = (Deemed Generation X number of days such event occurs - Actual generation) X Tariff of that Operational Year.
- c) The Power Producer is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the Comprehensive O & M period of first 05 Operational Years. The Power Producer should immediately take necessary action to repair any damage to the water proofing. However, in such situations, Power Producer shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If Power Producer fails to do required water proofing within 20 days from the day of identification of issue, Procurer may get the same done at prevailing market rate and Power Producer shall reimburse the same to Procurer. If the Power Producer fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the energy bills of the next [Six months] (06) months.

3.15 Quality of Workmanship

3.15.1 The Power Producer shall ensure that the Project is designed, built and completed in a good workman like manner using sound engineering construction practices and using only materials and equipment that are new and of international utility grade quality such that, the useful life of the Project will be till the Expiry Date.

3.15.2 The Power Producer shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards (BIS)/ International Electro technical Commission (IEC).

3.16 Construction Documents

3.16.1 The Power Producer shall retain at the Premises, and make available for inspection to Procurer at all reasonable times, copies of the results of all tests specified in Tariff Schedule hereof.

3.17 Delivery of Solar Power

3.17.1 Purchase Requirement

- i. Procurer agrees to purchase one hundred percent (100%) of the solar energy generated by the Project and made available by the Power Producer to Procurer at the Delivery Point(s) during each relevant month of the Term of PPA.
- ii. Excess generation over and above 10% of declared annual CUF may be purchased by BHEL SBD unless refused by BHEL SBD.
- iii. It is possible that the Power Producer is not able to achieve optimum generation from the installation due to the following reasons: -
 - a) It could be due to demand side variations i.e. consumer loads being reduced leading to lower power flow;
 - b) It could be due to supply side variation i.e. significant degradation of the panel, not sufficient maintenance and operations and Power Producer not able to achieve Minimum CUF for consecutive four (4) months.
- iv. The following clauses are applicable for generation losses.

1. In cases where lower generation is due to demand side variation then: -

- a) Procurer to pay the Power Producer, for the loss in revenue due to lower demand of Procurer. Loss in Revenue for the period would be equal to the multiplication of (Deemed Generation X number of days such event occurs) with Tariff.

2. In cases where lower generation is due to supply side reasons:

- a) If for any Contract Year, it is found that the Producer has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the Producer, on account of reasons solely attributable to the Power Producer, such shortfall in performance shall make the Producer liable to pay the compensation as payable to BHEL and shall duly pay such compensation to BHEL.
- b) The amount of compensation shall be equal to the difference in per unit rate payable by BHEL to Discom at that time and the PPA tariff.
- c) The determination of compensation shall be as per terms of the PPA. This compensation

shall be applied to the amount of shortfall in generation during the Contract Year.

- d) If the Producer is not able to generate minimum energy corresponding to the annual minimum CUF or CUF declared by the Producer, on account of reasons solely attributable to the Producer continuously for three years, then the amount of compensation payable shall be doubled over the actual compensation payable for the third year.
- e) If the Producer is not able to generate minimum energy corresponding to the annual minimum annual DC CUF or CUF declared by the Producer on account of reasons solely attributable to the Producer 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.
- f) 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.
- g) While calculating Minimum CUF, period of unavailability of Grid shall be excluded.

3.17.2 Suspension of Delivery

The Power Producer shall be entitled to suspend delivery of electricity from the Project to the Delivery Point(s) for the purpose of maintaining and repairing the Project upon giving notice of at least 15 days in advance to the Procurer, except in the case of emergency repairs. Such suspension of service shall not constitute a breach of this PPA, provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Procurer. However, any preventive maintenance shall be done only during the period when Project is not generating.

3.17.3 Title to the Project

Throughout the duration of the PPA, the Power Producer shall be the legal and beneficial owner of the Project at all times, and the Project shall remain a property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Premises. The title to the project will be transferred to the Procurer at Termination of the PPA at the end of the Term (i.e. after completion of 25 Operational Years) within [*Fifteen days*] (15) days. The title to be transferred to Procurer free of all encumbrances and at zero cost to the Procurer.

3.18 Extensions of Time

3.18.1 In the event that the Power Producer is prevented from performing its obligations under Article 3.4 by the SCOD due to:

- a. any Procurer Event of Default; or
- b. Force Majeure Events affecting Procurer; or
- c. Force Majeure Events affecting the Power Producer; or
- d. Power Producer, after successful Completion, shall not be able to achieve Commissioning on or before SCOD due to delay on account of receipt of commissioning approval/certificate from concerned Distribution Company.

The SCOD shall be deferred, subject to the limit prescribed in Article 3.18.2, for a reasonable period but not less than 'Day for Day' basis, to permit the Power Producer or Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the Power Producer or

Procurer, or till such time such Event of Default is rectified by Procurer.

3.18.2 Subject to Article 3.18.6 and 3.18.7, in case of extension occurring due to reasons specified in Article 3.18.1a and d, any of the dates specified therein can be extended, subject to the condition that the SCOD would not be extended by more than [Sixty days] (60) Days.

3.18.3 In case of extension due to reasons specified in Article 3.18.1 b and c, and if such Force Majeure Event continues even after a maximum period of [Sixty days] (60) Days, any of the Parties may choose to terminate the PPA as per the provisions of Article 11.5.

3.18.4 If the Parties have not agreed, within [Sixty days] (60) Days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCOD should be deferred by, any Party may raise the Dispute to be resolved in accordance with ARTICLE 15:

3.18.5 As a result of such extension, the SCOD newly determined shall be deemed to be the SCOD for the purposes of this PPA.

3.18.6 Notwithstanding anything to the contrary contained in this PPA, any extension of the SCOD arising due to any reason envisaged in this PPA shall not be allowed beyond [2 Months] (02) Months or the Date determined pursuant to Articles 3.18.2 or/ and 3.18.3, whichever is later.

3.18.7 For getting extension of time under Article 3.18.1 d), Power Producer shall notify BHEL, at least [Twenty days] (20) days in advance of SCOD, and detailed out the probable reasons for delay. Any delay on account of non-compliance of Power Producer, in accordance with Policy and Regulation, in getting Commissioning approval/certificate, BHEL shall levy a one-time penalty of INR 100/kWp for full PPA Capacity.

3.19 DELETED

3.20 Inspection/ Verification

3.20.1 The Power Producer shall be further required to provide entry to the Premises of the Project free of all encumbrances at all times during the Term of PPA to BHEL.

The Lenders and Lender's Representatives shall be provided access to the Premises of the project by the Procurer/Building Owner (as the case may be) so as to enable Lenders to conduct regular site inspection.

3.20.2 BHEL shall be responsible for inspection and verification of the Project works being carried out by the Power Producer at the Premises. If it is found that the construction works/ operation of the Project is not as per NIT/ PPA, it may seek clarifications from Power Producer or require the works to be stopped or to comply with the instructions of BHEL.

3.21 Deleted

ARTICLE 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

4.1 Synchronization

- 4.1.1 The Power Producer shall give the, BHEL [*Thirty Days*] (30) Days advanced preliminary written notice and at least [*Fifteen Days*] (15) Days advanced final written notice, of the date on which it intends to synchronize the Project.
- 4.1.2 Subject to Article 4.1.1, the Project may be synchronized by the Power Producer 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. Prior to synchronization of the Project, the Power Producer shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by Central Electricity Authority or an agency identified by the central government / state government to carry out testing and certification for the solar rooftop projects.
- 4.1.3 The synchronization equipment shall be installed by the Power Producer at its generation facility of the Project at its own cost. The Power Producer shall synchronize its system with the utility system only after the approval of synchronization scheme is granted by the concerned Discom and checking/verification is made by the concerned authorities of the Discom.

4.2 Completion, Commissioning and Commercial Operation

- 4.2.1 When the Power Producer fulfils his obligation under the PPA, it shall obtain completion certificate from BHEL. BHEL shall issue separate Completion Certificate.
- 4.2.2 For the purpose of obtaining Completion certificate following documents shall be required.
- 4.2.2.1 Inspection Report of the Work(s) as per prescribed format provided by BHEL.
 - 4.2.2.2 CEIG/CEA Approval for the PPA Capacity, if applicable;
 - 4.2.2.3 Project fulfilment certificate from Procurer and District Renewable Energy Officer (DREO) for the PPA Capacity
 - 4.2.2.4 Document in support of performance of the Project and achievement of minimum CUF subject to seasonality as per provisions of NIT, as certified by the BHEL.
- 4.2.3 Full PPA Capacity of the Project shall be commissioned by SCOD.
- 4.2.4 Part Commissioning:
- i. Part Commissioning of the Project shall be not allowed;
 - ii. Power Producer shall need to comply with all the compliances and regulations to be required and undertake the commissioning in accordance with NIT for Commissioning;
- 4.2.5 The Power Producer shall undertake a commissioning in accordance with NIT, as soon as reasonably practicable and in no event later than [Six Months] (06 Months) weeks or such longer period as mutually agreed between the Power Producer and Procurer after the point at which it is no longer prevented from doing so by the effects of Force Majeure Events or Procurer's Event of Default (as appropriate and applicable)] and if such Commissioning of PPA Capacity is not duly completed on or before the SCOD, Power Producer shall be required to pay Liquidated Damages to BHEL in accordance with Article 3.8.
- 4.2.6 Power Producer shall be required to get the Project certified for the desired performance for

Commissioning as laid down in NIT. Project shall be commissioned on the Day after the date when Procurer receives a final Commissioning certificate from the BHEL in accordance with prevalent policy and regulation along with relevant clauses mentioned in NIT. Power Producer starts injecting power from the Project to the Delivery Point(s) from the day of Initial.

- 4.2.7 The Power Producer expressly agrees that all costs incurred by it in synchronizing, connecting, Commissioning and/ or Testing a Project shall be solely and completely to its account and Procurer's liability shall not exceed the amount of the Tariff payable for such power output or as per relevant Law applicable at the time.
- 4.2.8 The Parties shall comply with the provisions of the applicable Law including, in particular, Grid Code as amended from time to time regarding operation and maintenance of the Project and all matters incidental thereto.
- 4.2.9 For clarification, Power Producer shall submit the commissioning certificate certified by BHEL for the capacity Commissioned.

ARTICLE 5: DISPATCH

5.1 Dispatch

- 5.1.1 The Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/ RLDC from time to time.

ARTICLE 6: METERING AND BILLING

6.1 Metering

- 6.1.1 Metering and grid connectivity of Project would be the responsibility of the Power Producer in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA and Policy for Decentralized Renewable Energy System, State Net Metering Regulation (Grid Connected Net Metering) Regulations, 2020 and their amendments/ substitutions. BHEL/ Procurer could facilitate in the process; however, the entire responsibility towards such arrangements lies with Power Producer only.
- 6.1.2 The Power Producer shall install one Generation Meter separately near the output of Inverter transformer/switchgear and Net-Meter shall be located in place of interconnection system with state Discom grid.
1. Generation meter for billing between Power producer (SPD) and Power procurer (BHEL).
 2. Net Meter for billing between Power procurer (BHEL) and Discom (BESCOM).

The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter as provided State Policy for Decentralized Renewable Energy System, 2023 and any subsequent amendment.

- 6.1.3 The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.
- 6.1.4 The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM. As mentioned in the project specification, the combined output power of the project at 11 KV voltage level shall be connected near to the existing metering point.
- 6.1.5 The scope of net metering and the suitable arrangement in accordance with the BESCOM shall be under the scope of Power producer.
- 6.1.6 The meter will be read by the Power Producer's personnel on the Metering Date on monthly basis. The authorized representative of the Procurer can be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the joint meter reading report is not signed in the first 05 Business Days of Metering Date of any month due to non-availability of the Procurer's authorized representative, the report signed by the Power Producer shall be considered as joint meter reading report, the Parties agree that such joint meter reading report shall be final and binding on the Parties.
- 6.1.7 Meters and metering equipment shall be tested as per provision of SERC and as per IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of power producer and should be properly sealed in the presence of designated authority from *M/s Bharat Heavy*

Electricals Limited, Solar Business Division, Mallehwaram, Bengaluru at the time of installation.

- 6.1.8 The Procurer may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Metering System.
- 6.1.9 The risk and title to the solar power supplied by the Power Producer shall pass to the Procurer at the Delivery Point(s).

6.2 Billing

- 6.2.1 The energy billable to Procurer, by Power Producer, shall be computed on monthly basis by multiplying the Tariff of that particular Operational Year with the gross energy generation.

6.2.2 Auxiliary Power Consumption by the Power producer:

Power producer shall be entitled to draw the power for its auxiliary consumption from the grid. Auxiliary power shall be adjusted by BHEL SBD from energy billing through net off scheme from the delivered energy.

- 6.2.3 Import and export of energy from Project operating on net metered basis shall be settled as per [SERC (Grid Connected Net Metering) Regulations, 20XX / State Policy for Renewable Energy Systems, 20XX] and their amendments/ substitutions.

ARTICLE 7: TARIFF AND PAYMENT

7.1 Consideration

7.1.1 DELETED.

7.1.2 Procurer shall pay to the Power Producer monthly payment towards energy consumed from the Project as per the Metering and Billing as described in ARTICLE 6: above for each calendar month during the period from the Commissioning to Expiry Date at a Tariff corresponding to the Operational Year upon pursuant to NIT.

7.1.3 Quoted Tariff for First Operational Year shall be applicable for the period from full Commissioning till the end of 25th Operational year.

7.2 Invoice

7.2.1 The Power Producer shall invoice Procurer on 05 Business Day of each month ("Metering Date") in respect of energy generated the immediately preceding month. However, the last monthly invoice pursuant to this PPA shall include energy generated only till the Expiration Date of this PPA.

7.2.2 The Procurer shall be billed in the following manner: -

- a) The Procurer consuming energy shall be billed for actual consumption for a month, if it is more than the Deemed Generation for the month. In case, actual consumption is less than the Deemed Generation, Power Producer shall charge in accordance with the article 3.17.

7.2.3 The Invoice to the Procurer shall include:

- a) Gross energy generation of the project.
- b) Supporting data, documents and calculations in accordance with this PPA;

7.3 Due Date

- 7.3.1 After satisfactory Completion of service and submission of invoice, payment time line shall be 30 days for from date of certification of invoice/bill by BHEL (Due Date).

7.4 Method of Payment

- 7.4.1 Procurer shall make all payments under the PPA by electronic funds transfer of immediately available funds to the designated bank account. All payments made hereunder shall be, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Procurer deducts any tax at source, the Procurer will issue a tax credit certificate as per law.

7.5 Late Payment

- 7.5.1 Save for provision in disputed bills, In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a late payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 1.25% per month ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rates. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice.

7.6 Rebate

- 7.6.1 Save for any dispute, Procurer shall be eligible for rebate of 1% on the amount of outstanding payment, for payment of any Bill within first [Ten days] (10) Business Days from the Metering Date, calculated on a Day to Day basis for each Day of the.
- 7.6.2 In case of any disputed bill, the rebate shall be allowed on only that payment which is made within first [Ten days] (10) days of Metering Date, irrespective of the outcome of final settlement of the dispute.
- 7.6.3 No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties and cess etc.

7.7 Disputed Bill

- 7.7.1 If the Procurer does not dispute a Monthly Bill or a Supplementary Bill raised by Power Producer by the Due Date, such Bill shall be taken as conclusive.
- 7.7.2 If the Procurer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall within [Thirty Days] (30) Days of receipt of such Bill, issue a notice (the "Bill Dispute Notice") to the Power Producer setting out:
- a) the details of the disputed amount;
 - b) its estimate of what the correct amount should be; and
 - c) all written material in support of its claim.

- 7.7.3 If the Power Producer agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 7.7.2, the Power Producer shall revise such Bill and present along with the next Monthly Bill.
- 7.7.4 If the Power Producer does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 7.7.2, it shall, within [Thirty Days] (30) Days of receiving the Bill Dispute Notice, furnish a reply to Bill Dispute Notice to the Procurer providing:
- a) its reasons against dispute;
 - b) its estimate of what the correct amount should be; and
 - c) all written material in support of its counter-claim.
- 7.7.5 Upon receipt of the reply to Bill Dispute Notice from Power Producer, by Procurer, under Article 7.7.4, authorized representative(s) of the Procurer and Power Producer shall meet and make best endeavours to amicably resolve such dispute within [Thirty Days] (30) Days of receipt of the reply to the Bill Dispute Notice.
- 7.7.6 If the Parties do not amicably resolve the Dispute within [Thirty Days] (30) Days of receipt of reply to the Bill Dispute Notice pursuant to Article 7.7.4, the matter shall be referred to Dispute resolution in accordance with ARTICLE 15:.
- 7.7.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment of 100% of the undisputed amount of the concerned Monthly Bill, and 50% of disputed amount under protest within [Sixty days] (60) Business Days after the date of the receipt of the invoice. Once the dispute is settled, the correction amount shall be adjusted;

7.8 Quarterly and Annual Reconciliation

- 7.8.1 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 of each Operational Year and annual reconciliation at the end of each Operational Year within thirty (30) Days of the end of the Operational Year to consider the Energy Accounts, payment adjustments, Tariff rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this PPA.
- 7.8.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of an Operational Year or a full Operational Year, as the case may be, has been finally verified and adjusted, the Power Producer and Procurer shall jointly sign such reconciliation statement. Within [Fifteen days] (15) Days of signing of a reconciliation statement, the Power Producer shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the Power Producer or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of ARTICLE 15:

7.9 Payment of Supplementary Bill

7.9.1 Procurer/ Power Producer may raise a ("Supplementary Bill") for payment on account of:

- a) Adjustments required by the Energy Accounts (if applicable); or
- b) Change in Law as provided in ARTICLE 10:

7.9.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the Power Producer to the Power Producer's Designated Account by Due Date. Similarly, the Power Producer shall pay all amounts due under a Supplementary Bill raised by Procurer by the Due Date to Procurer's designated bank account and notify such Procurer of such payment on the same Day.

7.9.3 In the event of delay in payment of a Supplementary Bill by the Power Producer beyond its Due Date or by Procurer beyond the end of 30 Day from the Due Date, as the case may be, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 7.5.

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The Power Producer shall maintain at its own costs, throughout the Term of PPA and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to, theft, damages, comprehensive general liability insurance covering the Project and accidental losses, bodily harm, injury, death of all individuals employed/assigned by the Power Producer to perform the services required under this PPA.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this PPA or respective Insurances, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal or making good of such loss or damage of the Project.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the respective Insurances make payment on a "total loss" or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

8.3 Effect on liability of Procurer

8.3.1 Notwithstanding any liability or obligation that may arise under this PPA, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Power Producer can claim compensation, under any Insurance shall not be charged to or payable by Procurer.

ARTICLE 9: FORCE MAJEURE

9.1 Definitions

9.1.1 In this Article, the following terms shall have the following meanings:

Affected Party

9.1.2 An affected Party means Procurer or the Power Producer whose performance has been affected by an event of Force Majeure.

9.1.3 An event of Force Majeure affecting the Discom, which has affected the interconnection facilities, shall be deemed to be an event of Force Majeure affecting the Power Producer.

9.1.4 A "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.

9.2 Force Majeure Exclusions

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.

9.3 Notification of Force Majeure Event

9.3.1. 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.

9.3.2. 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.

9.4 Duty to Perform and Duty to Mitigate

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

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

9.4.2. 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.

ARTICLE 10: CHANGE IN LAW

10.1 Definitions

In this article, the following terms shall have the following meanings:

10.1.1 "Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Power Producer or any income to the Power Producer:

- a) 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;
- b) change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c) change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the Power Producer, which results in any change in any cost of or revenue from the business of selling electricity by the Power Producer to Procurer under the terms of this PPA;
- d) a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the Power Producer;
- e) any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by Power Producer as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer, or (ii) any change on account of regulatory measures by the Appropriate Commission or (iii) change in the rates of existing taxes applicable to the Power Producer or (iv) change in income taxes applicable for the Power Producer

10.2 Notification of Change in Law

10.2.1 If the Power Producer is affected by a Change in Law in accordance with this ARTICLE 10: and wishes to invoke a Change in Law provision, it shall give notice to Procurer of such Change in Law as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law.

10.2.2 Notwithstanding Article 10.2.1, the Power Producer shall be obliged to serve a notice to Procurer if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this PPA, the obligation to inform Procurer contained herein shall be material. However, in case the Power Producer has not provided such notice, Procurer shall have the right to issue such notice to the Power Producer.

10.2.3 Any notice served pursuant to Change in Law shall provide, amongst other things, precise details of:

- a) the Change in Law; and

- b) the effects on the Power Producer of the matters relevant for Construction Period and the operation period for the Project.

10.3 Relief for Change in Law

- 10.3.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.
- 10.3.2 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.
- 10.3.3 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 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.
- 10.3.4 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.
- 10.3.5 Bidders shall submit their bid by offering a single tariff for the above project, which shall be applicable for all the 25 years.
- 10.3.6 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 honor all the obligations and terms & conditions of the PPA.

ARTICLE 11: EVENTS OF DEFAULT AND TERMINATION

11.1 Power Producer's Event of Default

11.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Procurer of its obligations under this PPA, shall constitute a Power Producer Event of Default:

- a) The failure to achieve COD for the PPA Capacity, within the definite time period, as defined under NIT and PPA, or any extension granted by BHEL;
- b) if
 - i. the Power Producer assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this PPA and without BHEL's Consent; or
 - ii. the Power Producer transfers or novates any of its rights and/ or obligations under this PPA, in a manner contrary to the provisions of this PPA; except where such transfer.
 - a. 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 PPA or
 - b. is to a transferee who assumes such obligations under this PPA and the PPA remains effective with respect to the transferee; or
- c) If
 - i. the Power Producer 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
 - ii. any winding up or bankruptcy or insolvency order is passed against the Power Producer, or
 - iii. the Power Producer 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; or
 - iv. Provided that a dissolution or liquidation of the Power Producer will not be a Power Producer Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and which has been notified in advance to BHEL and where the resulting company retains creditworthiness similar or more than the Power Producer and expressly assumes all obligations of the Power Producer under this PPA and is in a position to perform them; or
 - v. the Power Producer fails to make any payment (i) of an amount exceeding Rupees [7.71 Lakhs] required to be made to Procurer under this PPA, within [One month] (01) Month after the Due Date of an undisputed invoice /demand raised by Procurer on the Power Producer; or
 - vi. any of the representations and warranties made by the Power Producer in PPA being found to be untrue or inaccurate. Further, in addition to the above, any of representations made or the undertakings submitted by the Power Producer at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its parent

- company/ affiliates related to the minimum equity obligation; Provided however, prior to considering any event specified under this sub-article to be an Event of Default, Procurer shall give a notice to the Power Producer in writing of at least [Thirty Days] (30) Days; or
- vii. the Power Producer repudiates this PPA and does not rectify such breach within a period of [Thirty Days] (30) Days from a notice from Procurer in this regard; or
 - viii. except where due to Procurer's failure to comply with its material obligations, the Power Producer is in breach of any of its material obligations pursuant to this PPA, and such material breach is not rectified by the Power Producer within [Thirty Days] (30) Days of receipt of first notice in this regard given by Procurer.
 - ix. the Power Producer fails to complete/ fulfil the activities/conditions specified in Article 3.2, beyond a period of [Four weeks] (04) weeks from the period SCOD and Article 3.8, the right of termination under this PPA can be invoked by Procurer; or
 - x. The Power Producer fails to maintain the PBG in accordance with PPA and NIT; or
 - xi. change in controlling shareholding before the specified time frame as mentioned in Article 3.4.1 of this PPA; or
 - xii. occurrence of any other event which is not specified in this PPA to be a material breach/ default of the Power Producer;
 - xiii. Power Producer generates solar power lower than guaranteed minimum CUF on a yearly basis continuously for 03 Years.

11.2 Procurer's Event of Default

11.2.1 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 Power Producer of its obligations under this PPA, shall constitute the Event of Default on the part of defaulting Procurer:

- a) Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill), as per ARTICLE 7:, for a period of [Sixty Days] (60) Days after the Due Date
- b) except where due to the Power Producer's failure to comply with its obligations under PPA and NIT, Procurer is in material breach of any of its obligations pursuant to this PPA and NIT, and such material breach is not rectified by Procurer within [Sixty Days] (60) Days of receipt of notice in this regard from the Power Producer; or
- c) If
 - i. Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of [Sixty Days] (60) Days, or
 - ii. any winding up or bankruptcy or insolvency order is passed against Procurer, or
 - iii. Procurer 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,
 - iv. Procurer vacates the premises of the Project
- d) Provided that it shall not constitute a Procurer Event of Default, where such dissolution or

liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization or the Procurer vacating the premises to a new entity and where the resulting entity has the financial standing to perform its obligations under this PPA and has creditworthiness similar or more than the Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;

- e) occurrence of any other event which is not specified in this PPA but leading to a material breach or default by Procurer.

11.3 Procedure for cases of Power Producer Event of Default

11.3.1 Upon the occurrence and continuation of any Power Producer Event of Default under Article 11.2 Procurer shall have the right to deliver to the Power Producer, with a copy to the lenders of the Power Producer with whom the Power Producer has executed the Financing agreement, a notice stating its intention to terminate this PPA ("Procurer Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

11.3.2 Following the issue of a Procurer Preliminary Default Notice, the Consultation Period of **[Sixty Days] (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.

11.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA & NIT.

11.3.4 Within a period of **[Thirty Days] (30) Days** following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Power Producer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Lenders shall have the right to seek the substitution of the Power Producer by a Selectee for the residual period of this PPA for the purpose of performing obligations of the Power Producer. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in this PPA and with prior approval of Procurer, provided Selectee as aforesaid shall have the required qualification and experience as prescribed under the NIT. Such Substitution should not affect the remedy available to the Procurer for damages caused by the Power producer (PP) as a consequence of their event of default.

11.3.5 In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Procurer's Preliminary Default Notice and upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to rectify such default within the applicable Consultation Period specified in this ARTICLE 11: Procurer will have the option of owing the Project at the fees determined as per below formula and later Procurer may terminate this PPA by serving a **[Thirty Days] (30) Days'** notice to the Power Producer ("Procurer Termination Notice").

After COD

Termination payment = Net Asset Value X 50% [After COD]

Net Asset Value = Normative Project Cost X (1 – (4% X No of Operational Years))

The handover of full assets shall be without any encumbrance/liability along with warranties and insurances in force.

In such case the termination payment shall be deposited on designated bank account.

There will be no Termination Payment to Power Producer if the termination happens because of the reasons mentioned below:

- a) Termination before the Project COD or;
- b) event of default occurs due to cause mentioned in 11.1.1

11.3.6 The Power Producer is obligated to perform all duties mentioned in PPA and pay the Termination Payment, in case of Power Producer Event of Default, on or before the last Day of Procurer Termination Notice.

In situations where there is no transfer of asset based on the above clauses then the Power Producer should return the rooftop/project premises in the original condition existing before the start of this Project. This has to be undertaken at Power Producers cost without any liability to Procurer.

11.4 Procedure for cases of Procurer Event of Default

11.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 11.2 the Power Producer shall have the right to deliver to Procurer, a Power Producer Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

11.4.2 Following the issue of a Power Producer Preliminary Default Notice, the Consultation Period of [Sixty Days] (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.

11.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA.

11.4.4 After a period of Thirty Days] (30) Days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied. Upon the occurrence and continuation of Power Producer Default and the failure by the Procurer to rectify such default within the applicable Consultation Period specified in this ARTICLE 11:. the Power Producer shall take the termination payment, to be paid by Procurer at the end of PPA termination, calculated as per below formula, and later Power Producer may terminate this PPA by serving a [Thirty Days] (30) Day's notice to the Procurer ("Power Producer Termination Notice").

Termination payment = Net Asset Value

Net Asset Value = Normative Project Cost X (1 – (4% X No of Operational Years))

In such case the termination payment shall be deposited in the designated bank account.

11.4.5 Procurer obligated to perform all duties mentioned in PPA and pay the termination fees, in case of Procurer Event of Default, on or before the last Day of Power Producer Termination Notice.

11.4.6 In situations where there is no transfer of asset based on the above clauses then the Power Producer should return the rooftop/project premises in the original condition existing before the start of this Project. This has to be undertaken at Power Producers cost without any liability to Procurer.

11.5 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 3.18.3, either Party shall have the right to cause termination of the PPA. In such an event, this PPA shall terminate on the date of such Termination Notice.

11.6 Termination on request of the Procurer

11.6.1 Procurer may, on giving at least 2 months written notice to the Project Developer with a copy marked to the Lenders, terminate the PPA only after the completion of 1 Operational Years. Following the issue of a "Default Notice", a Conciliation Period of [Sixty Dyas] (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 solar power developer / Procurer Event of Default having regard to all the circumstances.

However after the expiry of the default notice if both parties can't reach to an amicable solution,

In such case the Procurer shall pay to Power Producer a sum as per formula given hereunder:

Termination payment = Net Asset Value

Net Asset Value = Normative Project Cost X (1- (4% X No of Operational Years));

In such case the termination payment shall be deposited in the designated bank account.

The Parties shall promptly execute all documents necessary to cause title to the Project to pass to Procurer on the date of termination free and clear of all liens and assign all vendor warranties for the Project to the Procurer. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the agreement shall stand terminated and the Procurer shall become the owner of the Project. The transfer of Project will be without any encumbrances, no assignments.

Upon such termination, the Power Producer may offer' its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

11.6.2 Notwithstanding Terminations, both Power Producer and Procurer shall ensure full and final settlement of respective rights and obligations pursuant to terms and conditions of this NIT and Agreement/ PPA, so that neither would have to carry and bear the burden of the other's rights and obligations. Towards fulfilment of this provision, an affidavit on a non-judicial stamp paper shall have to be furnished by both Power Producer and Procurer to each other at the time of termination.

ARTICLE 12: LIABILITY AND INDEMNIFICATION

12.1 Indemnity

12.1.1 The Power Producer shall indemnify, defend and hold Procurer harmless against:

- a. any and all third party claims against Procurer 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 Power Producer of any of its obligations under this PPA; and
- b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of a breach by the Power Producer of any of its obligations under this PPA or violation of any labour law provisions or any of the representations or warranties of the Power Producer under this PPA being found to be inaccurate or untrue.
- c. Notwithstanding any liability or obligation that may arise under this PPA, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Procurer can claim compensation under any insurance policy, shall not be charged to or payable by the Procurer.

12.2 Procedure for claiming Indemnity

12.2.1 Third party claims

- a. Where the indemnified Party is entitled to indemnification from the indemnifying Party pursuant to Article 12.1.1a, the indemnified Party shall promptly notify the indemnifying Party of such claim referred to in to Article 12.1.1a 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 [Sixty Days] (60) Days of receipt of the above notice. However, if:
 - i. the Parties choose to refer the dispute before the Arbitrator in accordance with Article 15.3; and
 - ii. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute;
- b. 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.
- c. An indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against it by the indemnified Party.

12.3 Indemnifiable Losses

12.3.1 Where an indemnified Party is entitled to indemnifiable losses from the indemnifying Party pursuant to Article 12.1.1b, 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 [Sixty Days] (60) 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, such event shall constitute a payment default under ARTICLE 11:.

12.4 Limitation on Liability

12.4.1 Except as expressly provided in this PPA, neither the Power Producer 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 PPA, 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 PPA), 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, the Power Producer or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

12.4.2 Procurer shall have no recourse against any officer, director or shareholder of the Power Producer or any affiliate of the Power Producer or any of its officers, directors or shareholders for such claims excluded under this Article. The Power Producer shall have no recourse against any officer, director or shareholder of Procurer, or any affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

12.4.3 Notwithstanding anything to the contrary contained elsewhere in this PPA, the provisions of this ARTICLE 12: shall apply mutatis mutandis to any claim against Procurer under ARTICLE 12.

12.4.4 However, limitation mentioned herein shall not apply to the cost of repairing or replacing defective equipment by the Power Producer, or to any obligation of the P.P to indemnify the Procurer with respect to IPR or under any provision of the contract which expressly impose a greater liability or in case of fraud willfull misconduct illegal act.

12.5 Duty to Mitigate

12.5.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this ARTICLE 12:

ARTICLE 13: GENERAL COVENANTS

13.1 Power Producer's Covenants

13.1.1 The Power Producer covenants and agrees to the following:

- a) **Notice of Damage or Emergency:** The Power Producer shall (a) promptly notify Procurer if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project, (b) immediately notify Procurer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the Project or the Premises.
- b) **Project Condition:** The Power Producer shall take all actions reasonably necessary to ensure that the Project is capable of generation and delivery of solar energy at agreed rate as per PPA & NIT. Subject to there being no Procurer Default, the Power Producer shall provide 24X7 onsite / offsite monitoring and maintenance of the Project throughout the period of this PPA at no additional cost.
- c) **Consents and Approvals:** While providing the installation work, solar power and system operations, the Power Producer shall obtain and maintain and secure all Consents and Approvals required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations as required under PPA and NIT.
- d) **Interconnection:** The interconnection of the Project with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the competent authority. The interconnection of the Project shall be as per the contracted Load and/or respective voltage level applicable to the Procurer as per the provisions of the guidelines issued by the competent authority.
- e) **Health and Safety:** The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation work, solar energy, and system operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

13.2 Power Producer's Representatives

13.2.1 During the subsistence of this PPA, the Power Producer undertakes to respond to all questions, concerns and complaints of the Procurer regarding the Project in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this PPA for the period from Effective date till the COD:

Name: *[Insert Name of Power Producer's Representative]*

Telephone: *[Insert Telephone Number]*

E-mail: *[ABC@XYZ.IN]*

13.2.2 The Power Producer designates the following individual as its representative and primary point of contact pertaining to performance of this PPA following the COD till Expiry Date:

Name: *[Insert Name of the Procurer's Representative]* – Project Manager

Telephone: *[Insert Telephone Number]*

E-mail: [ABC@XYZ.IN]

13.3 Procurer's Covenants

13.3.1 Procurer covenants and agrees to the following:

- a) **Notice of Damage or Emergency:** Procurer shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the Project or the Premises.
- b) **Consents:** The Procurer shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives including those required for installation of Project at the Premises and to draw/ consume/ sell solar energy. However, it would be sole responsibility of Power Producer to obtain such approvals, permits, rebates or other financial incentives including those required for installation of Project at the Premises and to draw/ consume/ sell solar energy.
The Procurer should grant similar access/grants/licenses to the Lenders and Lenders Representative to enable them smooth access to the site for site inspection.
- c) **Access to Premises, Grant of Licenses:** Procurer hereby grants to the Power Producer for the installation, operation and maintenance of the Project pursuant to the terms of this PPA. Power Producer and its employees, agents, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring with the consent and approval of the Procurer's authorized representative identified by the Procurer. However, the premises on which the Project shall be set up shall throughout remain the property of the Procurer & no activity on the Premises or in relation to the project shall create any right/ownership /interest on the premises.
- d) **Security:** Procurer shall be responsible for maintaining the physical security of the Premises. Procurer will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Project.
- e) **Temporary storage space during installation or removal:** Procurer shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation work, Project operations or Project removal, and access for rigging and material handling.
- f) **Storage space during O &M period:** Procurer shall provide some space, if required, for keeping minimum tools and tackles compulsory for O &M activities, from the Initial Part Commissioning to Expiry Date. Also, if required, minimum necessary equipment's shall be kept at or near the Premises, with due permission from Procurer.
- g) **Sunlight Easements:** Procurer will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the

Project, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

- i. In the event that the Procurer fails to ensure adequate space for solar equipment to ensure that other structures within his premises do not partially or wholly shade any part of the Project and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then complete cost of shifting shall be borne by the Procurer. The costing would be as per latest Standard of Rates (SOR) published by concerned distribution utility for similar works;
- h) In the event that the Procurer fails to ensure adequate space for solar equipment to ensure that other structures outside his premises do not partially or wholly shade any part of the Project
- i) **Evacuation:** Procurer shall offtake 100% of the solar energy generated, as per PPA Capacity as agreed under this PPA, from the Delivery Point(s), and pay all invoices raised by the Power Producer under this PPA by the Due Date and pay interest on delayed payments, if any, as per this PPA.
- j) **Water:** Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. The raw water connection point may be provided by Procurer at site but water bill or charges against such connection shall be borne by Power Producer and to be mutually agreed between the Parties.

13.4 Procurer's Representatives

13.4.1 During the subsistence of this PPA, the Procurer undertakes to respond to all questions, concerns and complaints of the Power Producer regarding the Project in a prompt and efficient manner. The Procurer designates the following individual as its representative pertaining to performance of this PPA during the Term of PPA:

Name: *[Insert Name of Procurer's Representative]*

Telephone: *[Insert Telephone Number]*

E-mail: *[ABC@XYZ.IN]*

ARTICLE 14: ASSIGNMENTS AND CHARGES

14.1 Assignments

- 14.1.1 This PPA shall be binding upon, and inure to the benefit of the Parties and their respective successor and permitted assign. This PPA shall not be assigned by any Party other than by mutual consent between the Parties to be provided and evidenced in writing.
- 14.1.2 Provided that, respective successor or permitted assign shall meet eligibility criteria as per NIT and shall not be inferior, in any respect, to the concerned Party.
- 14.1.3 Provided that, Procurer shall permit assignment of any of Power Producer's rights and obligations under this PPA in favour of lenders of the Power Producer, if required under the Financing agreement.
- 14.1.4 Provided that, such consent shall not be withheld if Procurer seeks to transfer to any transferee all of its rights and obligations under this PPA.
- 14.1.5 Provided further that any successor or permitted assign identified after mutual PPA between the Parties may be required to execute a new PPA on the same terms and conditions as are included in this PPA.

14.2 Permitted Charges

- 14.2.1 Power Producer shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this PPA, other than as set forth in ARTICLE 14:

ARTICLE 15: GOVERNING LAW AND DISPUTE RESOLUTION

15.1. SETTLEMENT OF DISPUTE

- 15.1.1 If any dispute or difference of any kind whatsoever shall arise between BHEL and the Power Producer, 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.
- 15.1.2 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 15.1.

15.2. CONCILIATION:

- 15.2.1. 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.

15.3. ARBITRATION:

- 15.3.1. 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 15.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may,

refer the disputes to Arbitral Institution “**Arbitration & Conciliation Centre, Bengaluru (Domestic & International)**” and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012**.

- 15.3.2. 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.
- 15.3.3. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the “**Arbitration & Conciliation Centre, Bengaluru (Domestic & International)**” and that dispute shall be adjudicated in accordance with their respective Arbitration Rules **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012**. 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.
- 15.3.4. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 15.3.5. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.
- 15.3.6. 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 Bengaluru, Karnataka only.
- 15.3.7. 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.
- 15.3.8. 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.
- 15.3.9. 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.

15.3.10. 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 15.9. 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.

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

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

15.4. JURISDICTION:

This contract shall be governed by the Law for the time being in force in the Republic of India. Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract. In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Bengaluru, Karnataka only shall have the Jurisdiction.

ARTICLE 16: REPRESENTATIONS & WARRANTIES

16.1 Representations and Warranties of Procurer

- 16.1.1 Procurer hereby represents and warrants to and agrees with the Power Producer as follows and acknowledges and confirms that the Power Producer is relying on such representations and warranties in connection with the transactions described in this PPA:
- 16.1.2 Procurer has all requisite powers authorising and has been duly authorised to execute and consummate this PPA;
- 16.1.3 This PPA is enforceable against Procurer in accordance with its terms;
- 16.1.4 The consummation of the transactions contemplated by this PPA on the part of Procurer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which Procurer is a party or to which Procurer is bound, which violation, default or power has not been waived;
- 16.1.5 Procurer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against Procurer;
- 16.1.6 There are no actions, suits, claims, proceedings or investigations pending or, to the best of Procurer's knowledge, threatened in writing against Procurer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this PPA.
- 16.1.7 Procurer makes all the representations and warranties above to be valid as on the date of this PPA.

16.2 Representations and Warranties of the Power Producer

- 16.2.1 The Power Producer hereby represents and warrants to and agrees with Procurer as follows and acknowledges and confirms that Procurer is relying on such representations and warranties in connection with the transactions described in this PPA.
- 16.2.2 The Power Producer has all requisite power authorising and has been duly authorised to execute and consummate this PPA;
- 16.2.3 This PPA is enforceable against the Power Producer in accordance with its terms;
- 16.2.4 The consummation of the transactions contemplated by this PPA on the part of the Power Producer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which the Power Producer is a party or to which the Power Producer is bound which violation, default or power has not been waived;
- 16.2.5 The Power Producer is not insolvent and no insolvency proceedings have been instituted, or not threatened or pending by or against the Power Producer;

- 16.2.6 There are no actions, suits, claims, proceedings or investigations pending or, to the best of Power Producer's knowledge, threatened in writing against the Power Producer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this PPA.
- 16.2.7 The Power Producer makes all the representations and warranties above to be valid as on the date of this PPA.

Draft PPA

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This PPA may only be amended or supplemented by a written PPA between the Parties or their successor and permitted assign and after duly obtaining the approval of the Appropriate authority, if necessary and relevant.

17.2 Third Party Beneficiaries

17.2.1 This PPA 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 PPA.

17.3 Industry Standard

17.3.1 Except as otherwise set forth herein, for the purpose of the PPA the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonably and timely. Unless expressly defined herein, words having well-known technical or trade meaning or under popular market practice at the time of execution of PPA or meaning under Law shall be so construed.

17.4 Waiver

17.4.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this PPA shall be effective unless in writing duly executed by an authorised representative of such Party.

17.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this PPA 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 PPA, which shall remain in full force and effect.

17.5 Entirety

17.5.1 This PPA and the Schedules/ Annexures are intended by the Parties as the final expression of their PPA and are intended also as a complete and exclusive statement of the terms of their PPA.

17.5.2 Except as provided in this PPA, all prior written or oral understandings, offers or other communications of every kind pertaining to this PPA or the sale or purchase of solar energy under this PPA to Procurer by the Power Producer shall stand superseded and abrogated.

17.6 Confidentiality

17.6.1 The Power Producer undertake to hold in confidence this PPA 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.
- d) without the prior written consent of the other Party.

17.6.2 Provided that the Power Producer agrees and acknowledges that Procurer may at any time, disclose the terms and conditions of the PPA and the Project Documents to any person, to the extent stipulated under the Law.

17.7 Affirmation

17.7.1 The Power Producer and Procurer, each affirm that:

- a) neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
- b) it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this PPA, and the Power Producer and Procurer hereby undertake not to engage in any similar acts during the Term of PPA.

17.8 Severability

17.8.1 The invalidity or unenforceability, for any reason, of any part of this PPA shall not prejudice or affect the validity or enforceability of the remainder of this PPA, unless the part held invalid or unenforceable is fundamental to this PPA or remainder of this PPA.

17.9 No Partnership

17.9.1 None of the provisions of this PPA shall constitute a partnership or agency or any such similar relationship between the Power Producer and Procurer.

17.10 Notices

17.10.1 All notices or other communications which are required to be given under this PPA shall be in writing and in the English language.

17.10.2 If to the Power Producer, 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 address(es) below:

Address : *[Insert address of the registered office of Power Producer]*

Attention : *[Insert Name of Power Producer's Representative]*

Email : *[ABC@XYZ.IN]*

Fax. No. : *[Insert Fax Number]*

Telephone No. : *[Insert Telephone Number]*

17.10.3 If to Procurer, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address : *[Insert address of the registered office of Procurer]*

Attention : *[Insert Name of Procurer's Representative]*

Email : *[ABC@XYZ.IN]*

Fax. No. : *[Insert Fax Number]*

Telephone No. : *[Insert Telephone Number]*

17.10.4 All notices or communications given by e-mail or facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate 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.

17.10.5 Any Party may by notice of at least [*Thirty Days*] (30) 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.

17.11 Language

17.11.1 All correspondence and communications between the Parties relating to this PPA and all other documentation to be prepared and supplied under the PPA shall be written in English, and the PPA shall be construed and interpreted in accordance with English language convention and practice.

17.11.2 If any of the correspondence, communications or documents is prepared in any language other than English, the English translation of such correspondence, communications or documents shall prevail in matters of interpretation.

17.12 Breach of Obligations

17.12.1 The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries as per Law. The Parties further acknowledge that the amount of the Liquidated Damages or the method of calculating the Liquidated Damages specified in this PPA is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this PPA.

17.13 Nomination Restriction

17.13.1 Notwithstanding anything contained to the contrary in this PPA, wherever a reference is made to the right of a Procurer to nominate a third Party to receive benefits under this PPA, such third party shall have a financial standing comparable to that of Procurer.

17.14 Commercial Acts

17.14.1 Procurer and Power Producer unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this PPA to which it is a Party constitute private and commercial acts rather than public or governmental acts.

17.15 Restriction of Shareholders / Owners' Liability

17.15.1 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 PPA. Further, the financial liabilities of the shareholder/s of each Party to this PPA, in such Party, shall be restricted to the extent provided in Section 426 of the Indian Companies Act, 1956 as amended or replaced.

17.15.2 The provisions of this Article 17.15 shall supersede any other prior PPA or understanding, whether oral or written, that may be existing between Procurer, Power Producer, shareholders/ owners of the Power Producer or shareholders/ owners of Procurer before the date of this PPA, regarding the subject matter of this PPA.

17.16 No Consequential or Indirect Losses

17.16.1 The liability of the Procurer shall be limited to that explicitly provided in this PPA. Provided that notwithstanding anything contained in this PPA, under no event shall Procurer or the Power Producer claim from one another any indirect or consequential losses or damages.

17.17 Independent Entity

17.17.1 The Power Producer shall be an independent entity performing its obligations pursuant to the PPA or/ and NIT.

17.17.2 Subject to the provisions of the PPA or/ and NIT, the Power Producer shall be solely responsible for the manner in which its obligations under this PPA or/ and NIT are to be performed. All employees and representatives of the Power Producer or contractors engaged by the Power Producer in connection with the performance of the PPA or/ and NIT shall be under the complete control of the Power Producer and shall not be deemed to be employees, representatives, contractors of Procurer and nothing contained in the PPA or/ and NIT or in any PPA or contract awarded by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and Procurer.

17.18 Taxes and Duties

17.18.1 The Power Producer shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Power Producer, contractors or their employees, which are required to be paid by the Power Producer as per the Law in relation to the execution of the PPA or/ and NIT and for generation/ supply/ sale of solar energy as per the terms of this PPA or/ and NIT.

17.18.2 Procurer shall be indemnified and held harmless by the Power Producer against any claims that may be made against Procurer in relation to the matters set out in Article 17.18.1. Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Power Producer by Procurer on behalf of Power Producer.

17.18.3 The tariff specified in this PPA is inclusive of all taxes and duties etc.,

17.19 Compliance with Law

17.19.1 Despite anything contained in this PPA but without prejudice to this Article, if any provision of this PPA shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under or under any applicable laws such provision of this PPA 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.

IN WITNESS WHEREOF the Parties have caused the PPA to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of

For and on behalf of

[Insert Name of the Procurer]

Name: *[Insert Name of Procurer's Representative]*

Designation: *[Insert Designation of Procurer's Representative]*

Address: *[Insert address of the registered office of Procurer]*

Signature with seal

Witness:

- 1.
- 2.

[Insert Name of the Power Producer]

Name: *[Insert Name of Power Producer's Representative]*

Designation: *[Insert Designation of Procurer's Representative]*

Address: *[Insert address of the registered office of Power Producer]*

Signature with seal

Witness:

- 1.
- 2.

ARTICLE 18: FULFILMENT CERTIFICATE

This is to certify that, Power Producer has installed a 1130 KWp PPA Capacity of Project on the Premise of the Procurer in accordance with NIT No. [[Insert NIT no.] and executed PPA dated [Insert Date of Agreement]. The key features of the PPA Capacity is as follows:

S. No	Parameter	Description
1.	System Size Installed	_____ kWp
2.	Expected Annual Energy Generation	
3.	Module Type	No. of Module installed: Module Supplier Name: Capacity (kWp):
4.	Inverter Type & Rating	No. of Inverter: Supplier Name: Capacity (kW or kVA)
5.	Combiner Box	Number: Supplier:
6.	Electrical Parameter for interconnection	
7.	Mounting type	
8.	Surface Azimuth Angle	
9.	Tilt Angle	
10.	Wind Resistance	
11.	Remote Monitoring System	
12.	Net Metering, if required for that part of capacity	
13.	Sign Board	
14.	Danger Board	
15.	Internal wiring upto use points, if required	
16.	Any additional work done, please specify	

The Power Producer shall provide a Remote Monitoring System (RMS) to BHEL/ Procurer as prescribed in NIT and/or PPA.

ARTICLE 19: FORMAT OF THE PERFORMANCE BANK GUARANTEE- REFER NIT FORMAT

ARTICLE 20: COMMISSIONING PROCEDURE

Capacity of Solar PV Projects:

(i) Maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*
1	1130 KWp	1130 KWp	1000 KW

* In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power 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 is allowed.
- (iii) For commissioning of the Project, AC Capacity of 1000 KW at the delivery point shall be considered.
- (iv) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

20.1 COMMISSIONING PROCEDURE

- (i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per NIT document.
- (ii) SPDs shall give to the concerned DISCOM, RLDC/SLDC, State Nodal Agency (SNA) and BHEL Bengaluru 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 and STU/ CTU/ DISCOM has provided inter-connection with the Grid before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to BHEL Bengaluru:

The SPD will have to submit following documents (duly signed and stamped by authorized signatory) well in advance, prior to the scheduled commissioning date:

- (i) Covering Letter
- (ii) Board resolution for authorized signatory.
- (iii) 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 on BHEL Bengaluru CPM portal).
- (iv) All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc..
- (v) Installation report duly signed by the authorized signatory .
- (vi) Plant Layout clearly mentioning the details of rows and number of modules in each row.
- (vii) Electrical inspector report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate. .
- (viii) SPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM. Connectivity report .
- (ix) Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid.
- (x) Consent to Operate
- (xi) 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.
- (xii) Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
- (xiii) Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
- (xiv) After the submission of the documents by SPD, BHEL Bengaluru shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by BHEL Bengaluru, the same have to be submitted by the SPD.

- (xv) Only after all the required documents are verified by BHEL Bengaluru, the SPD shall have to submit/update on the portal the proposed commissioning date along with commissioning order issued by BESCOM, State Nodal Agency or BHEL Bengaluru.
- (xvi) After the proposed commissioning date along with commissioning order is submitted, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the bidder. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
- (xvii) SPD shall have to submit the as-built drawing after the commissioning prior to the COD.
- (xviii) SPD shall have to provide the login details/ SCADA login to BHEL Bengaluru for online real time data prior to COD.
- (xix) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by BHEL Bengaluru. In order to facilitate this, SPDs shall inform the concerned RLDC/SLDC and BHEL Bengaluru 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 60 days prior to the proposed commissioning date.
- (xx) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
- (xxi) Solar power developers would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning. 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.

20.2 INSTALLATION REPORT

(To be provided by SPD and to be submitted at least 10 days prior to commissioning date which shall be verified by Commissioning Committee)

S. No	Capacity of the Project (KW)	
	Capacity already commissioned (KW)	
	Capacity proposed to be commissioned (KW)	
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	

20.3 COMMISSIONING CERTIFICATE OF SOLAR PV POWER 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 Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

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

NB: To be issued by as mentioned in the NIT.

20.4 COMMISSIONING CERTIFICATE OF SOLAR PV POWER 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 Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

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

NB: To be issued by as mentioned in the NIT.

ARTICLE 21: YEAR-WISE MINIMUM DC CUF TO BE MAINTAINED BY THE SPD FOR EACH YEAR:

a) Following are the parameters considered for estimating 1st year CUF.

Horizontal global irradiation 'kWh/Sq.mtr' Yearly	2039
---	------

Year-wise minimum CUF values are:

Year	DC CUF (%)
End of Year 1	16.83%
Year 2	16.71%
Year 3	16.60%
Year 4	16.48%
Year 5	16.36%
Year 6	16.25%
Year 7	16.14%
Year 8	16.02%
Year 9	15.91%
Year 10	15.80%
Year 11	15.69%
Year 12	15.58%
Year 13	15.47%
Year 14	15.36%
Year 15	15.25%
Year 16	15.15%
Year 17	15.04%
Year 18	14.94%
Year 19	14.83%
Year 20	14.73%
Year 21	14.62%
Year 22	14.52%
Year 23	14.42%
Year 24	14.32%
Year 25	14.22%

ARTICLE 22: STATUTORY REQUIREMENTS

1. The tenderer will be required to comply with all the statutory provisions such as Bonus, if applicable any, (% as prevailing in BHEL SBD , Bengaluru) if applicable, PF (12%), EDLI (Employees' Deposit Linked Insurance Scheme) (0.5%), ESI, Gratuity, GST whichever is applicable as per norms and other applicable taxes, Karnataka State Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, Karnataka Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same shall be submitted as and when required to be produced.
2. The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and und and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, if applicable, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 State Govt. Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the Factories Act
3. The bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws mentioned in clause 7.2, or any omission or commission or inability on the part of the Bidder or his representative.
4. The bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required
5. The bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred despite other legal action
6. The bidder shall have to follow the provisions of Payment of Bonus Act 1965, if applicable and Rules 1975, and is liable to pay Bonus to his workers.
7. The bidder will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL SBD, Bengaluru direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act
8. Price Variation Clauses (PVC) are not applicable vis-à-vis payments to labour are concerned.
9. Over-run Compensation Clauses are not applicable.



SECTION VII



GENERAL CONDITIONS OF CONTRACT

**SOLAR BUSINESS DIVISION
BHARAT HEAVY ELECTRICALS LIMITED**
(A Govt. of India Undertaking)
PROF. CNR RAO CIRCLE, IISc POST
MALLESHWARAM
BENGALURU - 560012



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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages

ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.

iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present



1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. **LANGUAGE**

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 **PRICE DISCREPANCY:**

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.



vi) *In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.*

1.4.2 Reverse Auction: *In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.*

i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered. ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/ Commissions of Govt of India shall not be considered.

1.5. 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, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation

ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

1.6. DATA TO BE ENCLOSED

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.



iii) *IN CASE OF INDIVIDUAL TENDERER:*

His / her full name, address, PAN, GSTIN and place & nature of business to be furnished. iv)

IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.

v) *IN CASE OF COMPANIES:*

Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.7. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorised/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.8. EARNEST MONEY DEPOSIT

1.8.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect/RTGS (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

1.8.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means.*

1.8.3 EMD shall not carry any interest.



1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.8.5 EMD of successful tenderer will be converted as part of Security Deposit

1.9. **SECURITY DEPOSIT**

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest "

The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.9.1 Modes of Security deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

1.9.2 The Security Deposit shall not carry any interest.



1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.10. **REFUND OF SECURITY DEPOSIT**

50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.

1.10.1 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.

1.11. **BANK GUARANTEES**

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. ii) The Bank Guarantees shall be as per prescribed BHEL formats.

iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL



- v) *In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.*
- vi) *Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.*
- vii) *The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*

1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.*
- b. To split up the work amongst two or more tenderers as per NIT*
- c. To award the work in part if specified in NIT*
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.*



1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job. The decision of BHEL will be final in this regard.

1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited



discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.15 BHEL Fraud Prevention Policy:

The 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. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

CHAPTER-2

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) "EXECUTIVE DIRECTOR" or 'GROUP GENERAL MANAGER' or "GENERAL MANAGER (Incharge)" or "GENERAL MANAGER" shall mean the Officer in SOLAR BUSINESS DIVISION, Prof. CNR Rao Circle, IISc Post, Malleshwaram, BENGALURU - 560012
- iii) "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.
- iv) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers



- v) *"SITE" shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.*
- vi) *"CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.*
- vii) *"CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.*
- viii) *"CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.*
- ix) *"GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.*
- x) *"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum's, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.*
- xi) *"LETTER OF INTENT" shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.*
- xii) *"COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.*
- xiii) *"PLANT" shall mean and connote the entire assembly of the plant and equipment's covered by the contract.*



- xiv) *"EQUIPMENT" shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.*
- xv) *"TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.*
- xvi) *"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.*
- xvii) *"WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.*
- xviii) *"SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.*
- xix) *"HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.*
- xx) *"MONTH" shall mean calendar month unless otherwise specified in the Tender.*
- xxi) *Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A week shall mean continuous period of seven (7) days.*
- xxii) *"COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.*
- xxiii) *"WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.*
- xxiv) *"TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.*
- xxv) *'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum including applicable taxes mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained*



xxvi) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender

xxvii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor

xxviii) "TERMINATION" of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bengaluru, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract

2.3 ISSUE OF NOTICE

2.3.1 Service of notice on contractor: Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post/ FAX / Email 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 posting or leaving of the notice 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.

2.3.2 Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.4.1 STORES AND MATERIALS:

The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.



The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

Contractor is responsible for safe & secure storage of above material.

2.4.2 PATENT RIGHTS:

The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.

In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.

2.4.3 WATER:

The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.

In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.



2.4.4 TEMPORARY WORKSHOPS, STORES ETC.:

The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-incharge.

2.5 COMMENCEMENT OF WORK

2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.

2.5.2 The contractor shall commence the work within seven (07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.

2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

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

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.

2.6.2 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.

2.6.3 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.

2.6.4 Based on the above quantities, contractor shall prepare the bills 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.

2.6.5 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.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

2.6.8 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.

2.6.9 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.

2.6.10 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.

2.6.11 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. Contractor shall give unqualified "No Claim" Certificate. 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.



2.7 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.

2.7.1 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 suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of: -

i) Contractor's continued poor progress

ii) Withdrawal from or abandonment of the work before completion of the work iii)

Contractor's inability to progress the work for completion as stipulated in the contract

iv) Poor quality of work

v) Corrupt act of Contractor

vi) Insolvency of the Contractor

vii) Persistent disregard to the instructions of BHEL

viii) Assignment, transfer, sub-letting of contract without BHEL's written permission

ix) Non fulfilment of any contractual obligations / non-compliance of statutory requirements

x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under SI.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.7.4 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, as per mutual agreement.



2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. BHEL shall levy overheads of 35% on all such payments.

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

2.7.7 In case the execution of works 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 two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. 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 as mutually agreed, shall however be reduced from the final contract value.

2.7.9 LIQUIDATED DAMAGES/PENALTY

COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:



- Completion period (as originally stipulated) not exceeding 6 months.@ 1 percent per week
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week
- Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- Completion period (as originally stipulated) not exceeding 6 months.@ 10 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 2 years.....@ 5 percent of anticipated value of work

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill

2.8 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:

2.8.1 *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.*

2.8.2 *The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 1974, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as*



issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

The contractor shall produce the following registers and forms:

- Form XIII- Register of work men employed by contractor(Rule 75)
- Form XIV- Employment Card issued by contractor(Rule 76)
- Form XVI- Muster Roll (Rule 78(1) (a)(i))
- Form XVII- Register of Wages (Rule 78(1) (a)(i))
- Form XVIII- Register of wages cum Muster Roll(in case of weekly payment)
- Form XIX- Wage slip (Rule 78(b))
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))
- Form XXI- Register of files Rule 78(1) (a)(ii))
- Form XXII- Register of Advance Rule 78(1) (a)(ii)) x Form XXIII- Register of Overtime Rule 78(1) (a)(iii))
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))

2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer

2.8.4 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.

2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will 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.

2.8.6 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.

2.8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.



2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.10 All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.

2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/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

2.8.12 Any delay in completion of works/or non-achievement of periodical targets 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.

2.8.13 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.14 All safety rules and codes applied by the Client/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. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.



2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. 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 record purpose.

2.8.16 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.

2.8.17 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.

2.8.18 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 Client whichever is earlier.

2.8.19 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

2.8.20 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. If the work is executed in Factory premises, no hutment will be allowed.

2.8.21 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.

2.8.22 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 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 will reserve the right to recover the loss from the contractor.



2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools, plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 SITE DRAINAGE: All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineering-charge and at Contractors expense.

2.8.25 INSPECTION OF THE WORK: BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 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

- i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:
- ii. Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess (plus or minus) iii. If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.

2.9 PROGRESS MONITORING, MONTHLY/ WEEKLY REVIEW AND PERFORMANCE EVALUATION

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

2.9.2 Monthly/ weekly 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. 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.

2.9.3 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

2.10 TIME OF COMPLETION

2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program



2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to 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 attributable to contractor and recoverable from the dues payable to the contractor.

2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)

2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.

2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.

2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.12.4 Payment of ORC shall be regulated as follows:

- i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.
- ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein
- iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities
- iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose, executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis

2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned



2.13 QUANTITY VARIATION

2.13.1 *The quoted rates shall remain firm irrespective of any variations in the individual quantities.*

2.14 EXTRA WORKS

2.14.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.14.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.14.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.14.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.14.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour manhour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/modification/fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be as per applicable minimum wage act

2.14.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.



2.14.7 Extra Works for Civil Packages shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

ii) PVC and ORC will not applicable be for (i) above.

2.15 **SUPPLEMENTARY ITEMS**

2.15.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

i) Based on percentage breakup/rates indicated for similar/nearby items

ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work

2.15.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14



- ii) *Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13*
- iii) *BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.* iv) *PVC and ORC will not be applicable for (i) above.*

2.16 STRIKES & LOCKOUT

2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%

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

2.17 FORCE MAJEURE

The following shall amount to Force Majeure: -

2.17.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.17.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.18 ARBITRATION & RECONCILIATION

2.18.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory



modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

2.18.2 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 the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.18.3 The cost of arbitration shall be borne equally by the parties.

2.18.4 Work under the contract shall be continued during the arbitration proceedings

2.19 PAYMENTS

Payments to Contractors are made in any one of the following forms

2.19.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).*
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.*
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract*
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for*



the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

2.19.2 Final Bill

'Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.

2.20.2 BHEL shall release the balance security deposit subject to the following

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format



v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

2.21 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

2.22 REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

2.23 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.

2.24 OTHER ISSUES

2.24.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.

2.24.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.24.3 Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.

2.24.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts



GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

ABRIDGED VERSION

BHEL, New Delhi

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the

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- participating bidders before RA event.
 - (4) Conduct the event as per the contract and business rules.
 - (5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
 - (6) To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
 - a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

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- 10.8 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on **{date}**: **{start time}**: **{Close Time}**: **}**.

3. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

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for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per Unit of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

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7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

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- 12.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the

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Annexure – I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.