

	BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION	EOI Ref: MANPVT0005
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BHEL SBD Herewith Publishes

Expression of Interest

(EOI)

and

Invites Prospective vendors to partner with BHEL

for

Entering into TC-MOU (Techno-commercial Memorandum of Understanding) and Pre- bid tie up for Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring for Floating Solar PV Projects across India

Ref: MANPVT0005 Dated 02.01.2025

Due Date of Receiving duly filled EOI: 13.01.2025 14:00 Hrs or as mentioned in BHEL website

About BHEL

BHEL is India's largest engineering and manufacturing enterprise, operating in the energy, industry and infrastructure sector. Company was established in the year 1964 and since then it has been "Making in India" offering comprehensive products, systems, and services in various areas including power generation (thermal, hydro, gas, nuclear, and solar PV), transmission, transportation, defence, aerospace, oil and gas, and emerging sectors like battery energy storage systems and electric vehicle chargers. BHEL has been instrumental in developing the country's power generation capacity, contributing to core industrial and strategic sectors since the time of its humble beginning. The company's commitment toward its customer is evident through wide range of product portfolio, development and absorption of new technologies, consistent investment of more than 2.5% of its revenue on R&D and innovation, establishment of world-class manufacturing facilities and offering sustainable business solutions. Apart from serving customers, BHEL has been supporting communities through programs like skill development, promoting health, hygiene, education, cleanliness and environmental protection, thus contributing to the society as a whole.

The purpose of publishing this EOI is to provide opportunities to probable vendors who can partner with BHEL for Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring for Floating Solar PV Projects across India.

Note: BHEL reserves its right to independently verify the documents submitted and visit the vendor works for assessment. Necessary arrangements shall be made by the prospective vendors

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All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://bhel.com> only. Bidders should regularly visit this website to keep themselves updated.

Queries:

Bidders to note that any queries related with EOI are to be submitted online only at Email ID provided in Table A with CC to **k.manoj@bhel.in**. Queries/clarifications received in any other form are liable to be unanswered. A reply from the concerned will be given on the same Email ID.

Table A

Description	Email Id
For Technical Queries	vijayk.choudhary@bhel.in
For General & Commercial Queries	k.manoj@bhel.in
For submission of offers against EOI	technicalbid-epd@bhel.in

Submission of EOI

Offers against EOI to be submitted on Email address to **technicalbid-epd@bhel.in** with subject as Ref: **MANPVT0005 Dated 02.01.2025 “Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring for Floating Solar PV Projects across India” (Mail size should not be more than 20 MB. In case the size is larger, offer can be submitted partwise in multiple mails).**

Following documents to be attached while submitting EOI:

1. Annexure I (Duly filled, signed, stamped on official letterhead)
2. Annexure II- Non-Disclosure Agreement (Duly filled, signed, stamped on official letterhead)
3. Documents in support of Pre-Qualification Requirements- Technical
4. Technical offer, comprising of technical specification/Product Catalogues/Datasheets/Drawings/ QAP/ Test report etc
5. Signed SCC, GCC and other formats as mentioned in the tender
6. Documentary evidences for Manufacturing capabilities
7. Any other supporting documents relevant for qualification of offer

Note: Bidders may adopt this mode at their own risk. BHEL does not own any responsibility /liability for delays in receipt / loss of secrecy of such offers.

No physical offers for EOI will be accepted.

Plant Location details:

BHARAT HEAVY ELECTRICALS LTD
SOLAR BUSINESS DIVISION

Prof. CNR Rao Circle,

Opp. Indian Institute of Science,

Malleswaram Bangalore – 560012 India

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ANNEXURE – I

FORMAT FOR SUBMISSION OF EOI

(to be printed on the official letterhead of the APPLICANT)

To,

Mr. Vinay Kumar
AGM-Materials Management
BHEL SBD Bengaluru-560012

Dear Sir,

Subject: Submission of Expression of Interest Ref: MANPVT0005 Dated 02.01.2025 **“Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring for Floating Solar PV Projects across India”**

With reference to your EOI inviting notice Ref: MANPVT0005 Dated 02.01.2025 and after examining the detailed documents and other details mentioned in the EOI document, I/We hereby offer to submit my /our Expression of Interest.

1. All the annexures and documents necessary in this connection are enclosed hereto. All the documents/ photocopies of the documents have been self-attested by me/us and BHEL is free to reject our offer if any of the documents/photocopies of the documents is/are found to be false or forged.
2. I/we, hereby also declare(s) that I/we have read all terms and conditions in the EOI and all terms and conditions mentioned in the EOI are acceptable. I herewith submit duly signed and accepted Non Disclosure Agreement as per Annexure II.
3. I/we, hereby also declare(s) that my/our organisation/firm is not debarred/ blacklisted by any Central/State Govt. department, agency, PSUs/ Institution/ Agencies/ Autonomous organization.
4. The information sought from me as per the EOI notice is enclosed to this letter.

Yours Faithfully,

(Signature & Stamp of Authorised Signatory)

Name

Designation:

Date:

Place:

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ANNEXURE II

NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____
(Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, EPD's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.


I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place: - _____ Date: - _____

Name

Company


Signature

	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: Design Supply and Assembly of Floating System and Associated Anchoring & Mooring Ref: MANPVT0005
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These Conditions shall be read in conjunction with GCC. In case of any conflict or inconsistency, the requirement of this SCC shall prevail over the GCC.

The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)


1.	Type of Contract	Tender invitation- Expression of Interest for Entering into TC-MOU (Techno-commercial Memorandum of Understanding) and Pre- bid tie up for Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring for Floating Solar PV Projects across India
2.	Item Details	Design, Supply and Assembly of Floating System and Associated Anchoring & Mooring as per BHEL Technical Specifications DOC NO: PS-439-1386 - Rev 01
3.	Consignee/Delivery address	<p>Shall be informed at the time of floating of NIT (Purchase Inquiry).</p> <p>Consignee address in LR should be strictly as per above.</p>
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED - SOLAR BUSINESS DIVISION (SBD), (Formerly known as ELECTRIC & PHOTOVOLTAIC DIVISION) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012.
5.	Buyer IEC CODE/GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
6.	Buyer Email ID	For Commercial Clarifications: k.manoj@bhel.in For Technical Clarifications: vijayk.choudhary@bhel.in
7.	Mode of Dispatch	By Sea / Road / Air / Rail. Note: It is Vendor's responsibility to ensure availability of Trucks/ships/ Airplanes/Train schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> Part shipment is allowed. Transshipment is allowed. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. By ROAD/SEA/AIR All import formalities are to be taken care by the respective packages seller /
8.	Price basis	<p>BHEL will finalize TC MOU with qualified and registered bidders.</p> <p>Subsequently, based on BHEL requirement, NIT (purchase enquiries) shall be floated for obtaining offer including price bids. (Note: price Bid is not to be submitted along with TC MOU offer)</p> <p>Price Basis for such enquiries floated shall be as follows: Indigenous purchase – Ex-WORKS, inclusive of packing & forwarding charges. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to the consignee address as per clause no. 3 above as mentioned in the enquiry. Insurance is in the scope of BHEL. All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables & paid to Government by BHEL.</p>

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9.	Evaluation of Offer	Shall be specified later during floating the NIT (Purchase Inquiry)
10.	Price Variation	Not Applicable. Prices shall be firm till the completion of contract. The bidder shall design the floating platforms as per the PV Module wattage details specified in Annexure-I of Technical specifications. The quoted cost shall be based on minimum wattage of Modules and DC capacity specified in Annexure-I and BOQ. However, there is a contract price adjustment on account of variation of PV module wattage supplied by BHEL. Price variation shall be adjusted as per the formula as per Technical specifications
11.	Change of Scope	In case of changes in scope of the tender and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation and before Price bid Opening, the same will be communicated only to the bidders who have participated in the tender. The techno-commercially qualified bidders shall be asked to submit Impact Price bid, as
12.	Quantity Splitting	Shall be specified later during floating the NIT (Purchase Inquiry)
13.	Quantity Variation	Shall be specified later during floating the NIT (Purchase Inquiry)
14.	Reverse Auction	Shall be specified later during floating the NIT (Purchase Inquiry)
15.	Delivery Period	As per schedule mentioned in Technical Specifications:
16.	Transit Insurance within India	In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order. Prior Dispatch, intimation shall be issued to Insurance agency by the supplier about the value of consignment, dispatch details, along with one set of documents consisting of LR copy, Packing List, Challan indicating the items dispatched (with their weights).
17.	Unloading at SBD/project site	In the scope of BHEL.
18.	Paying authority	Paying authority shall be: For supply & services: BHEL – SBD, Bangalore Clause 9.2.4 of GCC is appended as follows: Certification for Service Bills can also be submitted digitally signed by BHEL as well as the supplier.
19.	Payment terms	Shall be specified later during floating the NIT (Purchase Inquiry)
20.	Documents to be Submitted by Seller / Contractor for Claiming Payment	Shall be specified later during floating the NIT (Purchase Inquiry)
21.	Guarantee/Warranty period	As per technical specifications.
22.	Submission of Performance Bank Guarantee (PBG) or	Applicable PERFORMANCE SECURITY (PS) shall be submitted by the bidder for an amount equivalent to 10% of the contract value Excluding Taxes & Duties on FOR Destination price.

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	Security Deposit (SD), hereafter referred as Performance Security (PS)	<p>Performance security shall be valid for Product Warranty period as per Technical Specifications.</p> <p>Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security shall be submitted by the successful bidder after the award of contract.</p> <p>Modes of deposit: Performance security may be furnished in the following forms:</p> <p>I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>III. 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).</p> <p>IV. 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).</p> <p>V. Insurance Surety Bond.</p> <p>(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)</p> <p>Performance security is to be submitted within 10 days from the date of Letter of Intent (LOI)/ Purchase Order (PO) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations</p> <p>Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p> <p>In case of delay in submission of Performance security, enhanced Performance security which would include interest (SBI MCLR rate+6%) for the delayed period, shall be submitted by the bidder. Further, Performance security is not submitted till such time the first bill becomes due, the amount of Performance security due shall be recovered as per terms defined in Tender/contract, from the bills along with due interest</p>
23.	Submission of Bank Guarantee or Security deposit for Pre-bid Tie up MOU	<p>MOU shall be finalized with the Qualified bidder by BHEL as per draft format enclosed.</p> <p>MOU shall be valid for Within 30 days of signing the MOU, 1% of the value of MOU shall be submitted in the form of Bank guarantee or Security deposit during the validity period of MOU.</p>

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24.	MOU FORMAT	The MOU Format attached with the NIT is tentative. The same will be finalized with the qualified bidders on mutually agreed contract and legal terms and conditions.																											
25.	Integrity Pact	<p>APPLICABLE (As per attached Format)</p> <p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="469 569 1453 779"> <tr> <th>Sl. No.</th><th>IEM</th><th>E-Mail</th></tr> <tr> <td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/Three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note:</p> <p>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p>For all clarifications/ issues related to the tender,</p> <table border="1" data-bbox="436 1352 1239 1556"> <tr> <td>NAME</td><td>MANOJ K</td><td>A K NIVED KUMAR</td></tr> <tr> <td>DEPT.</td><td>MM</td><td>MM</td></tr> <tr> <td>ADDRESS</td><td>BHEL SBD BENGALURU</td><td>BHEL SBD BENGALURU</td></tr> <tr> <td>PHONE</td><td>080-22182233</td><td>080-22182149</td></tr> <tr> <td>EMAIL</td><td>k.manoj@bhel.in</td><td>aknived@bhel.in</td></tr> </table>	Sl. No.	IEM	E-Mail	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	NAME	MANOJ K	A K NIVED KUMAR	DEPT.	MM	MM	ADDRESS	BHEL SBD BENGALURU	BHEL SBD BENGALURU	PHONE	080-22182233	080-22182149	EMAIL	k.manoj@bhel.in	aknived@bhel.in
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PHONE	080-22182233	080-22182149																											
EMAIL	k.manoj@bhel.in	aknived@bhel.in																											
26.	Progress Review	<p>The vendor shall continuously monitor the progress of all activities specified in the contract and shall submit a detailed progress report periodically to the BHEL on a weekly basis. If the progress of an activity is delayed relative to the dates planned, the progress report shall explain this and state the corrective actions being taken to remedy the delay. In such case the vendor shall not get any extension of time or Additional cost reimbursement.</p> <p>Vendor shall, as and when required by BHEL, participate in the review meetings conducted by BHEL SBD (Bangalore), BHEL-SBD office (New Delhi) & Site office</p>																											

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27.	Price basis for MOU	In case of Pre-bid Tie up with BHEL, in event of price reduction during negotiation with Customer, corresponding reduction will be passed on to BHEL's vendor.
28.	Delivery Failure and Termination/ Liquidated Damages	<p>Applicable as per Cl. No. 16 (Page 17 of 28) of GCC RO.</p> <p>Clause No. 16.2.1 of GCC to be read as:</p> <p>Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (including elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p>NOTE:</p> <ol style="list-style-type: none"> 1. LR/RR date for indigenous supplies and AWB/BL date for foreign supplies shall be treated as the date of delivery for levying LD as per Clause 16. 2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s). <p>If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value. (including taxes, duties and freight)</p>
29.	Inspection Agency	Applicable by BHEL/BHEL's Customer/BHEL Nominated Agency
30.	Organization Chart	The bidder shall submit the overall organization chart along with contact details/mobile no. of officials dealing with this contract package for engineering, supply, Quality, etc. immediately after receipt of PO.
31.	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 issued by Govt. of India (copy enclosed).</p> <p>"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 , 04.06.2020 , 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/ POI WO against 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>Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:</p> <p>https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf</p> <p>https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</p> <p>https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</p> <p>https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</p> <p>https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</p>

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		<p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-1(A) for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or Annexure-1(B) for procurement value more than Rs. 10.00 Crore.</p>
32.	Purchase from SEZ in India	<p>Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.</p>
33.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	<p>Clause No. 4.1, 4.2 & 4.3 of GCC to be read as:</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB.</p> <p>4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.</p> <p>CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.</p>
34.	OTHER TAXES & LEVIES (Clause No. 4.4) (Applicable only for Indian Bidders)	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.2 OTHER TAXES & LEVIES</p> <p>All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.</p>
35.	CUSTOMS DUTY (Clause No. 4.5 of GCC) (Applicable only for Indian Bidders)	<p>Clause No. 4.5 of GCC to be read as:</p> <p>4.3 CUSTOMS DUTY</p> <p>4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices.</p> <p>4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p> <p>4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.</p>