

MEMORANDUM OF UNDERSTANDING TO ENTER INTO PRE-BID TIE-UP FOR DESIGN,
SUPPLY AND ASSEMBLY OF FLOATING SYSTEM AND ASSOCIATED ANCHORING &
MOORING FOR 234 MW(AC) GRID TIED FLOATING SOLAR PV (FSPV) PLANT ON DVC'S
MAITHON DAM RESERVOIR AT MAITHON IN THE STATE OF JHARKHAND

BETWEEN

M/S. BHEL, SOLAR BUSINESS DIVISION, BANGALORE - 560012 (Party I)

&

..... (Party II)

- 1.1 This MOU is signed to enter into Pre-Bid Tie-up for Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring for 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC's Maithon Dam Reservoir at Maithon in the state of Jharkhand as per the agreed specifications & commercial terms & conditions.
- 1.2 The various aspects covered in this MOU are as follows & it is agreed to follow the same without any deviation.
- 1.2.1 Commercial Requirements as per GCC R0 & SCC R0.
 - 1.2.2 Technical Specifications
 - 1.2.3 Price Bids
 - 1.2.4 Price Negotiations thereto
- 1.3 The party II agrees to take no deviation in submitting the offer, other than deviations agreed by BHEL with or without %age of cost of withdrawal as agreed.

VENDOR'S SIGNATURE WITH SEAL

BHEL SBD

- 1.4 Same cost of withdrawal will be loaded in quote at the time of evaluation of price, however bidder can withdraw such deviation in offer at the time of tender.
- 1.5 If any deviation is taken in the technical, commercial & quality points in the offer submitted by party II, the offer will be rejected straight away. Any request for revaluation will not be entertained.
- 1.6 If BHEL has any other requirement/deviation from the MOU, it shall be clearly given in the tender during Techno-commercial evaluation itself. Confirmation for that requirement/deviation alone is to be given by the bidder. All other terms & conditions shall be as per the tender. Such deviations/requirements, if any, shall pertain to that tender alone and MOU shall be followed for all other terms unless otherwise specified.
- 1.7 This MOU shall be valid from _____.
- 1.8 Within 30 days of signing the MOU, 1% of the value of MOU shall be submitted in the form of Bank guarantee or Security deposit during the validity period of MOU
- 1.9 Price basis for MOU: As this is tender is for Pre-bid Tie up with BHEL, in event of price reduction during negotiation with Customer, corresponding reduction will be passed on to BHEL's vendor.
- 1.10 The MOU shall stand valid for SIX (06) months from the date of finalization of the MOU. The MOU validity may be extended even after the initial period of SIX (06) months if required by BHEL, with the consent of party II. However, in case any change is required; the MOU may be amended before the expiry of the validity with mutual consent.