	SOLAR BUSINESS DIVISION	TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING	FLOATERS
---	--	--	-----------------

Ref.No: BHEL:SBD:MM:MOU:FLOATERS:REV 00



BHEL-SOLAR BUSINESS DIVISION / BENGALURU

TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING (EXCEPT PRICE)
FOR DESIGN AND SUPPLY OF FLOATERS AND ASSOCIATED ANCHORING AND
MOORING OF FLOATERS FOR VARIOUS FLOATING SOLAR PV PROJECTS ACROSS
INDIA

BETWEEN

M/S. BHEL, SOLAR BUSINESS DIVISION, BANGALORE - 560012

&



M/s. -----

DOC REF: TGPBOS0065 REV 00

PRODUCT: DESIGN AND SUPPLY OF FLOATERS AND ASSOCIATED ANCHORING
AND MOORING OF FLOATERS FOR VARIOUS FLOATING SOLAR PV PROJECTS
ACROSS INDIA

VENDOR'S SIGNATURE WITH SEAL

BHEL - SBD

 	SOLAR BUSINESS DIVISION	TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING	FLOATERS
---	--	--	-----------------

Ref.No: BHEL:SBD:MM:MOU:FLOATERS:REV 00

This Memorandum of Understanding (hereinafter “MOU”) is dated this _____(DATE).

BETWEEN,

BHARAT HEAVY ELECTRICALS LTD, an existing company registered under companies Act,1956 and having its registered office at BHEL House, Siri Port, New Delhi 110043 (hereinafter referred to as “BHEL” which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND,

M/s. XXXXXXXX having its registered office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (herein after referred as “floater vendor” ” which expression shall mean and include its legal heirs, administrators and permitted assigns).

(Referred to herein as “parties” or individually as “Party”)

WHEREAS,

- A. The parties are interested in working together in connection with the purpose which is described in this MOU.
- B. This MOU sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each party.
- C. Each party respectively is expected to act in good faith in accordance with this MOU.



NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agrees as follows:

ARTICLE 1: PURPOSE

- a. This MOU has the following purpose (“the purpose”)
 - i. Floater vendor will be associated with BHEL for the supply of floaters and associated anchoring and mooring of floaters for various floating solar pv projects across india as required and as per the agreed specifications & commercial terms & conditions so that these details need not be discussed repeatedly for future supplies.
 - ii. The various aspects covered in this MOU are as per following documents & it is agreed to follow the same with agreed deviation with applicable loading w.r.t : Ref.No: TGPBOS0065

VENDOR’S SIGNATURE WITH SEAL

BHEL - SBD

 	SOLAR BUSINESS DIVISION	TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING	FLOATERS
---	--	--	-----------------

Ref.No: BHEL:SBD:MM:MOU:FLOATERS:REV 00

- i. Commercial Requirements as per GCC R0 & SCC Rev 00.
- ii. Technical Specification ref:
 1. PS-439- 1386 rev 00
- iii. If BHEL has any other requirement/deviation from the MOU for a particular enquiry, it shall be clearly given in the enquiry itself. Confirmation for that requirement/deviation alone is to be given by the bidder. All other terms & conditions shall be as per the MOU. Such deviations/requirements, if any, shall pertain to that enquiry alone and MOU shall be followed for all other enquiries unless otherwise specified.

ARTICLE 2: BINDING

- a. The parties hereby acknowledge and agree that;
 1. The terms of this MOU are intended to be legally binding on the parties hereto.
 2. The various aspects covered in this MOU are as follows & it is agreed to follow the same with agreed deviation with applicable loading.

ARTICLE 3: CHANGES TO MOU

- a. This MOU may be amended at any time by agreement between the parties.
- b. Any changes to this MOU must be made in writing and signed by the parties.

ARTICLE 4: GENERAL OBLIGATIONS



- a. Notwithstanding the non-binding nature of this MOU, the Parties will act in good faith and will use their best endeavors to achieve the purpose and to give effect to the terms of this MOU.
- b. The parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents are reasonably required in order to give effect to the terms of this MOU.
- c. Each party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationship with one another and in order to pursue the purpose.

ARTICLE 5: ROLE OF PARTIES

- a. BHEL will have the following obligation in relation to the project:
To Buy the design and supply of floaters and associated anchoring and mooring of floaters for various floating solar PV projects across India_required in accordance with the MOU.
- b. Floater Vendor will have the following obligation in relation to the project:
To supply the design and supply of floaters and associated anchoring and mooring of floaters for various floating solar PV projects across India_required in accordance with the MOU.

VENDOR'S SIGNATURE WITH SEAL

BHEL - SBD

 	SOLAR BUSINESS DIVISION	TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING	FLOATERS
---	--	--	-----------------

Ref.No: BHEL:SBD:MM:MOU:FLOATERS:REV 00

ARTICLE 6: CONFIDENTIALITY

The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any bank examiner of the Custodian or any Sub custodian, any Regulatory Authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by Applicable Law.

ARTICLE 7: DURATION OF MOU

- a. This MOU shall be valid from _____(date).
- b. The MOU shall stand valid for One (01) years from the date of finalization of the MOU. The MOU validity may be extended even after the initial period of One (01) years if required by BHEL, with the consent of floater Vendor.

ARTICLE 8: NO OTHER RIGHTS GRANTED

Nothing in this MOU is entered to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this MOU be constructed to grant any Party right in or to the other Party's confidential information, except the limited right to use such confidential information in connection with the project under this MOU.

ARTICLE 9: AMENDMENTS

Any change, alteration, amendment, or modification to this MOU be in writing and signed by authorized representative of both Parties.

ARTICLE 10: DISPUTE RESOLUTION



The arbitration proceedings between the parties in case of a dispute is subjected to Bengaluru jurisdiction Karnataka, India. The said clause would be governed by the laws of India.

ARTICLE 11: ENCLOSURES

The below mentioned documents are part and parcel of this MOU.

VENDOR'S SIGNATURE WITH SEAL

BHEL - SBD

 	SOLAR BUSINESS DIVISION	TECHNO COMMERCIAL MEMORANDUM OF UNDERSTANDING	FLOATERS
---	--	--	-----------------

Ref.No: BHEL:SBD:MM:MOU:FLOATERS:REV 00

- i. Commercial Requirements as per GCC R0, SCC Rev 00 & Annexure-SCC.
- ii. Technical Specification ref: PS-439- 1386 rev 00

Signed by the Parties this (Date)

(Floater vendor)

(BHEL-SBD)

Witnesses:

01).

02).

VENDOR'S SIGNATURE WITH SEAL

BHEL - SBD