

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 :
name of Bank)

For (Indicate the

Telex No. :

Fax No. :

Witness :

1.

2.

ANNEXURE – D

CONTRACT PERFORMANCE GUARANTEE

This deed of guarantee made this day of 20... by the..... Bank Ltd, (hereinafter referred to as “the Bank”) in favour of Bharat Heavy Electricals Limited, Bangalore having its registered Office at New Delhi with its Unit Office at Bangalore where as M/s..... having its registered office at (hereafter called the “the Contractor”) have entered in to contract with Bharat Heavy Electricals Limited, Bangalore for the supply of vide Purchase Order No dated

1. We Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Bangalore an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.

2. We, Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Bharat Heavy Electricals Limited, Bangalore stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase

Order or by reason of the Contractor’s failure to perform the said Purchase Order. 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 Rs.....

3. We, Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of Bharat Heavy Electricals Limited, Bangalore under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Bangalore certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith) notwithstanding the fact that the said enforcement is effected after the said date For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Bangalore dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank (any one of the BHEL Consortium Banks as per list attached as selected by the vendor) shall be deemed to

be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

4. We,.....Bank Ltd, further agree with Bharat Heavy Electricals Limited, Bangalore that Bharat Heavy Electricals Limited, Bangalore 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 Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Bharat Heavy Electricals Limited, Bangalore against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of Bharat Heavy Electricals Limited, Bangalore or any indulgence by Bharat Heavy Electricals Limited, Bangalore to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bangalore.

We, Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Bangalore in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto setout Bank Seal the..... day month 2021

The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

(1) It should be typed in the Rs. 100 value of stamp paper.

(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.

(3) It should be submitted with bank covering letter with sign and seal of the bank official.

Please note that issuance of the CEBG without meeting the above requirement will render the document invalid.

ANNEXURE - G

BHEL MEMBER BANKS (CONSORTIUM BANKS)

PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH OFFICES ONLY

1 STATE BANK OF INDIA 2 PUNJAB NATIONAL BANK 3 HDFC BANK 4 SYNDICATE BANK 5 CANARA BANK 6 INDIAN BANK 7 ST. BANK OF HYDERABAD 8 ICICI BANK 9 STANDARD CHARTERED BANK 10 UCO BANK 11 KOTAK MAHINDRA 12 ORIENTAL BANK OF COMMERCE 13 STATE BANK OF TRAVANCORE 14 CENTRAL BANK 15 IDBI BANK 16 FEDERAL BANK 17 HSBC LTD 18 DEUTSCHE BANK 19 CORPORATION BANK 20 CITI BANK 21 BANK OF BARODA 22 ABN AMRO BANK 23 UNITED BANK OF INDIA 24 VIJAYA BANK 25 UNION BANK OF INDIA 26 PUNJAB & SIND BANK 27 ANDHRA BANK 28 BANK OF INDIA 29 AXIS BANK

The list of BHEL approved consortium bank may be updated from time to time. Please check with the purchasing executives for correctness.

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 thisbetween 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 "PCU Vendor", which expression shall repugnant to the context of meaning thereof, include its successors and assigns) of the OTHER PART,

AND

M/s.....an existing company having its registered office at(hereinafter referred to as "PCU Vendor", which expression shall repugnant to the context of meaning thereof, include its successors and assigns) of the OTHER PART.

1. BHEL will place a single order for supply of PCU based on the price and commercial terms finalized with the successful vendor.
2. In case of award of work to BHEL by CUSTOMER, PCU 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 PCU Vendor shall furnish all documents / technical details for bid preparation as per NIT requirements. On securing the Order, Contract Performance Guarantee shall also be furnished by PCU 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

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

Article 2 – Responsibilities of PCU vendor and BHEL.

- i. PCU vendor's Scope of work will be in line with scope matrix and BHEL's tender specification enclosed along with the customer tender specifications.
- ii. ii The price quoted by PCU Vendor will be discussed, negotiated and finalized by BHEL before their submission of BID to CUSTOMER.
- iii. iii Any further price discounts, to be given to customer by BHEL to secure the order, will be shared by BHEL and PCU vendor pro-rata for their scope of work after mutual discussion & consent.
- iv. iv. In case of BHEL getting order for the project from customer, BHEL will place order on PCU vendor for the respective scope of work based on agreed price and terms and conditions.
- v. v The PCU 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. vi. The PCU 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. 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 PCU VENDOR.
- viii. viii. The Technical specification shall be as per clause vii above, however depending on technical discussion with CUSTOMER during execution, PCU 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. ix. BHEL along with vendor will participate in the discussions with CUSTOMER, as required, to give all technical clarifications.
- x. 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. xi. 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. xii. 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. xiii. 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. xiv. 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. xv. vendor shall prepare and submit in due time all data and information necessary for the fulfillment of the SCOPE OF WORK.
- xvi. xvi. In case of an order, vendor and BHEL shall take respective leading role to get the design/ drawing approved by CUSTOMER for respective scope of work.
- xvii. xvii. The vendor is responsible for getting the approval from CUSTOMER for undertaking all works of their scope. BHEL will provide necessary support.

- xviii. xviii. vendor will take entire responsibility for correct design, engineering of PCU.
- xix. xix. All drawings, documents, design calculations to the extent applicable shall be submitted by vendor in requisite numbers. These shall be as per CUSTOMER requirement plus two copies for BHEL's use. vendor will also furnish the reproducible and CD as per CUSTOMER's requirement plus (1) one set for BHEL's use.
- xx. xx. In case the CONTRACT will not be awarded to BHEL, any claim by the VENDOR is excluded.

Article 3 – Exchange of Information & Completeness

The vendor is obliged to execute the job on the basis of the CONTRACT and this MOU. Separate Purchase Order will be placed on 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 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 BHEL.

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

vendor shall furnish a Bank Guarantee for 1% of the value of the 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 MMS Super Structure vendor.

BHEL shall agree to furnish DD / Bank Guarantees for EMD for the entire Project, as applicable. 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 vendor shall be to BHEL. Payment against supply by 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

For

.....

LIMITED

Witnesses:

1)

2)