

1. BHEL will place a single order for supply of Mono crystalline Silicon PV Modules based on the price and commercial terms finalized with the successful vendor.
2. In case of award of work to BHEL by CUSTOMER, PV Module Vendor has agreed to carry out scope of work upon quoted price on back to back basis and other terms and conditions and deviations as agreed with BHEL.
3. WHEREAS PV Module Vendor shall furnish all documents / technical details for bid preparation as per NIT requirements. On securing the Order, Performance Bank Guarantee shall also be furnished by PV Module vendor as per NIT conditions.
4. WHEREAS the parties agree that in so far as applicable the rights and obligations of the Main Contract between the CUSTOMER and BHEL become part of the Agreement between BHEL and Module vendor for agreed scope of work.
5. NOW THEREFORE, in consideration of the above, the following broad understanding is mutually agreed between the parties and their relationship for the project will be guided as follows:

Article 1 – Purpose of Agreement of Association

PV Module Vendor and BHEL will work jointly to execute the project. BHEL will be the prime Bidder and PV Module Vendor will be the Associate for the agreed Scope of work.

Article 2 – Responsibilities of PV Module vendor and BHEL

- i. PV Module vendor's Scope of work will be inline with scope matrix and BHEL's tender specification enclosed along with the customer tender specifications.**
- ii The price quoted by PV Module Vendor will be discussed, negotiated and finalized by BHEL before their submission of BID to CUSTOMER.**
- iii Any further price discounts, to be given to customer by BHEL to secure the order, will be shared by BHEL and PV Module vendor pro-rata for their scope of work after mutual discussion & consent.**
- iv. In case of BHEL getting order for the project from customer, BHEL will place order on PV Module vendor for the respective scope of work based on agreed price and terms and conditions.**
- v The PV Module vendor shall execute his scope of work and adhere to the project completion schedule of BHEL / CUSTOMER. However, during negotiations with customer, if any, adjustment required to be done, the same shall be mutually discussed and agreed.**
- vi. The PV Module vendor shall execute his scope of work, in line with L2 network, to be worked out during detailed engineering and adhere to the project completion schedule.**
- vii. Technical specification shall be as per tender document and all the subsequent discussions with customer, consultant & BHEL. These shall be consolidated and enclosed along with the order on PV Module Vendor.**
- viii. The Technical specification shall be as per clause vii above, however depending on technical discussion with CUSTOMER during execution, PV Module vendor shall agree to the specification as finally accepted by CUSTOMER within Tender scope of work and the performance guarantee parameters pertaining to works without any cost implications. Any**

requirement beyond tender Scope of Work, which will have financial implications, will be discussed jointly with CUSTOMER and the resultant financial implication shall be discussed and mutually agreed upon.

- ix. **BHEL along with PV Module vendor will participate in the discussions with CUSTOMER, as required, to give all technical clarifications.**
- x. **All Commercial Terms and conditions shall be as per tender Documents and the subsequent Minutes of Meeting and correspondence between BHEL and CUSTOMER.**
- xi. **PV Module vendor shall confirm validity of their offer for one month beyond the date Contract is signed with CUSTOMER, in the event of BHEL getting the order.**
- xii. **PV Module vendor shall be fully responsible and liable for the complete execution of its SCOPE OF WORK according to the CONTRACT and shall bear all cost whatsoever connected therewith.**
- xiii. **PV Module vendor shall be responsible for the completion of project as per the agreed schedule for his scope and any other item/work required for completion of his scope of work, shall be included and carried out without any commercial / price implication.**
- xiv. **PV Module vendor shall closely cooperate in order to obtain the award of the CONTRACT from CUSTOMER and to achieve a smooth and complete performance thereof.**
- xv. **The PV Module vendor shall prepare and submit in due time all data and information necessary for the fulfillment of the SCOPE OF WORK.**

- xvi. In case of an order, PV Module vendor and BHEL shall take respective leading role to get the design/ drawing approved by CUSTOMER for respective scope of work.
- xvii. The PV Module vendor is responsible for getting the approval from CUSTOMER for undertaking all works of their scope. BHEL will provide necessary support.
- xviii. PV Module vendor will take entire responsibility for correct design, engineering of PV Module design.
- xix. All drawings, documents, design calculations to the extent applicable shall be submitted by PV Module vendor in requisite numbers. These shall be as per CUSTOMER requirement plus two copies for BHEL's use. PV Module vendor will also furnish the reproducible and CD as per CUSTOMER's requirement plus (1) one set for BHEL's use.
- xx. In case the CONTRACT will not be awarded to BHEL, any claim by the PV Module is excluded.

Article 3 – Exchange of Information & Completeness

The PV Module vendor is obliged to execute the job on the basis of the CONTRACT and this MOU. Separate Purchase Order will be placed on PV Module vendor by BHEL after signing of Contract between BHEL and CUSTOMER.

Each party shall exchange with the other party in a timely manner all necessary information required by the other party, so as to effect full and timely completion of work of the tender/contract.

Article 4 – Confidentiality

Each party shall be obliged to keep in strict confidence, and bind all of its employees / associates and subcontractors to keep in strict confidence all information received directly or indirectly from the other party under this agreement and shall not at any time, disclose such information to any third party without prior written consent of the other party.

Any such disclosure to a third party shall be limited to the extent required for the completion of this PROJECT and the third party shall be bound to the provisions of secrecy and restriction of use as expressed herein.

Press releases, prospectuses and official publications relating to the PROJECT will be agreed upon between the PARTIES beforehand.

Publications concerning only one PARTY's SCOPE OF WORK must contain a suitable reference to the type and scope of the other PARTY's SCOPE OF WORK.

This MOU shall not be disclosed by the PV Module vendor to any third party unless agreed upon by BHEL.

Article 5 – Amendments

In case of any amendment to this agreement, it must be in writing and signed by the duly authorized representatives of both the parties. The provisions of the Article 5 shall survive till expiration or termination of this MOU.

Article 6 – Duration of MOU

This Agreement shall be valid from the date of signing, and continue to be in force, and terminate without prejudice to any antecedent liabilities upon the occurrence of any of the following, whichever is earliest:

- a) By mutual agreement
- b) By substituting this MOU with a detailed Purchase Order

c) If the contract is awarded by CUSTOMER on other Bidder.

Article 7 – Force Majeure

Without prejudice and without antecedent liability, neither party shall be responsible for non-performance or non-fulfillment of any nor all their obligations under this agreement if such non-performance or non-fulfillment is due to “Force Majeure” as defined in the Tender Document of CUSTOMER

Article 8 – EMD/ Security Deposit/ Performance Guarantee/Payment

PV Module vendor shall furnish a Bank Guarantee for 1% of the value of the PV Module vendor’s scope as per MOU within 30 days of signing the MOU. This BG shall be valid till a formal Purchase Order is placed on the PV Module vendor.

BHEL shall agree to furnish DD / Bank Guarantees for EMD for the entire Project, as applicable. PV Module vendor shall furnish all BG for their respective scope of work to BHEL as per Tender/contract conditions agreed with CUSTOMER and BHEL.

Project financing shall be by the respective partners for execution of the project.

All invoicing of PV Module vendor shall be to BHEL. Payment against supply by PV Module vendor shall be made as per commercial terms and condition of contract.

This MOU will be amended with consideration of the development in the PRECONTRACT PHASE and of the final provisions of the CONTRACT.

The failure of any PARTY to enforce at any time any of the provisions of this MOU shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this MOU or any part hereof should elements of this

MOU be discovered to be ineffective, or contain omission's all remaining clauses of the MOU shall continue to be effective.

With regard to the ineffective or missing elements, the PARTIES shall agree upon a correction to these elements which corresponds to the spirit of this MOU as well as its economic purpose and sense, which in any case the PARTIES would have agreed upon, if the ineffective or missing elements would have been discovered before the signature of this MOU.

No. PARTY shall assign or in any way transfer its rights or obligations arising out of the present MOU without obtaining the prior written consent of the other PARTY hereto.

All notices to be given under this MOU shall be in writing and shall be deemed to have been properly given upon dispatch by registered or certified mail or e-mail or telefax to the PARTY's address as set forth below or to such other address as the PARTY may subsequently designate;

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION,
PB NO 1249, PROF. CNR RAO CIRCLE,
MALLESWARAM
BENGALURU- 560012, INDIA
FAX NO: 080 2218 2269**

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Article 9 Arbitration

All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.

The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

For BHARAT HEAVY ELECTRICALS
LIMITED

For

Witnesses:

1)

2)

SPECIAL TERMS

The special terms and conditions mentioned below supersedes the general conditions of contract Doc No. SCPV: PV Module: 002- Rev 02, for contradictory clauses if any.

1. Quotation shall be submitted in **Two part bid,**

Part 1: Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard commercial terms and conditions along with purchase specification, integrity pact, etc if any in a sealed envelope and must be super scribed as "**Techno-commercial Bid**", **bidder name and RFQ number**.

Part 2: Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed "**Price Bid**", **bidder name, RFQ number and item number/quantity**.

All these envelopes (one technical bid and one for price bid) shall be enclosed in a single sealed envelope super scribed with RFQ number, bidder name and due date of tender and any other details as called for in the tender document.

2. Bidders shall confirm **acceptance of technical specification which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.**

3. BHEL standard terms of payment

For Indian bidders:

- 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.

For Foreign bidders:

- 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

4. Terms of delivery :

For Indian bidders - Delivery duty paid (DDP) Project Site

The site address as below,

Sl.no. 1 - 750,000 KW

500 MW Rewa Ultra Mega Solar Limited (RUMSL) Solar Parks, Neemuch in Madhya Pradesh.

Note: Transit insurance to be covered up to DDP project site office.

For foreign bidders -

Sl.no. 1 – 750,000 KW – CIF Mumbai

4. Delivery Schedule: BHEL requires delivery schedule as below:

First lot - 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.