



## 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
<b>As part of Part-A bid</b>			
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	
<b>As part of Part-B bid</b>			
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 110049<sup>1</sup> through its Unit/office at .....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at \_\_\_\_\_<sup>2</sup> (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)<sup>4</sup> (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 ₹ \_\_\_\_\_<sup>5</sup> (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 to ..... 6
- 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

