



**SOLAR BUSINESS
DIVISION**

**NOTICE INVITING TENDER
(NIT)
Rev 05**

**TENDER NO.
TGPWCC0037**

2025

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION, BENGALURU
TENDER DOCUMENT**

Name: PRAGADEESH T G

Designation: Sr. Manager/WCC

BHEL- SBD, Bengaluru



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NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Undertaking) invites Tender for Selection of Solar Power Developers for Grid Connected Rooftop Solar Project of 1130 kWp for Sale of Solar Power for a period of 25 Operational Years under RESCO Model on Net-metering Basis at Bharat Heavy Electricals Limited, SBD, Bangalore.
2. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only.
3. BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested vendors who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in> through "Online Bidder Enrolment" link available on the portal.
4. Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the "Seller Manual" available on the above-mentioned website.
5. For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. PRAGADEESH T G, Sr. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: pragadeeshtg@bhel.in

Ph. No. +91-080-2218-2232

Mr. Vinay Kumar, AGM / Works Contract Cell, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: vinay@bhel.in

Ph. No. +91-080-2218-2435

(ii) Technical:

Mr. Vijay K Choudhary Sr Manager/PV-Engg
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: vijayk.choudhary@bhel.in

Ph. No. +91-080-2218-2282

Mr. Jubburu Krishna, Dy. Manager/ PV-Engg
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

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GENERAL BID INFORMATION

Tender Reference Number:	TGPWCC0037
Tender Name:	Selection of Solar Power Developers for Grid Connected Rooftop Solar Project of 1130 KWp for Sale of Solar Power for a period of 25 Operational Years under RESCO Model on Net-metering Basis at Bharat Heavy Electricals Limited, SBD, Bangalore.
Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
Tender Type	Open Tender
Duration of Contract	25 Years
Qualifying Requirement	As per NIT Terms & Conditions
Earnest Money Deposit to accompany Tender	INR 11,30,000.00 (Indian Rupees eleven lakhs thirty thousand only) This is a work contract and MSE exemption is not available and it is mandated that MSE to submit EMD. However, only start-ups are exempted from submission of EMD
Start-up and MSE Exemption for Years of Experience and Turnover	Not Applicable
Cost of Tender documents	NIL
Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in



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Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
Tender Submission Place	Online at https://eprocurebhel.co.in
Tender Opening Place	Online at https://eprocurebhel.co.in
Dealing Officer (For any Clarifications)	Pragadeesh T G Sr. Manager – Works Contract Cell Contact No.: 080-2218-2232 Email: pragadeeshtg@bhel.in
Relaxation of Norms for Start-ups and MSEs in Public procurement regarding Prior Experience – Prior Turnover criteria	Not Applicable.
Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024 as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
Bid participation note	Firms debarred/Banned by BHEL are not eligible to participate in the tender. Any bidder on whom Show Cause Notice / Risk & Cost action initiated/implemented in last 2 years from tender opening date are not eligible for participation in this tender. The tender envelope submitted by such a firms/ bidder will not be considered for evaluation and no communication in this regard will be entertained.



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SECTION-1: INSTRUCTIONS TO BIDDERS (ITB)

1.1. OVERVIEW OF NIT

- 1.1.1. Solar Power Developers (hereinafter referred to as SPD) selected by M/s BHEL, SBD based on this NIT, shall set up 1130 kWp Solar PV Projects in RESCO Model in accordance with the provisions of this NIT document and standard Power Purchase Agreement (PPA). PPA format is part of this NIT.
- 1.1.2. M/s BHEL, SBD shall enter into PPA for the project with successful SPD for a period of 25 years. The tariff payable to the Project Developer is fixed for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.

1.2. OBTAINING NIT DOCUMENT

- 1.2.1. The NIT document can be downloaded free of cost from the website of BHEL GePNIC (Bharat Heavy Electricals Limited, SBD) Portal <https://eprocurebhel.co.in>.

Note: - Interested bidders have to download the NIT & other documents after logging into the BHEL GePNIC (Bharat Heavy Electricals Limited, SBD, Bangalore) Portal <https://eprocurebhel.co.in>.

- 1.2.2. The bids without EMD, shall not be considered for the bidding and such bids shall not be opened by BHEL.

1.3. BID SUBMISSION DATE AND BID OPENING DATE

- 1.3.1. The bidding methodology adopted for this Project shall be Single Stage Two bid system i.e. the Bidders shall upload their Project proposals (Both Techno-Commercial and Financial Bids within due date and time) in line with this NIT document.
- 1.3.2. The last date for submission of bids is indicated in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above.
- 1.3.3. Techno-Commercial bids shall be opened as per the schedule indicated on the Bid Information Sheet. Date of opening of financial bids shall be notified on BHEL's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

1.4. SELECTION OF SUCCESSFUL BIDDER:

The bidding shall be conducted through an 'e-bidding' followed by e-reverse auctioning process. Refer NIT for e-auction details.



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1.5. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE BANK GUARANTEES (PBG)

- 1.5.1. Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
- 1.5.2. Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents
- 1.5.3. Modes of deposit: The EMD may be accepted only in the following forms:
- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - (iv) Fixed Deposit Receipt (FDR) 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)
 - (v) Insurance Surety Bonds
- 1.5.4. In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank as per format F-13. The Bank Guarantee in such cases shall be valid for at least six months from the date of tender opening.
- 1.5.5. **Forfeiture of EMD:** EMD by the Tenderer will be forfeited as per NIT conditions, if:
- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required PBG or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- 1.5.6. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of award of work.
- 1.5.7. EMD shall not carry any interest.
- 1.5.8. EMD of successful tenderer will be retained as part of Security Deposit.

1.6. Performance Bank Guarantee (PBG):

- 1.6.1. Bidder selected based on this NIT shall submit Performance Bank Guarantee for a value of Rs. 40 lakhs before signing of PPA or 21 days from the date of issue of letter of Intent (LOI) whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format F-4 from the date of signing of PPA.
- 1.6.2. The Performance Bank Guarantee shall be submitted for an amount of Rs. 40 lakhs. On submission and successful verification of Performance Bank Guarantee, the EMD shall be returned by BHEL to the successful Bidder.



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- 1.6.3. The PBG shall be valid for the complete tenure of PPA on full/renewal basis. The PBG shall preferably be for full tenure of 25 year or shall be submitted in the break up tenure of 10 years +10 years and 5 years only with mandatory auto extension of bank guarantee clause.
- 1.6.4. The format of the PBG FORMAT F-4 shall be in the form as given and any deviation from the above Formats may result in rejection of the PBG.
- 1.6.5. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company/ Lead Member of the Bidding Consortium.
- 1.6.6. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

1.7. POWER PURCHASE AGREEMENT

- 1.7.1. BHEL shall enter into Power purchase agreement (PPA) with the Bidder selected based on this NIT. A draft format of Power Purchase Agreement to be executed between BHEL and the selected SPD is part of this NIT. The terms & conditions are given in detail in PPA format. Any contradiction in terms of Technical Specification of the project and PPA format terms & Conditions, PPA terms & conditions shall supersede. Bidder is requested to go through PPA format thoroughly and make their offer accordingly. The PPA shall be signed within 30 days of the date of issue of Letter of Intent (LOI)/Work order. The PPA shall be valid for a period of 25 years from the date of signing as per the provisions of PPA.
- 1.7.2. The Performance Bank Guarantee as per NIT, shall be submitted by the SPD prior to signing of PPA of the project. Before signing of PPA with the selected Bidder for the project. BHEL will verify the documents furnished by the Bidder at the time of submission of response to NIT including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the NIT Qualification Requirement and financial requirements mentioned elsewhere in NIT. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this NIT will be applicable.
- 1.7.3. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and BHEL.
- 1.7.4. Successful bidders will have to submit the required documents to BHEL within 21 days from the issue of LOI. In case of delay in submission of documents beyond the 21 days as mentioned



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above, BHEL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

- 1.7.5. Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LOI for the projects. In extraordinary cases of unavoidable delays on the part of BHEL in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.
- 1.7.6. In case of termination of agreement (premature or after completion of 25 years), the SPD will remove the assets from allocated land within 90 days, failing which, the infrastructure will be the property of BHEL. Cost of removal the assets shall be recovered from vendor PBG.
- 1.7.7. No interest shall be payable by BHEL on earnest money or PBG or any money due to the SPD/Bidder by BHEL.

1.8. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- 1.8.1. The Project shall achieve Financial Closure within 03 (Three) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective Date of the PPA is 01-06-2025, then scheduled Financial Closure date shall be 01-09-2025). At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit a certificate from all financing agencies regarding the 100% tie-up of total cost indicated for the Project.
- 1.8.2. In case of delay in achieving above condition as may be applicable, BHEL shall encash Performance Bank Guarantees, unless the delay is on account of delay from BHEL, or due to Force Majeure as per PPA. An extension maximum of One Month from scheduled Financial Closure date can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1000/- per day per MW+18% GST. This extension will not have an impact on the Scheduled Commissioning Date of the Projects. Subsequent to the completion of deadline for achieving financial closure, BHEL shall issue notices to the SPD of not meeting the requirements of Financial Closure as per the NIT deadlines. The notice shall provide a period of 7 business days to the SPD to either furnish the necessary documents or make the above-mentioned payment of INR 1,000/ MW/ day+18% GST. In case of non-submission of either the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, BHEL shall encash the PBG of the SPD and terminate the PPA. The amount of INR 1000/ MW/ day+18% GST shall be paid by the SPD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by BHEL.



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- 1.8.3. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year RBI Repo rate/annum +18% GST on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.
- 1.8.4. The SPD will have to submit the required documents to BHEL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, BHEL, shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.
- 1.8.5. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD/Bidder by BHEL.

1.9. STRUCTURING OF THE BID SELECTION PROCESS

The bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to NIT. Single stage, two-part bidding followed by e-reverse auction has been envisaged under this NIT. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this NIT online. The preparation of bid proposal has to be in the manner described in NIT.

Online submission of bid proposals by Bidders in response to NIT shall be in the manner described below:

1. Covering Letter as per **Format F-1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium in original as per **Format F-2**. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. Earnest Money Deposit (EMD).
4. Format for Financial Requirements as per **Format F-3** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
5. Performance Bank Guarantee (to be submitted by the successful bidder at the time of signing of PPA) in the form as per **Format F-4**.



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6. Board Resolutions, as per prescribed formats enclosed as **Format F-5** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to NIT and in the event of selection of the Project, to sign the PPA with BHEL and Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

7. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format F-6** along with Board resolution from each Member of the Consortium for participating in Consortium.

8. Declaration by the Bidding Company for the Proposed Technology break-up as per **Format F-7**.

9. Disclosure as per **Format F-8**.

10. Format for financial proposal (**Format F-9**)

11. Format for Financial Closure in line with NIT (**Format F-10**)

12. No Deviation Certificate as per mentioned in **Format – F-11**

13. Preliminary estimate of Cost of the solar PV Project as per **Format – F-12**

14. Format for Bank Guarantee for EMD (**Format F-13**)

15. Format For conflict of interest (**Format F-14**)

16. Format for Integrity Pact (**Format F-15**)

17. Supporting Documents:

a. Memorandum of Association, Article of Association and Certificate of Incorporation of the Bidding Company/all member Companies of the Bidding Consortium needs to be attached along with the bid.