

Request for Proposal (RFP)

Engagement of a consulting firm for Preparation of Detailed Project Report (DPR) for Manufacturing in solar PV value chain

RFP Ref no.: BHEL/AA/CSM/EmTech/73 dt 18th March, 2021

Pre-bid meeting: 25th March, 2021

Bid-submission date: 9th April, 2021



**Corporate Strategic Management
BHARAT HEAVY ELECTRICALS LIMITED
New Delhi, India**

[Handwritten signature]
18/03/21
Bharat Heavy Electricals Limited
New Delhi

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1 INVITATION FOR BID

Dear Sir/Madam,

Sub: Engagement of a consulting firm for preparation of Detailed Project Report (DPR) for manufacturing solar PV value chain

Bharat Heavy Electricals Limited (BHEL) is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors. BHEL manufactures a wide range of products and systems and offers services for the core sectors of the economy viz. power, transmission, transportation, renewables, water, defence & aerospace, oil & gas, and industry.

To support the AatmaNirbhar Bharat campaign of the government, it is imperative that the dependence on imports be reduced. Solar PV value chain holds substantial indigenization potential especially in upstream as there is no domestic polysilicon and wafer manufacturing capacity and minimal cell manufacturing capacity. Against this background, BHEL is exploring opportunities in manufacturing in solar PV value chain.

With this objective, BHEL intends to appoint a consulting firm with a proven track record and requisite competence to prepare a Detailed Project Report (DPR) for the same.

BHEL hereby invites bids from reputed consultancy firms for the subject work under a two-part bid system based on terms and conditions specified in this Request for Proposal (RFP) document. This work will be carried out within **eight (8) weeks** from the date of award of contract as per the scope of work mentioned in Cl. 3 of this RFP.

The selection of the consulting firm for this project will be done under Quality and Cost Based Selection (QCBS) method as described in this RFP document. Following salient points relevant to the RFP may please be noted:

1	RFP No	BHEL/AA/CSM/EmTech/73 dt 18 th March, 2021
2	Name of Work	Engagement of a consulting firm for preparation of Detailed Project Report (DPR) for manufacturing solar PV value chain
3	Document Fee	NIL
4	EMD money deposit	NIL
5	Availability of RFP document	https://www.bhel.com https://eprocure.gov.in/ henceforth referred as 'Tender Portal'
6	Submission for suggestion/ query	24 th March, 2021
6	Pre-bid Meeting	25 th March, 2021 during 1400-1700 hrs IST at Corp Office, BHEL House, Siri Fort, New Delhi or, as informed on tender portal



7	Due date for submission	On or before 9 th April, 2021 1600 hrs IST
8	Date & time of opening of Part-A - unpriced Bid	9 th April, 2021 1630 hrs IST at BHEL House, Siri Fort, New Delhi or, as informed on tender portal
9	Date & time of opening of Part-B- Price bid	Date and time will be intimated to techno-commercially acceptable bidders in due course.
10	Contact person	Sanghamitra B. Jayant, Sr. Manager (Corp. Strategic Management) Tel: +91 11 6633 7452; email: sanghamitra@bhel.in

1.1 BID SUBMISSION GUIDELINES

The bidders shall submit their bids either in the 'Tender Box' placed at reception of the Corporate Office, BHEL House, Siri Fort, New Delhi-110049 or send the same by pre-paid registered post or by recognized courier so that they are received on/before 9th April, 2021 1600 hrs IST. In exceptional cases, where due to bulky size of the bid documents and it is not possible to drop the bids in the tender box, the bid documents may be handed over to the undersigned. The bids shall be submitted in two parts as below.

- Part-A: Technical & Commercial bid (one original and two copies) containing
 - All technical and commercial details other than price
 - Unpriced 'Price schedule' as per Annexure-7
 - Signed RFP document including terms & conditions, amendments/ clarifications/ corrigendum etc. without any deviation
- Part-B: Price bid (only original) containing only price schedule as per Annexure-18

Both Part-A and Part-B shall be submitted in separate sealed envelopes. The envelopes should be marked as Part-A & Part-B indicating RFP ref no., subject, submission date, name & address of the bidder. Both the envelopes shall be kept in one sealed envelope and this envelope should also be superscripted with "Engagement of a consulting firm for preparation of Detailed Project Report (DPR) for manufacturing solar PV value chain" along with RFP ref no., submission date, name & address of the bidder. BHEL will not be responsible for the cost incurred in preparation and submission of the bids.

This Invitation for bid is an integral and inseparable part of the enclosed document.

Sanghamitra B. Jayant
Senior Manager (Corp. Strategic Management)





2 INSTRUCTIONS TO BIDDERS

2.1 Request for Proposal document (RFP)

The complete RFP document has been uploaded on the tender portal. The bidder is expected to download and examine the complete RFP document, including all instructions, specifications, conditions, scope and other requirements given in the document. The RFP document together with all its attachments thereto shall be considered to be read, understood and accepted by the bidders as one document. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the RFP will be hosted on tender portal only. Bidders should regularly visit this portal to keep themselves updated.

2.2 Amendment of RFP document

At any time prior to the bid submission date, BHEL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document and host such Clarification/ Addendum/ Corrigendum on the tender portal as deemed necessary. Bidders have to take into account all such Clarification/ Addendum/ Corrigendum before submitting their bid.

2.3 Pre-bid meeting

The pre-bid meetings for clarifying any doubts with respect to the RFP document will be held in BHEL office, Siri fort Road, New Delhi-110049. The bidders may send their authorized representatives to attend the same.

Bidders are requested to submit their queries (Annexure-5) on the RFP if any, latest by 11:00 AM (IST) one working day prior to the day of pre-bid meeting. No further opportunity after pre-bid meeting will be granted to seek clarifications.

BHEL's responses to the queries/clarifications etc. and/or minutes of the pre-bid meeting shall also form part of this RFP document and will be hosted on the tender portal without disclosing source of the query. No further queries shall be entertained until and unless decided by BHEL and all decisions taken by BHEL after pre-bid meeting shall be binding on all the bidders.

2.4 Language

All correspondence and documents relating to the bid exchanged between the bidder and BHEL shall be in the English language, except that any printed literature may be allowed in another language, provided it is accompanied by an English translation which





shall be used for the purpose of bid interpretation. The bidder shall quote the rates in English language and international numerals.

2.5 Legible and correct entries

All entries in the RFP shall either be typed or written legibly in ink. The bid should be free from correction, overwriting, correction fluid, etc. Any interlineation, cutting, erasure or, overwriting shall be valid only if they are attested under full signature/s of person/s signing the bid, otherwise the bid shall be liable for rejection.

2.6 Bid currencies

Bidders shall submit their price bid, Part-B only in Indian Rupees.

2.7 Foreign currency conversion rates

In case turnover and/or any other credentials are in foreign currencies, the same will be converted to INR based on TT Selling Rate of SBI prevailing on the date of opening of Part-A of bid. In case of the day being a bank holiday, then rate on previous bank (SBI) working day shall be considered.

2.8 Signing of the bids

Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BHEL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFP document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory. The authorization to sign the document must be confirmed by a written power of attorney accompanying the bid (Part-A) as per Annexure-4.

2.9 Submission of bids

The bids shall be submitted in two parts as below.

Part-A: Technical & Commercial bid – (one original and two copies) containing:

- All technical and commercial details other than price including documents and formats as per the Part-A checklist (Annexure-1);
- Unpriced price schedule as per Annexure-7;
- Signed RFP and other related documents.



Part-B: Price bid (only original) containing only price including documents and formats as per the Part-B checklist (Annexure-1)

- a. To be submitted strictly in line with the 'Price Schedule' (Annexure-18)
- b. No conditions whatsoever shall be given in this Part
- c. Bidder shall not omit or leave blank against any item in the price schedule. In such a case, bids are liable for rejection.

2.10 Sealing & marking of envelopes

Both Part-A and Part-B should be submitted in separate sealed envelopes. The envelopes should be marked as Part-A & Part-B indicating RFP ref no., bid subject, bid submission & opening date, name and address of the bidder. Both the envelopes shall be kept in one sealed envelope and this envelope should be superscripted with "Engagement of a consulting firm for preparation of Detailed Project Report (DPR) for manufacturing solar PV value chain" along with RFP ref no., bid submission & opening date, name and address of the bidder.

2.11 Due date

Bids must be submitted on or before 9th April, 2021 1600 hrs IST or extended date/time if any. BHEL shall not be responsible for receipt of bids after the due date and time of submission. Bids received after the specified time of their submission shall be treated as 'Late' and shall not be considered under any circumstances. BHEL, at its discretion, may extend the bid submission date. Information related to the same shall be hosted on the tender portal.

2.12 Modification and withdrawal of bids

The bidder may withdraw or modify its bid after its submission but before the due date and time for submission as given in RFP document or extended timelines if any.

This is a zero-deviation RFP document. Bidders have to submit a No Deviation Certificate (Annexure-6). Deviation with respect to RFP terms & conditions/suggestions in technical bid/ price bid shall not be considered by BHEL. However, BHEL is open to suggestions in the larger interest of meeting the objective of the RFP, but on/before the pre-bid meeting.

2.13 Opening of bids

The technical & commercial bid (PART-A) shall be opened on 9th April, 2021 1630 hrs IST at Corporate Office, BHEL House, Siri Fort, New Delhi 110049, in the presence of





authorized representatives of the bidders, who may like to be present. Representatives of the bidders who are present shall sign a register evidencing their presence.

2.14 Opening of price bids

Price bids of bidders submitting responsive bids and who meet the pre-qualifying criteria and secure more than 70% of the marks in the technical bid will only be opened. All the techno-commercially acceptable bidders shall be informed of the date, time and venue of opening of the price bids. Bidder's representatives who are present shall sign a register evidencing their presence.

2.15 Price discrepancy

- a. If there is a 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 will be corrected accordingly, unless, in the opinion of BHEL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly;
- b. If there is a discrepancy in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- c. If there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall prevail; and
- d. If there is such discrepancy in the offer, the same shall be conveyed to the bidder with a cut-off 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 the BHEL, the bid is liable to be rejected.

2.16 Rounding-Off

Any calculation done for the purpose of evaluation and/or estimation shall be considered up to two decimal points and without rounding-off.

2.17 Evaluation

The evaluation of bids shall be carried out as per section- 4 "Evaluation of bids"

2.18 Award of contract

The bidder who scores highest total marks as per criteria laid out in Section-4 "Evaluation of bids" shall be declared as the successful bidder. BHEL will award the contract to the successful bidder by sending the Letter of Award (LOA)/Work Order (WO) by email/post. Bidder within 7 working days of receipt of the same, shall sign, stamp and return it to BHEL as a token of his acceptance.





Bank guarantee also to be submitted within 7 working days of LOA

2.19 Validity of bid

The bids shall be deemed open for acceptance for a minimum period of 180 days from the date of opening of Part-A. BHEL may solicit extension of this period, requests for which will be made in writing through e-mail.

2.20 Rejection of the bids

Any one of the following may lead to rejection of the bid:

- a. Failure to furnish all the information required, or submission of bids not responsive to the RFP document in any respect
- b. Overwriting/cutting etc. in the bid not duly attested by the authorized signatory
- c. Bids received after the specified date and time
- d. Failure to submit clarifications before due-date
- e. Mentioning of price anywhere in Part-A including unpriced price schedule
- f. Bids which do not comply with the RFP conditions or contains counter conditions
- g. Bids from bidders who are under suspension (banned) by any Unit/ Region/ Division of BHEL or its administrative ministry.
- h. Omissions or no entry against any item in the price schedule
- i. If the information given is incorrect, wrong, and/or contrary to the facts
- j. Canvassing in any form in connection with the subject

The acceptance of a bid rests with BHEL and does not bind BHEL to accept the lowest bid or any bid and reserves to itself full rights for rejection without assigning any reasons whatsoever.

2.21 Order of precedence

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

- a. Corrigenda/ addenda/ amendments/ clarifications
- b. Invitation for the bid
- c. Special conditions of contract
- d. General conditions of contract
- e. Instructions to bidders

2.22 General

- a. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable





bidders shall be asked by BHEL (after freezing the scope, technical specifications, and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.

- b. Notwithstanding any other condition/provision in the RFP documents, in case of ambiguity or incomplete documents/clarifications pertaining to qualification and evaluation criteria, BHEL may give the bidders a fixed deadline after bid opening to provide complete & unambiguous documents/clarification, etc. in support of meeting the criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.
- c. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

2.23 Checklist

For the proper completion of the RFP, the checklists shall be included with the bid, duly signed by the authorized signatory (Annexure-1).





3 SCOPE OF WORK & DELIVERABLES

3.1 Definitions

The following expressions hereunder and elsewhere, used in this RFP, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them.

- a. "BHEL" shall mean Bharat Heavy Electricals Limited.
- b. "RFP" means the Request for Proposal being sent by BHEL including all Clarification/ Addendum/ Corrigendum.
- c. "Contract" means the agreement signed between BHEL and the successful bidder.
- d. "Bidder/s" means any entity or person who expresses interest and submits the bid to provide the services to BHEL for works defined in this RFP.
- e. "Successful/selected bidder", 'consulting firm' means any entity finalized to provide the services to BHEL under the contract.
- f. "LOA", "Letter of Award", "WO", "Work Order" refers to order placed on the selected bidder for performing various activities outlined in this RFP.
- g. "Zero date" means the date of Letter of Award (LoA).
- h. "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked on that day.
- i. "Government" means the Government of India unless specified otherwise.
- j. "Bid" means the Technical & Commercial bid and, Price bid.
- k. "Sub-Consultant" means any person or entity with whom the consulting firm subcontracts any part of the services with due permission of BHEL.
- l. "Solar PV value chain" means complete manufacturing chain from quartz mining to solar PV module manufacturing.
Stage 1: Quartz – polysilicon
Stage 2: Polysilicon – ingots/wafers
Stage 3: Ingots/wafers – PV cell
Stage 4: PV Cell – PV Module
- m. "ESDM value chain" means the following manufacturing stages:
Stage 1: Quartz – polysilicon
Stage 2: Polysilicon – ingots/wafers
- n. "Similar work" is defined as "Consultancy engagement (including market research and sectoral assessment, market entry strategy, business modelling and feasibility study) for
 - preparation of Detailed Project Report (DPR) for manufacturing in solar PV value chain or Electronic Systems Design & Manufacturing (ESDM) value chain, either complete or at least in any one of the stages as defined aboveand/or





- diversification of a company into manufacturing in solar PV value chain or manufacturing in ESDM value chain”.
- o. “Associate” means companies under the same parent company – domestic or global

3.2 Corporate overview and the context

BHEL is one of India’s largest engineering and manufacturing enterprises in the energy and infrastructure sectors. With a widespread network of 16 manufacturing plants, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 3 active joint ventures, 15 regional marketing centres, 3 overseas offices and more than 150 project sites across India and abroad, BHEL manufactures a wide range of products, systems & services for the core sectors of the economy viz. power, transmission, transportation, renewables, water, defence & aerospace, oil & gas, and industry.

Experience of over five decades, scale and depth of its operations, a strong manufacturing base, competent manpower, innovation ecosystem, diverse product mix and focus on sustainable business solutions are BHEL’s notable strengths.

BHEL has a dedicated Solar Business Development Group (SBD) at Bengaluru for marketing, engineering, manufacturing and project management in solar segment. BHEL has a portfolio of more than 1.2 GW including ground-mounted, roof-top, canal-top, floating solar etc. BHEL has a cell line of 100 MW capacity and a module line of 226 MW capacity. BHEL also has a dedicated Centre of Excellence (CoE), ASSCP at Gurugram working on indigenous solar PV technology with reduced cost and enhanced efficiency.

Further, to support the AatmaNirbhar Bharat campaign of the government, Solar PV value chain holds substantial indigenization potential especially in upstream. There is no domestic polysilicon and wafer manufacturing capacity and minimal cell and module manufacturing capacity. Against this background, BHEL is exploring opportunities in manufacturing in solar PV value chain.

With this objective, BHEL intends to appoint a consulting firm with a proven track record and requisite competence to prepare a Detailed Project Report (DPR) for the same.

Annual Report 2019-20 of BHEL available at www.bhel.com may be referred to know more about the company including its performance and strategy.

3.3 Scope of work & deliverables

BHEL is exploring opportunities in manufacturing in solar PV value chain to reduce dependence on imports and to support AatmaNirbhar Bharat.



3.3.1 Objective

Identification of (a) opportunities in entering/ expanding/ backward integration solar PV manufacturing value chain and (b) support required to make the opportunities in (a) viable.

This is in line with the company's aspirations of identification and diversification into emerging technology areas for growth & sustainability and simultaneously increasing the share of non-coal business.

The details in the following sections capture the specific requirements of the scope of work. However, these requirements shall not be the limiting factor to meet the objective. The consulting firm will be responsible for all the activities as required and as detailed below:

3.3.2 Scope of work

Preparation of Detailed project report for manufacturing of complete Solar PV value chain (Quartz – polycrystalline – wafer – cell – modules) including the followings:

1. Market research and sectoral assessment

- a. Global and Domestic outlook of the sector/industry from macro and micro perspective, opportunity size, scenario assessment over mid-term (5-7 years) and long term (10-12 years) horizon
- b. Assessment of historical and the projected growth, competition intensity, margin structure, key raw material, demand supply scenario and major sectoral trends [stage-wise]
- c. Value chain assessment, downstream processing requirement and developmental risks Demand and supply market analysis (global and indigenous) for all the products/by-products at all level.
- d. Regulatory, legal, economic and taxation landscape governing the sector and key challenges for BHEL, a public sector enterprise
- e. Assessment of strategic relevance of the sector and potential to leverage BHEL's core competencies, positional advantage and diversification goals

2. Feasibility study, Business modelling and Market entry strategy

- a. Detailed plan of various market entry scenarios, covering greenfield and brownfield approaches to capital investment, acquisition/ joint venture/ partnership route, investment size, revenue model, cost structure; prioritisation if required; [Stage-wise and in combination]
- b. To provide details of the basic resources available in India regarding the complete supply chain with a long term vision.
- c. Business Model with critical success factors
- d. Sources of competitive advantage
- e. Risk identification and mitigation strategy
- f. Technological Infrastructure: Detailed specifications & technology of the equipment/ process in all the stages of supply chain, should be inclusive and not limited to quartz to

New Delhi

MGSi, MGSi to polysilicon chunks, polysilicon to CZ mono wafers, wafers to cells and cells to modules. SWOT analysis of the technology selected over mid-term and long-term.

- g. Operational Infrastructure: Utility requirements including water, power, CDA and inputs on waste water management and area required for the entire operations.
- h. Details of capital expenditure, cost of capital, payback period, IRR, ROI/ROCE etc. along with sensitivity analysis wrt critical elements.
- i. Key financial projections for next 10 years, Feasibility study and recommendation of the proposed capital structure and target operating model;
- j. Establishment of the feasibility of the specific technology to be adopted for implementation working out the comparative analysis of different technologies available for different products i.e. Polysilicon, Ingot/wafer, cell and module. [should be inclusive and not limited to the products mentioned]
- k. Technology related partnerships/collaborations & likely available partners including partnership for R&D;
- l. Additional in-house R&D setup, if required including but not limited to equipment with specifications, manpower and their technical expertise (specialization, qualification, experience).
- m. Suggestions on most suitable location(s) for putting up facility based on BHEL's existing assets, current policies and cost advantages
- n. Modes for raw material procurement
- o. Manpower and skill required (training needs)
- p. Timeline for implementation
- q. Marketing strategy
- r. Capability gaps identification and potential modes for capability building.
- s. To collect and provide data about environmental clearances/compliances. (air, water, land, forest, etc.)

3. Support from the Government

- a. Details of the support required from the government to make the opportunities viable [policy advocacy issues to be identified for support required from the government including agencies /departments of GoI]
- b. Analysis of available GoI schemes which can be looked upon for establishing the facility

3.3.3 Deliverables

Schedule of deliverables

On the basis of preceding sections, the consulting firm is required to deliver the following set of deliverables (in the form of MS Word document, Powerpoint presentations, Excel model and/or other formats as required) as per the timelines mentioned below:

The deliverables given in this section are an outcome of the preceding sections. The consulting firm has to ensure that the deliverables cover the entire scope of work in totality to achieve the overall objective of the exercise. Subsequent additions to deliverables may be made by



BHEL whenever required. While the deliverables are identified week wise, the consulting firm may work concurrently on various activities. The time elapsed mentioned in weeks is indicative and may change as the assignment progresses but while maintaining the total duration of the assignment.

N	Key submissions	Time elapsed ¹ (Week)
	Zero date	T (date)
1	Inception Report Submission of a brief presentation after discussion with BHEL on project methodology, work plan & schedule of sub-activities	T+1 wk
2	Pre-feasibility Report Part 1, 2(f), 2 (j) and 3 (b) of the scope of work defined in 3.3.2	T+4 wk
3	Final Report Submission of two sets of spiral-bound final reports along with soft copies for final acceptance by BHEL and closure of the assignment.	T+8 wk

Other aspects of deliverables

- a. Presentations to the senior team of BHEL will have to be made by the lead partner.
- b. The deliverable shall be treated as completed when accepted by BHEL.
- c. Transfer of Documents: Consulting firm shall transfer all relevant documents/ reports/ presentations/ excel models/ other files related to the above Scope of Work and Deliverables to BHEL during the exercise and finally after the completion of the exercise.
- d. During the delivery of reports/presentation/other documents, BHEL may seek back-up/ supporting data/ working files of given analysis in the deliverables; in such cases, the consulting firm is required to arrange for the sought data (indicating sources thereof) and consider the same as a part of the deliverable.
- e. The recommendations provided by the consulting firm shall be doable in the overall context of BHEL.



¹ Includes expected time taken by BHEL to provide comments on the draft reports and incorporation of necessary amendments by the consulting firm and finalization.

4 EVALUATION OF BIDS

4.1 Pre-Qualification criteria

The bidder must meet all of the following pre-qualification criteria:

a) Annual Turnover

The bidder should have at least an average annual turnover of ₹30 lakhs from consulting works during the last three years, 2017-18, 2018-19 & 2019-20. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2017, 2018 & 2019.

Documents to submit: Audited Balance Sheet and Profit & Loss Account indicating annual turnover from consulting works duly certified by the authorized signatory or; Certificate from statutory auditors indicating the annual turnover of the bidders.

b) Experience of the consulting firm

The bidder must have undertaken similar works², directly or through parent/ subsidiaries/ associates (companies under the same parent company) during the last seven years up to 28th February, 2021:

- i. Three completed similar works with the order value of not less than ₹40 lakhs or equivalent in other currencies *each* (excluding GST/taxes); or
- ii. Two completed similar works with the order value of not less than ₹50 lakhs or equivalent in other currencies *each* (excluding GST/taxes); or
- iii. One completed similar work with the order value of not less ₹80 lakhs or equivalent in other currencies (excluding GST/taxes)

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of a consulting assignment (Annexure-8), Letter of comfort (Annexure-17) along with documentary evidence establishing the relationship between parent/ subsidiaries/ associates in case experience of parent/ subsidiaries/ associates is used.

c) Experience of Key Personnel

Bidder shall provide a list of team members who will be driving this project till completion of the contract. The team, mandatorily constituting full-time employees shall include minimum, i) One Lead Partner/ Director/ equivalent, who will be designated as Team Leader; ii) One Project Manager (full time); iii) One Specialist - Solar (full time).

² For 'similar works', here and elsewhere, refer definition under Section-3



Minimum experience required of the team is as under:

Partners/ Director/ equivalent	Minimum 15 (fifteen) years of consulting experience including 7 (seven) years in the Solar sector.
Project Manager	Minimum 7 (seven) years including 2 (two) years in the Solar sector
Specialist – Solar	Engineer with Master's Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 8 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation experience in the Solar sector.

CVs of all the Team Members proposed to be deployed for this project as per Annexure-9, duly certified by CEO/Country Head to be attached. However, consulting firm may deploy more resources as per the requirement of the project.

No relaxation shall be accepted with regards to pre-qualification criteria. Only the bidders meeting the above criteria shall be evaluated further viz. techno-commercial and price bid.

4.2 Evaluation of Techno-commercial bid**4.2.1 Techno-commercial evaluation Criteria**

The Techno-Commercial bid of the bidders meeting the pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system which will include 70% weighted score for quality (techno-commercial bid) and 30% weighted score for the price (price bid).

N	Criteria	Max marks	Scale/ scheme of marking
A	Average annual turnover of the bidder from consulting works during last three years (FY18, FY19, FY20/ 2018-2020)	5	100 Cr and above – 5 <75-100 Cr – 4 <50-75 Cr – 3 <25-50 Cr – 2 0.3 Cr-25 Cr – 1 mark
B	Experience of the bidder during the last seven years (2013-20 to 2019-20/ 2014-2020) (max marks: 25)		
i.	No of similar works undertaken, each having a value equivalent to at least ₹50 lakhs (Annexure-10)	10	Two marks for each project subject to maximum of 10 marks
ii.	No of similar works undertaken with respect to stages of the value chain, (Annexure-11)	15	>1 project in entire value chain – 15 marks





			1 project in entire value chain – 14 marks >1 Project in 3 stages including stage 1 and 2 – 13 marks 1 Project in 3 stages including stage 1 and 2 – 12 marks >1 Project in stage 1 and 2 – 11 marks 1 Project in stage 1 and 2 – 10 marks >1 Project in stage 1 or 2 – 9 marks 1 Project in stage 1 or 2 – 8 marks >2 in Stage 3 & 4 – 7 marks 2 in Stage 3 & 4 – 6 marks 1 in Stage 3 & 4 – 5 marks >2 in Stage 3 or 4 – 4 marks 2 in Stage 3 or 4 – 3 marks 1 in Stage 3 or 4 – 2 marks
C	Experience of the team deployed during the last seven years (2013-14 to 2019-20/2014-2020) (max marks: 30):		
i.	Number of similar works undertaken by lead partner/ partners, each assignment having a value of at least ₹50 lakhs (India)/ or equivalent (global) (Annexure-12)	10	Two marks for each project subject to maximum of 10 marks
ii.	Number of similar works undertaken by proposed project manager, each assignment having a value equivalent to at least ₹50 lakhs (Annexure-13)	10	Two marks for each project subject to maximum of 10 marks
iii.	Number of similar works undertaken by proposed specialist – solar among Indian/ global companies, each assignment having a value equivalent to at least ₹50 lakhs (Annexure-14)	10	Two marks for each project subject to maximum of 10 marks
D	Business presentation – (max marks: 40)		
i.	Demonstration of the understanding of the following:	20	D (i) to (ii) Shall be assessed based on Presentation (Soft



	1. Global and Domestic outlook of the sector/industry from macro and micro perspective including technology requirements relative to solar PV value chain 2. Understanding BHEL's context, challenges, aspirations, and strengths		copy and a signed hard-copy of the presentation needs to be submitted after the presentation)
ii.	Approach for preparing DPR: 1. Availability of Strategic tools/ models, research database, and application of the same in other previous similar engagements 2. Robustness of overall approach and methodology for carrying out the exercise to meet objectives and timeline of deliverables, with broad break up of activities, & specific requirements from BHEL against each activity. 3. Success stories along with impact created on the ground through similar engagements in past 4. Credentials of the team and specialist to be deployed for the project	20	
	Total	100	-

- i. The scope of the work is indivisible and shall be awarded to a single successful bidder. Consortium bidding is not allowed. However, in case, the consulting firm requires the support of another consultant/ agency, for undertaking part of work, viz. market research, etc., the same would be acceptable with prior approval of BHEL based on merit of that consultant/ agency. However, performance and cost of the subject assignment will be the sole responsibility of the consulting firm submitting the bid.
- ii. The bidder scoring the highest technical score (T_H) will be given a technical score out of 100 points. The technical scores (S_T) of other proposals will be computed as follows:

$$S_T = 100 \times T / T_H$$

(T = Marks scored in the respective Technical bid)

- iii. The bidders with scores (S_T) of equal to or more than seventy (70) out of one hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their technical score.





- iv. Experience of the sister concerns from all International office locations of the bidder shall also be acceptable in case of global project references under Clause 4.2.1/B(i) subject to Clause 6.3.
- v. For various evaluation parameters as mentioned in Section 4.2 and its sub-sections, only completed works (works starting and, 90% or more scope completing during the said period) shall be considered as consulting engagements.
- vi. For evaluation under Clause 4.2.1/C, if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants/specialists.
- vii. Evaluation of Clause 4.2.1/D(i)-(ii) will be through a presentation by the bidder to a committee of senior BHEL officials. The draft presentation shall be submitted by the bidder along with the technical bid. The marks awarded by BHEL shall be final and no representation made by any bidder shall be entertained.
- viii. The bidder would be called for a technical presentation tentatively within 3 days of bid opening (without prejudice to BHEL rights to disqualify on grounds of non-fulfilment of PQR) or at a later date with a notice of minimum of 3 working days. The presentation should be made by the proposed lead partner, working with BHEL on this project, who can be preferably accompanied by the proposed team. A signed copy of the final presentation needs to be submitted for evaluation purposes immediately after the presentation.
- ix. Bidder may further be called for a Q&A session after a few days.
- x. Bidder shall submit the CVs of all the team members proposed to be deployed for this project (Annexure-9)
- xi. The team members considered for claiming experience under evaluation criteria, and to be deployed for this project should be full-time employees of the consulting firm.
- xii. At least one partner "Lead Partner" should lead this exercise and should spend significant time (at least once a week) with BHEL along with the consulting firm team on this project & should be available for BHEL on need basis.
- xiii. The team proposed to be deployed shall remain unchanged, unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written consent of BHEL, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined above.
- xiv. BHEL reserves the right to seek changes in the team during the course of the assignment.
- xv. Notwithstanding any other condition/provision in the RFP document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, BHEL may give the bidders only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.



- xvi. Tie Breaker: In case, combined Technical & Price bid score of two (2) or more bidders are the same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in 4.2.1/B of Technical evaluation criteria would be considered as the successful bidder.

4.2.2 Price Bid evaluation

The formula for determining Financial Score (S_f) is:

The bid with the lowest cost (F_m) shall be given a Financial score (S_f) of 100. The Financial scores of all other bidders will then be computed as follows:

$$S_f = 100 \times F_m / F$$

where F = the amount indicated in the respective financial bid

Combined technical and price bid evaluation

A combined technical and price bid evaluation will be done as per the QCBS method.

A combined, Score (S) will be calculated according to the following formula:

$$S = 70\% \text{ of } S_T + 30\% \text{ of } S_f$$

Subsequent to the ranking of all the bidders based on their combined score, the bidder with the highest combined score (S) will be declared successful and shall be recommended for the award of the contract.

After the identification of the successful bidder, BHEL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract. Techno-commercial and price bid evaluation process has been illustrated below:

N	Bidder	Tech. Score	Price bid, Lacs	Combine score, S	Result
1	ABC	95	600	$70\% \times (95 \times 100 / 95) + 30\% \times (300 \times 100 / 600) = 85.00$	-
2 ³	DEF	84	300	$70\% \times (84 \times 100 / 95) + 30\% \times (300 \times 100 / 300) = 91.89$	H-1
3	GHI	75	450	$70\% \times (75 \times 100 / 95) + 30\% \times (300 \times 100 / 450) = 65.26$	-
4 ⁴	XYZ	65	NA	NA	-

³ Lowest price bid

⁴ Not considered since Tech. score is less than 70

5 GENERAL CONDITIONS OF CONTRACT

5.1 Contract

The terms and conditions of the RFP document, any pre-bid minutes published and LOA / WO placed shall constitute the entire agreement between the parties hereto. Contract agreement as specified by BHEL needs to be executed upon acceptance of LOA / WO. Until a formal contract is signed, the Work Order and acceptance of the same will constitute a binding contract.

5.2 Authorized signatory

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/ Country Head / Board (certified copy of Board resolution, authenticated by Company Secretary), authorizing an official or officials of the company to discuss, sign agreements/contracts with BHEL, raise invoice and accept payments and also to correspond.

5.3 Work timings

The selected bidder and the team deployed for this assignment shall consider normal working hours of BHEL (0900-1730 hrs at Delhi NCR; 0800-1630 hrs, or as applicable at other manufacturing locations) while planning their resources and performance commitments.

5.4 Engagement of experts

If need be, BHEL may seek expert opinion for validation of recommendations or any other work under the subject scope by the third party at any time.

5.5 Rights of BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any.

To terminate the contract or withdraw a portion of work and get it done through other consulting firms, the consulting firm shall pay the complete/balance/excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by BHEL in any of the following cases:

- i. Poor progress of the work vis-à-vis execution timeline as stipulated in the contract
- ii. Backlog attributable to the selected bidder including the unexecuted portion of work does not appear to be executable within a balance available period considering its performance of execution.
- iii. Withdrawal from or abandonment of the work by the selected bidder before completion of the work as per contract.





- iv. Non-completion of work by the selected bidder within the scheduled completion period as per contract or as extended from time to time, for the reasons attributable to the selected bidder.
- v. Termination of contract on account of any other reason/s attributable to the selected bidder.
- vi. Assignment, transfer, subletting of contract without prior permission.
- vii. Non-compliance to any contractual condition or any other default attributable to the selected bidder
- viii. If the successful bidder becomes insolvent or bankrupt
- ix. If the successful bidder, in the judgment of BHEL has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- x. Upon termination of this contract, BHEL shall settle the payment/s only for the deliverables actually executed prior to the date of such termination. No further payment shall be made on termination.

5.6 Corrupt or fraudulent practices

The bidder along with its associates/ collaborators/ sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy hosted on the BHEL website <http://www.bhel.com> and shall immediately bring to the BHEL about any fraud or suspected fraud as soon as it comes to their notice.

5.7 Integrity commitment, performance of the contract and punitive action

Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the bidding process and execution of the contract. BHEL will during this process treat all bidder(s) in a transparent and fair manner, and with equity.

Commitment by bidder: The bidder commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder during pre-bid/ bidding/ post-bidding/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or





formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

5.8 Not Banned / Holiday listed / Blacklisted

The bidder should not have been banned from participating in tenders or on holiday list/ blacklist at the time of bidding by BHEL or its Administrative Ministry (Ministry of Heavy Industries & Public Enterprises). Bidder to submit a declaration as part of General Declaration Certificate-Declaration (Annexure-3).

5.9 Conflict of interest

- a. In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BHEL, the authority inviting the bid shall be informed of the fact as and when the bidder/ consultant become aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.
- b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- c. The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- d. The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement
- e. The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

5.10 Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

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 7 (seven)





days after the occurrence of such event. 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 the period of delay caused due to such Force Majeure event.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract or give rise to any claim for damages or additional cost or expense occasioned thereby.

In case of delays lasting over one month notwithstanding force majeure, BHEL reserves the right to terminate the contract and, the provisions governing termination as given in this document shall apply.

5.11 Conciliation & Arbitration

Conciliation: If at any time any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

- a. No serving or a retired employee of the BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- c. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme (available on www.bhel.com).

Arbitration: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation 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, commence arbitration in respect of such Dispute by a notice in writing to the other party under the provisions of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim.





The arbitration shall be conducted by a sole arbitrator to be appointed by BHEL Unit/ Division/ Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

- a. The language of the arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award
- b. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
- c. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.
- d. Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

5.12 Applicable law & jurisdiction of the court

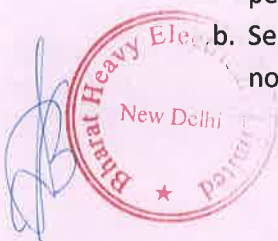
The contract including all matters connected with this contract, its meaning and interpretation, and the relation between the parties shall be governed by and construed in accordance with the applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at New Delhi (India).

5.13 Compliance to regulations and bye-laws

The successful bidder shall conform to the provisions of any statute relating to the work and regulations and bye-laws of the statutory authority. The successful bidder shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. The successful bidder shall be responsible for all statutory obligations and any other laws in above regard in force from time to time regarding employment or condition of service of bidder's workmen or employees.

5.14 Accidents/ damages/ claims liabilities

- a. In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third party claims.
- b. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the





deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims)

- c. Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.

5.15 Safety and statutory requirements

The team deployed by the selected consulting firm shall abide by all Safety Rules and Guidelines of BHEL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the manufacturing units/ sites. The consulting firm shall also be responsible for compliance to statutory and government regulations as applicable as well as the safety & welfare of all employees deployed at BHEL and payment of salaries to their employees and statutory deductions if any.

5.16 Liabilities

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BHEL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.

5.17 Guarantees

The bidder will indemnify, protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.

5.18 Professional liability

- a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.
- b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold





mutual discussions with BHEL at every stage in order to complete the activities as scheduled.

5.19 Change in character of the bidder

In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to inform BHEL at least three months in advance in writing with proper documentation that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm.

5.20 Non-Disclosure Agreement

The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL (Annexure-15) or any other as mutually agreed.

5.21 Use of contract documents, specifications, design

The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

5.22 Documents/ reports/ deliverables

Reports & documents submitted by the successful bidder shall become and remain the property of BHEL. BHEL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BHEL can download, make copies, distribute, modify and create derivate works of the reports.

5.23 Right to implementation

BHEL shall be at its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.

5.24 Modification

Modification of the terms and conditions of this contract, including any modification in the scope or price of the contract, may only be made by written agreement between BHEL and the selected bidder.





5.25 Sub-contracting and assignment

This contract shall not be assigned or subcontracted by the consulting firm to any third party without the prior written consent of BHEL.

5.26 Registration

Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India.

Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.



6 SPECIAL CONDITIONS OF CONTRACT

6.1 Security Deposit (SD)

Successful consulting firm shall be required to deposit a SD amount, which shall be 5% of the contract value before commencement of the work and can be deposited in one of the following forms:

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ EFT in favour of BHEL
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
- d. 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)
- e. 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)

The Security Deposit shall be valid for a period of seven months beyond the period of the contract. All expenses incurred in obtaining such deposit shall be borne by the consulting firm. The consulting firm shall be responsible for extending the validity date and claim period of the guarantee on account of any delay on their part. The Security Deposit shall not carry any interest.

6.2 Contract period

The contract shall be for a period of 8 weeks from the zero date. The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BHEL, BHEL may extend this contract for a further period beyond the scheduled contract completion date. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BHEL and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.

6.3 Travel expenses

The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel in NCR region. However, for travel outside the Delhi-NCR region, BHEL will arrange 2nd AC rail/ economy class air tickets, local travel in tour city,





and BHEL guest house/ hotel whichever applicable (limited to BHEL's E7 level for partner/director, E6 level for the project manager and E5 for consultant). BHEL at its discretion may or may not accept the proposed visit and may suggest alternate interaction mechanisms like video conferencing. All train/ flight/hotel/guesthouse bookings will be made by BHEL. Any other expenses not mentioned above shall be borne by the consulting firm themselves. Expenses towards any international travel of the team members (if required), if done on BHEL's behest shall be borne by BHEL.

6.4 Global resource sharing

All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-17), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

6.5 Price escalation

The rates will be valid until the entire scope of the RFP is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

6.6 Price Reduction Schedule (PRS)

In case the successful bidder fails to complete the services within stipulated period then unless such failure is due to force majeure as defined earlier in this document or due to BHEL's default, there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price. BHEL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit. Both consulting firm and BHEL agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BHEL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BHEL in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.

6.7 Taxes & duties

- a. Consulting firm shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the firm only after submission of GST complaint invoice. The successful firm shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.





- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- c. GSTIN of BHEL will be provided to the service provider(s) along with the work order.
- d. Payment to the service provider(s) will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the service provider(s) by BHEL.
- e. Applicable GST shall also be recoverable from the service provider(s) in case of PRS recovery/penalty on account of breach of terms of contract.

6.8 Variation in taxes & duties

No variation taxes & duties shall be considered due to short duration of the assignment.

6.9 Terms of payment

Payments will be made as per the schedule below:

SN	Milestone	% Payment of the Work Order Value
1	Submission of pre-feasibility report and acceptance by the approving authority	10%
2	Submission of final DPR and acceptance by the approving authority	90%

Payment will be made only against receipt of the GST compliant invoices and as per the schedule prescribed for each activity. BHEL's authorized officer will duly authenticate & certify each document before processing the claim. BHEL, through electronic fund transfers, shall make payment within 45 days after submission of bills certified for payment. ■





ANNEXURE-1
CHECKLIST

(To be filled by the bidder and submit along with the Part-A bid)

SN	PARTICULARS	BHEL's REQUIREMENT (to be submitted)	Confirmation Y/N
As part of Part-A bid			
1	Bid form	Annexure-2	
2	General Declaration Certificate	Annexure-3	
3	Power of Attorney	Annexure-4	
4	Pre-bid meeting (clarifications sought)	Annexure-5	
5	No Deviation Certificate	Annexure-6	
6	Unpriced Price Schedule	Annexure-7	
7	Turnover from consulting works (PQR)		
8	Experience of the consulting firm (PQR)	Annexure-8	
9	CV of all team members (PQR)	Annexure-9	
10	Experience of the consulting firm	Annexure-10-11	
11	Experience of the team deployed	Annexure-12-14	
12	Non-Disclosure Agreement	Annexure-15	
13	Bank Guarantee	Annexure-16	
14	Letter of comfort	Annexure-17	
16	Certificates Copies to be submitted: I. Registration Certificates II. Permanent Account Number III. GST registration IV. PF registration V. Proof of Arrangement with the parent		
17	Confirm that all pages of Part-A & subsequent clarifications/ corrigendum are signed, dated & stamped	Bidder to confirm	

18	One original & two copies of Part-A bid submitted	Bidder to confirm	
19	Both Part-A & Part-B bids submitted in sealed envelopes	Bidder to confirm	
20	Part-A bid is accompanied by an unpriced price schedule and does not contain any financial information	Bidder to confirm	
21	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to confirm	
As part of Part-B bid			
1	Price schedule (Part-B)	Annexure-18	
2	Price bid (only original) has been submitted in a separate sealed cover	Bidder to confirm	
3	Bidder has not made any omissions or left any blank items in the price bid	Bidder to confirm	

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-2

BID FORM

(To be typed in the letterhead of the bidder)

To,

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

Dear Sir/ Madam,

Having examined the RFP No [•] we, the undersigned, hereby offer to provide consultancy services in conformity with the terms and conditions of RFP.

We are enclosing our bid including "Techno-commercial bid, Part-A" in original plus two copies and "Price bid, Part-B" in original with the details as per the requirements of the Proposal Documents, for your evaluation. It is further noted that it is not permissible to put any remarks/conditions in the "Price bid" and we agree that the bid shall be rejected on doing so.

The offer is valid up to 180 days from the due date of submission of the proposal document. i.e. [•].

Should our offer be accepted by BHEL for Award, we further agree to furnish 'Security Deposit' for the work as provided for in the RFP Conditions within the stipulated time as indicated by BHEL.

We further agree to execute all the works referred to in the said Request for Proposal upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Until a formal contract is prepared and executed, this bid, together with your LOA/ Work order, shall constitute a binding contract between us.

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-3
GENERAL DECLARATION CERTIFICATE

To,

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

Dear Sir/Madam,

Sub: Declaration by the authorised signatory

Ref: RFP Ref No: [•]

I, [•] hereby certify that all the information and data furnished with regard to this RFP No. [•] are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I hereby certify that all the documents submitted by us in support of the possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of Bharat Heavy Electricals Limited.

We hereby declare that we have not been placed on any holiday list or blacklist declared by BHEL or its Administrative Ministry (Ministry of Heavy Industries and Public Enterprises).

I, further certify that I have been duly authorized by my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-4
POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Corporate Strategic Management, BHEL house, Siri fort, New Delhi 110049 [•] in connection with [•] vide RFP Ref No. [•] dated [•].

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

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

Place & date

CEO/Country Head/Director/equivalent

Witness

Signature of Mr/Ms.....(Attorney)

Notary public

Attested by: CEO/Country Head/ Director/ equivalent





ANNEXURE-5
PRE-BID MEETING (CLARIFICATIONS SOUGHT)

RFP Ref no.:

Name of the bidder:

SN	Reference of bid Document				Suggestion/ query
	Page No.	Section No.	Clause No.	Subject	

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-6
NO DEVIATION CERTIFICATE

(To be typed in the letterhead of the bidder)

To,
(Write Name & Address of Officer of BHEL inviting the bid)

Dear Sir/ Madam,

Sub: No Deviation Certificate

Ref: 1) RFP Ref no: [•]
2) All other pertinent issues to date

We hereby confirm that we have not changed/ modified/materially altered any of the RFP documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the RFP conditions together with other references applicable for the above-referred RFP.

We further confirm our unqualified acceptance to all Terms and Conditions and unqualified compliance to RFP Conditions.

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

Thanking you,

Yours sincerely,

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-7
UNPRICED PRICE SCHEDULE (PART-A)

RFP no:

Subject:

Name of bidder:

SN	Item description	Unit of measurement	Price inclusive of all taxes & duties excluding GST
A	B	C	D
1	Lump-sum charges	INR	NA

Place & date

Signature & seal of the Authorized Signatory

Note: Price not be mentioned in this annexure



ANNEXURE-8**Experience of the consulting firm****List of reference works (Clause 4.1/b)**

(To be typed in the letterhead of the bidder)

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Zero date	Completion Date
1								
2								
...								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of a consulting assignment

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-9
CV of Team Members

(Please attach a separate sheet for Lead Partner/Partners, Project Manager & Specialist-Solar)

1	Name of the Team Member	
2	Current Designation in the firm	
3	Proposed position in this assignment	
4	Years in the Firm	
5	Date of Birth	
6	Nationality	
7	Education Qualification	
8	No. of years of consulting experience	
9	No. of years of consulting experience in similar works	
10	Area of Expertise	
11	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any wilful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-10 (Clause 4.2.1/B (i))****Experience of the consulting firm**

To be typed on letterhead of CEO/Country Head/Director/equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

.....

ANNEXURE-11 (Clause 4.2.1/B (ii))**Experience of the consulting firm**

To be typed on letterhead of CEO/Country Head/Director/equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-12 (Clause 4.2.1/C(i))****Experience of the team deployed**

To be typed on letterhead of CEO/Country Head/Director/equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory

.....

ANNEXURE-13 (Clause 4.2.1/C (ii))

To be typed on letterhead of CEO/Country Head/Director/equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-14 (Clause 4.2.1/C (iii))

To be typed on letterhead of CEO/Country Head/Director/equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place & date

Signature & seal of the Authorized Signatory





ANNEXURE-15
NON-DISCLOSURE AGREEMENT
(To be signed with the selected bidder)

M/s...

(Name and details of the consulting firm)

Non-Disclosure Agreement

BHEL has appointed M/s [•] (hereinafter referred to as 'Consulting Firm') for providing services with regard to "Engagement of a consulting firm for preparation of Detailed Project Report (DPR) for manufacturing solar PV value chain"

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with BHEL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with BHEL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with BHEL and not generally known outside BHEL.
- During the consulting firm's involvement in this work & association with BHEL and after his association is terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BHEL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BHEL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from BHEL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by BHEL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.





- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside BHEL, any conclusions that the consulting firm or others draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.
- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from BHEL before engaging in any conduct that could jeopardize the confidentiality of the information.
- If the consulting firm has to disclose the confidential information to a person inside BHEL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify BHEL.
- Upon termination of his/her assignment or as requested by BHEL, the consulting firm will return all material containing confidential information to BHEL.

Exceptions

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the BHEL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that BHEL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of one year from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.





The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's legal representatives, whereupon it shall become a binding agreement.

Bharat Heavy Electricals Ltd.

Agreed and accepted by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**ANNEXURE-16****BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT)**

(To be executed on non-judicial stamp paper of appropriate value)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort Road New Delhi 110049¹ through its Unit/office at(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. dated³ 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 ₹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 ₹ 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 ₹

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 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 another 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 before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.





We, _____ Bank, have the 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.

Place:

Signature & seal of the Authorized Signatory

Date:

For: Name of the Bank

1 Address of employer, Bharat Heavy Electricals Limited

2 Address of contractor/ supplier

3 Details about the notice of contract

4 Contract value

5 BG amount in figures and words

6 Validity date

7 Date of expiry of the claim period

Note

In the case of Bank guarantees submitted by foreign vendors:

- A. From nationalised banks/public sector/ private sector/ foreign banks (BG issued by branches in India) can be accepted subject to the condition that the bank guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. Demand can be presented at the branch located on the town/city or at nearest branch where the unit is located.
- B. From foreign banks (where foreign vendors intend to provide BG from the local branch of the vendor country's bank)
 - a. In such a case, Bank Guarantee issued by any of the Consortium banks only will be accepted by BHEL. As such, foreign vendor needs to make necessary arrangements for issuance of Counter-Guarantee by foreign bank in favor of the Indian Banks's (BHEL's consortium bank) branch in India. All charges for issuance of Bank Guarantee/Counter Guarantee should be borne by the foreign vendor.
 - b. In case, foreign vendors intend to provide BG from an overseas branch of our consortium bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at B.1 needs to be followed
 - c. The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time.)





ANNEXURE-17
LETTER OF COMFORT

(on the letterhead of parent company of the bidder)

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

Dear Sir/ Madam,

Sub: Comfort Letter

We hereby confirm that, for the work under RFP no. [•] for Engagement of a consulting firm for preparation of Detailed Project Report (DPR) for manufacturing solar PV value chain, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs.

On behalf of [name of the
parent company]

[Signature & seal]

Place & date

Signature & seal of CEO/country
head/ Director/ equivalent

Place & date





ANNEXURE-18
PRICE SCHEDULE (PART-B)

RFP no:

Subject:

Name of bidder:

SN	Item description	Unit of measurement	Price inclusive of all taxes & duties excluding GST
A	B	C	D
1	Lump-sum charges	INR	In Fig: In words:

Place & date

Signature & seal of the Authorized Signatory

