 A4-11	<b>PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS</b>	Spec. No	PS-439-432
		Rev. No	00
		Page 8 of 9	

400 Wp	-5,00,00,000		
405 Wp	-7,50,00,000		
410 Wp	-10,00,00,000		
415 Wp	-12,50,00,000		
420 Wp	-15,00,00,000		
425 Wp	-17,50,00,000		
430 Wp	-20,00,00,000	10%	-2,00,00,000
435 Wp	-22,50,00,000	80%	-18,00,00,000
440 Wp	-25,00,00,000	10%	-2,50,00,000
<b>Total</b>			<b>-22,50,00,000</b>

Hence, the bidder B who is offering 430 Wp, 435 Wp and 440 Wp as indicated above, will have an advantage of Rs 22,50,00,000 with respect to bidder A, while calculating the total cost to BHEL of the entire quantity.

**9) ENCLOSURES :**

Sl. No.	Document
1.	Self-declaration letter for PV module manufacturing capacity 400MW per annum
2.	Signed copy of BHEL Specification PS-439-432 Rev. 00 for confirming to supply as per BHEL Specification.
3.	BIS certificate for offered model and manufacturer
4.	IEC 61215-1, IEC 61215-1-1, IEC 61215-2 , IEC 61730-1 & 2, IEC61701, IEC 62716 and IEC 62804 test certificates.
5.	Approved CDF (Bill of Materials) of PV modules as per IEC certificates.
6.	Over all PV module assembly drawing indicating mounting hole pitch & data sheet for PV modules.
7.	Al. frame Cross Section drawing
8.	Third party verified .PAN files for each wattage of Mono Crystalline PV modules (390 or above in 5Wp band )
9.	Data sheet for Solar cells used for manufacturing PV modules.
10.	Bill of Material for PV Modules that shall be used for this contract
11.	PV module installation and O&M manual
12.	Hard copy of above documents shall be enclosed along with the technical bid. Soft copy of all above documents and IEC test reports to be sent by e-mail to the email id as mentioned in tender documents.

**COPYRIGHT AND CONFIDENTIAL**

The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company

 <b>A4-11</b>	<b>PURCHASE SPECIFICATION  GROUP: PHOTOVOLTAICS</b>	Spec. No	PS-439-432
		Rev. No	00
		Page 9 of 9	

**10) CONFIRMATION BY THE BIDDER :**

Sl. No.	Item	Acceptance by the bidder (Yes / No)
1.	PV Module model number and overall dimension:	
2.	Mono Crystalline PV Modules with power output 390Wp or above in 5 watts bands.	
3.	Mono Crystalline PV Modules suitable for 1500V System Voltage application	
4.	Availability of IEC 61215-1, IEC 61215-1-1, IEC 61215-2, IEC 61730-1 & 2, IEC61701, 62716 and IEC 62804 test certificates and IEC Test reports with CDF.	
5.	Junction box cable length : 1.2 Meters minimum	
6.	RFID Tag inside or outside the laminate	
7.	Supply of 1 no. of hand held RFID reader with accessories	
8.	Adherence to Manufacturing Quality Plan and Pre-Shipment Inspection	
9.	Bill of materials as per subset of the CDF of the IEC Certificates	
10.	Submission of Bank Guarantee for Power Performance warranty of PV modules	
11.	ALMM enlistment status of offered model and manufacturer	

**11) COMPLIANCE**

Sl. No.	Particulars	Bidder's Confirmation
1.	Confirmation to BHEL Specification PS- 439- 432 Rev. 00	<b>Yes / No</b>  <i>Please indicate deviations, if any.</i>

\_\_\_\_\_  
Signature of Tenderer with stamp

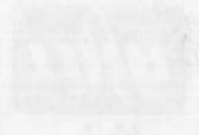
**COPYRIGHT AND CONFIDENTIAL**

The Information on this document is the property of Bharat Heavy Electricals Limited.  
It must not be used directly or indirectly in anyway detrimental to the interest of the company

0.00

REF TO ...  
 REF TO ...  
 REF TO ...

TECHNICAL SPECIFICATION  
 GROUP: PHOTOGRAPHY



REQUIREMENTS BY THE BUYER

1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...
21	...
22	...
23	...
24	...
25	...
26	...
27	...
28	...
29	...
30	...
31	...
32	...
33	...
34	...
35	...
36	...
37	...
38	...
39	...
40	...
41	...
42	...
43	...
44	...
45	...
46	...
47	...
48	...
49	...
50	...

COMMENTS

1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...
21	...
22	...
23	...
24	...
25	...
26	...
27	...
28	...
29	...
30	...
31	...
32	...
33	...
34	...
35	...
36	...
37	...
38	...
39	...
40	...
41	...
42	...
43	...
44	...
45	...
46	...
47	...
48	...
49	...
50	...

The information on this document is the property of the International Organization for Standardization (ISO). It may not be used for other purposes without the written permission of the ISO.

Techno commercial bid

BHEL RFQ No. SPKSCP070 dated 12.04.2021

Item: Supply of Mono crystalline Silicon PV Modules NEEMUCH-500MW Project

	Terms and conditions	Bidder's confirmation/ deviation, if any.
1	<p><b>Terms of payment: (For Indian bidders)</b> Supply: a. 85% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later on pro-rata basis b. 2.5% on pro-rata basis on completion of erection of each identified equipment upon certification by the EIC c. 2.5 % on pro-rata basis on successful synchronization d. 10% on successful completion of 3 months PG Test.</p> <p>Paying Authority : BHEL SBD Bangalore Vendor bills shall reach BHEL –SBD addressed to: MM Department, BHEL - Solar Business Division , Opp. IISc, PROF. C N R RAO CIRCLE , MALLESWARAM , BANGALORE - 560 012</p>	Acceptable/ Not acceptable
	<p><b>Terms of payment: (For Foreign bidders)</b> Supply: a. 85% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later on pro-rata basis b. 2.5% on pro-rata basis on completion of erection of each identified equipment upon certification by the EIC c. 2.5 % on pro-rata basis on successful synchronization d. 10% on successful completion of 3 months PG Test</p>	Acceptable/ Not acceptable
2	<p><b>Terms of Delivery: (For Indian bidders)</b> Delivery duty paid (DDP) project site. The site address as below, <b>Sl.no. 1 - 750,000 KW</b> 500 MW Rewa Ultra Mega Solar Limited (RUMSL) Solar Parks, Neemuch in Madhya Pradesh</p> <p>Note: Transit insurance to be covered up to DDP project site office.</p>	Acceptable/ Not acceptable
	<p><b>Terms of Delivery: (For Foreign bidders)</b> <b>Sl.no. 1 - 750,000 KW – CIF Mumbai</b></p>	Acceptable/ Not acceptable
3	<p><b>Validity:</b> Validity of the offer shall be for one month beyond the date Contract is signed with CUSTOMER, in the event of BHEL getting the order. In the event of price reduction during negotiation by BHEL with the ultimate customer, corresponding reduction (i.e., on pro-rata basis with respect to vendor's price) shall be effected on to the vendor's MOU price</p>	Acceptable/ Not acceptable
4	<p><b>Delivery Schedule:</b> <b>First lot</b> - 30,000 KW– within 4 weeks from manufacturing clearance date. Subsequent lots - 30,000 KW per 4 weeks . Delivery dates for subsequent lots will be worked out from the manufacturing clearance date. Tentative delivery expected during April-22 to December -22 in staggered manner.</p> <p>Note: The delivery schedule will remain same for each vendor in case of splitting of RFQ quantity on more than one vendor.</p>	Acceptable/ Not acceptable
5	<p><b>Penalty for delayed delivery:</b> 0.5 % of basic material cost of undelivered portion per week, subject to a maximum of 10 %. Loading factor will be applicable for non-acceptance of penalty clause, Non- Acceptance: 10% Partial non Acceptance (X%): (10- X)%</p>	Acceptable/ Not acceptable
6	<p><b>Order Splitting:</b> Sl.no. 1 - 750,000 KW L1 – 375,000 KW (50%) L2 – 225,000 KW (30%) L3 – 150,000 KW (20%)</p> <p>BHEL reserve the right to Split the order quantity as per above table between L1, L2 and L3 vendor respectively for individual line item subjected to L2, L3 vendors accept to supply as per L1 negotiated price. In case, L2 vendor does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendors ie L3,L4.... If three qualified vendors are not available for quantity splitting for line item, BHEL shall decide on the splitting in fair and transparent manner. The decision of BHEL shall be final on this matter.</p>	Acceptable/ Not acceptable
7	<p><b>Acceptance of Reverse Auction:</b> BHEL will finalize the tender based on reverse auction with techno-commercially approved bidders to arrive at L1.</p>	Acceptable/ Not acceptable
8	<p><b>Price basis:</b> Price is to be quoted on per Kilowatt basis. Purchase order will be placed on "Kilowatt" basis.</p>	Acceptable/ Not acceptable
9	<p><b>Integrity Pact:</b> The bidder shall sign an "INTEGRITY PACT" in the formats enclosed.</p>	Acceptable/ Not acceptable

10	<p><b>Pre-shipment inspection:</b> Pre-shipment inspection at vendor's works will be carried out by BHEL / BHEL's customer/ Third party agency. Required assistance for testing will have to be provided by the vendor at the time of pre-shipment inspection, without any additional cost implication to BHEL. On successful completion of pre-shipment inspection/ inspection waiver, BHEL will issue material dispatch clearance certificate (MDCC) after which the vendor can proceed to the material dispatch. However, the vendor has to ensure the material dispatch (BL date/ LR date) within 15 days from date of MDCC. In case BHEL/ customer are unable to come for physical inspection at vendor works, BHEL/ customer may engage third party inspection agency. Hence all charges for third party inspection at vendor works to be borne by vendor.</p>	Acceptable/ Not acceptable
11	<p><b>Warranty:</b> As per BHEL specifications for each item</p>	Acceptable/ Not acceptable
12	<p><b>Insurance/ PBG for warranty :</b> As per BHEL specifications for each item</p>	
12	<p><b>Country of origin: (For foreign bidders only)</b> Please specify country of origin. Certificate of origin shall be arranged for each lot of shipment. Port of shipment and country to be specified. Note: Any custom duty will be applicable as per the notifications issued by Govt of India time to time. Wherever applicable, the same will be considered for arriving cost to BHEL.</p>	<p><b>Country of origin:</b> <b>Port of shipment:</b></p>
13	<p><b>Eligibility under Preference to Make in India Order:</b> For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 11.12.2018, 29.05.2019, 04.06.2020 &amp; 16.09.2020, and subsequent Orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO /WO against this this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.</p>	<p><b>Yes/No,</b> <b>If yes, required documents to be submitted</b></p>
14	<p><b>BHEL Guidelines for Indian Agents of Foreign Suppliers:</b> Supplier shall adhere to "BHEL Guidelines for Indian Agents of Foreign Suppliers" in case the supplier has Indian Agent.</p>	Acceptable/ Not acceptable
15	<p><b>Model certificate to be submitted as per attached format.</b></p>	Yes/No
16	<p>E-way bill to be generated by vendor before dispatch of goods as per dispatch instructions provided by BHEL.</p>	Yes/No
17	<p>Any vendor who has been banned by BHEL or against whom action due to non performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.</p>	Yes/No
18	<p>Declaration required under Rule 144(xi) of General Financial Rules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India.Refer Annexure-X for "Restrictions under Rule 144(Xi) of General Financial Rules,2017 amendment dt:23.07.2020". The Bidder shall mandatorily submit Declaration as per format enclosed as part of tender(ANNEXURE-A)Model certificate to be submitted as per attached format.</p>	Acceptable/ Not acceptable
19	<p>Documents to be submitted for claiming MSE status:Option 1(valid till 31.03.2021):submission of Udyog Aadhar Memorandum along with CA certificate as per ANNEXURE VIII of NIT.Option 2:Submission of Udyam Registration certificate along with CA certificate as per Annexure-VIII(A) of NIT.</p>	Yes/No
20	<p><b>GST ITC:</b> 1.E-invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than Rs. 500 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplied in E-invoicing system.2.In case the vendor delays or fails to provide all the documents as per the Purchase order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor shall be to vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>	Acceptable/ Not acceptable
21	<p><b>TCS:</b> Please note that with the recent changes in Tax regime and introduction of Sec206C(1H) on sale of goods with effect from 01.10.2020 the vendors in line with the provisions of the said section are to collect TCS @0.075% from 01.10.2020 upto 31.03.2021 and 0.1% from there on Invoice value.The following details are to be noted when vendor is raising TCS claim in line with provisions of Sec206C(1H)1.Vendor should raise /levy TCS in the Tax Invoice itself. No separate debit note will be accepted.2.Vendor should indicate his Pan# and Tan # in the Tax invoice.3.In the purchase order Pan# of BHEL shall appear.4.Vendor should remit the TCS so collected from BHEL and provide TCS certificates with invoice no., invoice date, Amount etc. breakup details.5.If by any chance vendor is not remitting /not able to submit TCS certificates to BHEL on time then the TCS amount with penalty if any applicable will be recovered from vendor in his available bills.6.No TCS is to be levied if TDS is applicable for the invoice transaction.(e.g. O&amp;M cases, Service bills).7.No TCS in case of Export/Import transactions.8.TCS is applicable only for invoices dated 01.10.2020 and afterwards only.</p>	Acceptable/ Not acceptable
22	<p>In case of changes in scope of the tender and/ or technical specifications and commercial terms &amp; conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who are participated in the tender. The techno-commercially qualified bidders will be asked for submitting impact price bid, if any is applicable as per BHEL purchase policy and guidelines.</p>	Acceptable/ Not acceptable
23	<p>GeM Seller ID shall be mandatory before placement of order of the successful bidder.</p>	Acceptable/ Not acceptable
24	<p>MOU format</p>	Acceptable/ Not acceptable
25	<p>BID BOND: 1% of the value of MOU price shall be furnished by the successful vendor through bank guarantee within 30 days of signing MOU (Format as per Annexure).</p>	Acceptable/ Not acceptable

Signature of the tenderer with seal

<b>Bidder's Contact details</b>	
<b>BHEL RFQ No:</b>	SPKSCPV070 dated 12.04.2021
<b>Bidder Name:</b>	
<b>Offer Reference No:</b>	
<b>If already registered with BHEL, vendor code :</b>	
<b>Registered Office Address:</b>	
Telephone No:	
Email:	
<b>Ordering Address:</b>	
Telephone No:	
Email:	
<b>Manufacturing plant Address:</b>	
Telephone No:	
Email:	
<b>Contact person Name :</b>	
Telephone No:	
Mobile No:	
Email :	
<b>Contact person in India ( If any)</b>	
Telephone No:	
Mobile No:	
Email :	

## BANK GUARANTEE FOR MOU

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Delhi – 110049 the concerned division being Industrial systems group, Bangalore (hereinafter called BHEL), having agreed to accept the Bid to execute **PV Modules to 500MW RUMSL Neemuch Solar PV Plant, Madhya Pradesh** submitted by M/s **XXXX**, (hereinafter called “the said Contractor(s)”) the successful L1 vendor for the pre-bid tie-up.

Under terms and conditions of MOU agreement dated ..... made between BHEL and M/s **XXXX** (hereinafter called “the said Agreement”), SUPPLIER has agreed to furnish a Bank Guarantee for Rs. .... (Rupees ..... ), for 1% of the value of the SUPPLIER’S scope as per MOU. This BG shall be valid till a formal Purchase Order is placed on the SUPPLIER.

1. We ..... (hereinafter referred to as “the Bank”) at the request of (indicate the name of Bank) contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
  
2. We .....(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would to or suffered by BHEL by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, out liability under this guarantee shall be restricted to an amount not exceeding Rs.....
  
3. We .....(indicate the name of Bank) undertake to pay to BHEL any money so demanded notwithstanding any dispute or disputes raised by contractor (s) supplier(s) in any suit or processing pending before any court or tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for

payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We ..... (indicate the name of Bank) 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 Agreement and the it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee unless a demand or claim under this guarantee is made on us in writing on or before ..... we shall be discharged form all liability under this guarantee thereafter.
  
5. We .....further agree with BHEL that BHEL 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 Agreement or to extend tim of performance by the said contractor(s) from time to time or to postpone any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, of extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said Conference(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for its provisions, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s)

We .....(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be:

ADDRESS OF THE CONCERNED DIVISION OF BHEL.



Address of the Bank in full

Dated the ..... Day of ..... 19.

Pin Code :

Telegraphic Code :

Telex No. :

Fax No. :

Witness :

For .....  
(Indicate the name of Bank)

1.

2.

## **Memorandum of understanding**

**PROJECT: 500 MW REWA ULTRA MEGA SOLAR LIMITED (RUMSL) SOLAR PARKS, NEEMUCH IN MADHYA PRADESH**

This Memorandum of Understanding made on exclusive basis on this \_\_\_\_\_ between M/s. BHARAT HEAVY ELECTRICALS LIMITED, an existing company registered under the Companies Act, 1956 and having its registered office at BHEL House, Siri fort, New Delhi 110043 (hereinafter called “BHEL”, which expression shall repugnant to the context of meaning thereof, include its successors, legal representatives and assigns) of the ONE PART,

**AND**

M/s.....an existing  
company having its registered office at

.....  
.....

.....(hereinafter referred to as “PV Module Vendor”, which expression shall repugnant to the context of meaning thereof, include its successors and assigns) of the OTHER PART