

- a. BHEL, Jhansi (for 800KW) are 25.32584°N 78.52279°E. The coordinates of the designated roof area are 25.32584°N 78.52279°E
 - b. BHEL, Varanasi (for 500 KW) are 25.36693 N, 82.92871 E. The coordinates of the designated roof area are 25.36693 N, 82.92871 E.
2. The Projects shall be set up under the RESCO/BOOM Mode, as defined by MNRE. The scope of supply & work of the SPD, inter alia, includes obtaining No Objection Certificate (NOC) if required from the Distribution Company (DISCOM) for grid connectivity, complete design, engineering, supply, storage, civil work, erection, electrical work, testing & commissioning of the RTSPV Project including Operation and Maintenance (O&M) of the project for the term of the PPA. The O&M of the Project may include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/Power Conditioning Unit (PCU), Transformers, spares, cables, consumables & other parts for the PPA term. The roofs available in factory are not necessary to be located near by and there may be different roofs in factory area as per availability. So, SPD shall ensure cabling and other accessories for connecting the power of all associated roofs to central location inside the factory. Obtaining metering system as applicable at time of connectivity and grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the UPERC or the DISCOM (UPPCL -concerned DISCOMs).
 3. The SPD shall abide by all Statutory Laws, By Laws, Labour Laws, Factory laws, etc.
 4. The roof identified for the project shall be made available to the SPD by BHEL, given under “Right-to-Use basis” to the SPD. The SPD shall set up a Solar PV Power Project of 1300 KW capacity including setting up of the evacuation network up to the nearest substation/electrical network owned by BHEL, on Build Own Operate & Maintain (BOOM) basis, at SPD’s own cost. The scope of SPD also includes setting up of power evacuation system including step up transformer (if required), overhead lines/UG cables etc. and connecting to BHEL grid. The SPD shall also provide metering arrangement at/near the Delivery point as per the CEA Metering Regulations, 2006 and its latest amendments. BHEL shall provide suitable accommodation for placing the inverter and SCADA panels in near by area as per availability. However the SPD will have to do electrical and other connections up to that locations.
 5. The roof shall not be used for any other purpose other than the purpose mentioned at sub-**clause 2 of 3.5**.
 6. All the necessary permits and licenses required for construction and operation of the Solar Power Plant shall be obtained by the SPD. The roof for the Project shall be made available to the Project developer on ‘as-is where-is basis’, by BHEL through “Right-to-Use basis on free of cost”.
 7. The SPD shall make necessary arrangement for meeting water requirement for power project. The SPD shall make necessary arrangements for tapping water from the nearest water source available with BHEL. This water shall be provided on chargeable basis. The tariff for water consumption shall be same as the prevailing rates of BHEL respective units. Preferable water harvesting facility shall be planned by SPD. Also if existing drainage system of roof is not sufficient to cater water drainage of Solar plant than SPD will construct new drainage system at its own cost.
 8. All permits and clearances required for setting up the Project including those required from State/Central Government and local bodies shall be in the scope of the SPD. However, BHEL will arrange for the Connectivity Letter from concerned authorities to the SPD.

3.6 Capacity of the Project

Solar power Project shall be of total capacity of 1300 KW AC capacity at two units,

1. 800 KW Rooftop solar plant in BHELTP, Jhansi

2. 500 KW Rooftop solar plant in BHEL HERP, Varanasi

at the interconnection point of HT/LT system at 11 KV & 33 KV substation of respective BHEL Plant.

b). The SPD shall demonstrate the contracted capacity at the delivery point, as defined in the Commissioning procedure enclosed in Annexure-B. It may be noted that the bidders are required to bid for the entire capacity of 1300 KW of the Project and part capacity allocation is not envisaged in this NIT.

3.7 Selection of successful Bidder

The bidding shall be conducted through an 'e-bidding' followed by e-reverse auctioning process and the interested bidders shall be required to register themselves on a web-based portal <https://eprocurebhel.co.in> of BHEL for the process. After bid opening, Techno-commercial bids submitted by those Bidders who have furnished EMD shall be evaluated by BHEL based on Qualifying Criteria stipulated in section 4. The evaluation of bids and methodology of allocation of Project is as described in Section 5.

It may be noted that BHEL reserves the sole discretion to conduct/not conduct e-reverse auction.

3.8 Connectivity with the Grid

- a) The plant should be designed for interconnection with the LT/HT systems of 415V or 11 KV/33 KV Substations of respective BHEL Plant. To maximize utilization of energy from Roof Top Solar plant, energy produced from Solar plant will be evacuated to both 415V or 11 KV/ 33 KV supply systems. Bidder may visit site for proper understanding of interconnection requirements of BHEL in both places, before quoting.
- b) LT & HT system of 415V or 11 KV Sub Station of 33 KV Sub Station distance from different roof may be in hundreds of meters. Same shall be accessed by bidder before quoting.
- c) SPD may connect HT or LT side of 33 KV & 11 KV. All types of accessories i.e. cables, step up Transformer (if required) etc. is in scope of SPD.
- d) The Project should be designed for interconnection with the grid in accordance with prevailing CERC/SERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA), and any other regulations of the concerned DISCOM where the Project is located. Minimum voltage level for interconnection with the grid shall be as determined by the respective DISCOM.
- e) The responsibility of getting connectivity and necessary approvals for grid connection and applicable metering system of DISCOM shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its risk and cost.
- f) As the proposed interconnection point is not feasible for establishment of metering as per CEA metering regulations, 2006 and its latest amendments, SPD shall create a separate infrastructure (for e.g., a four-pole structure or any structure which is suitable for meeting the requirements of CEA metering regulations) for metering point and connect the metering point to the delivery point through an underground HT cable whose procurement, laying as per the IS 1255-1983 and its latest amendments and termination at the delivery point shall be in the scope of the SPD..
- g) The scheduling of the power from the project as per the applicable regulation, if required, shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting such as UI charges etc. shall be on the account of SPD.
- h) Reactive power charges, if required, as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA
- i) Metering arrangement of project shall have to be adhered to in line with relevant clause of PPA.

3.9 Power Generation by Solar Project Developer

(i) Criteria for generation

- The SPD will declare the minimum annual CUF of the Project at the time of submission of response to NIT as per the table at Annexure – J, which shall be allowed to be modified at the time of signing of PPA if the modified CUF is more than the minimum CUF as mentioned in Annexure – J. Thereafter, the CUF for the Projects shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than the CUF mentioned as per the table in Annexure – J.
- SPD shall maintain generation so as to achieve annual CUF value as mentioned in the table as per Annexure – J till the end of the PPA duration of 25 years. The minimum CUF as mentioned for each year will, however, be relaxable by BHEL for that year to the extent of non-availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

(ii) Shortfall in generation

- If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF below the lower limit of CUF declared by the SPD, on account of reasons solely attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation as payable to BHEL and shall duly pay such compensation to BHEL.
- The compensation shall be equal to the excess tariff payable by respective BHEL manufacturing units (prevailing tariff determined by the DISCOM as applicable to BHEL including all taxes) over and above the PPA tariff
- The determination of compensation shall as per terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.
- If the SPD is not able to generate minimum energy corresponding to the annual CUF or CUF declared by the SPD on account of reasons solely attributable to the SPD continuously for three years, then the amount of compensation payable shall be ***doubled over the actual compensation payable for the third year.***
- If the SPD is not able to generate minimum energy corresponding to the annual CUF or CUF declared by the SPD on account of reasons solely attributable to the SPD continuously for five years then BHEL reserves the right to terminate PPA without notice and SPD shall cease to have rights on the power plant and shall immediately vacate the premises without any cost liability to BHEL.
- However, this compensation shall not be applicable in the events of Force Majeure identified under the PPA with BHEL, affecting supply of solar power by SPD.

(iii) Excess generation

BHEL Units, at any time during a Contract Year, shall not be obliged to Purchase any additional energy from the SPD beyond declared annual CUF generation. Any excess generation over and above of declared annual CUF as per Annexure – J may be purchased by BHEL units unless refused by BHEL. BHEL will intimate SPD about requirement/refusal for excess units at the starting of every financial year till the end of contract. For first year BHEL will intimate SPD about requirement/refusal for excess units before COD. While the SPD should install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than BHEL (unless allowed by BHEL in writing). However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance

in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency. However, in case of change in SERC regulations regarding net metering, BHEL reserves the right to change to PPA accordingly.

3.10 Clearances required from the State Government and other local bodies

The Solar Project Developer is required to obtain necessary statutory clearances and permits as required for setting up the Solar PV Power Projects. However, BHEL will facilitate for getting the feasibility/connectivity Letter from STU/DISCOM to the SPD before signing of PPA

3.11 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)/Security Deposit (SD)

- i. **Earnest Money Deposit (EMD) of Rs. 5 Lakhs** in the form as follows and valid for 06 months from the Techno commercial bid opening date, shall be submitted by the Bidders along with their bid, failing which the bid shall be summarily rejected.

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)

BHEL account details: Bank Name: - SBI, A/c No.: - 10670828866; IFS Code: - SBIN0003807

A/c Holder Name: - BHARAT HEAVY ELEC TRICALS LIMITED

(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

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. The Bank Guarantee in such cases shall be valid for at least six months, and the claim period may be kept 3-6 months after the validity date.

- ii. **Performance Bank Guarantee (PBG)/ Security deposit:** Bidder selected based on this NIT shall submit Performance Guarantee/Security Deposit for a value of Total Rs. **33.8 Lakhs (out of which for BHEL TP Jhansi SD Value Rs 20.8 Lacs and for BHEL HERP Varanasi SD Value is RS 13.00 Lacs)** 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 6.4 from the date of signing of PPA. **The Performance Bank Guarantee/Security Deposit shall be submitted to respective units of BHEL during signing of PPA .** On submission and successful verification of Performance Bank Guarantee, EMD shall be returned by BHEL to the successful Bidder.
- iii. The PBG/SD shall be valid for the tenure of PPA on full/renewal basis.
- iv. The Bidder shall furnish the Banker's cheque/ Pay order/ Demand draft against EMD as per **Clause 3.11(iii)** of Section- 3 in from any of the nationalized / scheduled banks listed at Annexure-D of the NIT document. The SPD shall furnish the PBG/SD from any of the Banks listed at Schedule-2 of the PPA, to BHEL.
- v. The format of the PBG 6.4 shall be in the form as given and any deviation from the above Formats may result in rejection of the PBG and consequently, the bid/Project.
- vi. The SPD selected based on this NIT is required to sign PPA with BHEL within 30 days after the issue LOI. In case, BHEL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the

requisite documents as per Clause 3.15 of Section- 3 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the EMD shall be forfeited as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

- vii. 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.
- viii. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- ix. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- x. After the bidding process is over, BHEL shall release the EMD of the unsuccessful Bidders within 15 days after e-Reverse auction. The PBG of SPD shall be returned to the SPD after 90 days after successful completion of the tenure of the PPA as per terms of PPA.

3.11 (a) FORFEITURE OF EMD

The EMD shall be encashed by BHEL in following cases.

- i. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- ii. In case, BHEL offers to execute the PPA between the Selected Bidder and BHEL, if the Selected Bidder does not submit the requisite documents as per Clause No. 3.19 of, Section-3, Instructions to Bidders (ITB) of NIT or does not execute the PPA within the stipulated time period;
- iii. If after issuance of LoI, it is found that the documents furnished by the bidders as part of response to NIT are misleading or misrepresented in any way.

3.12 Power Purchase Agreement

- i. Respective Units of BHEL shall enter into Power purchase agreement (PPA) with the Bidder selected based on this NIT. A copy of standard Power Purchase Agreement to be executed between BHEL and the selected SPD shall be uploaded on the website portal <https://eprocurebhel.co.in>. The PPA shall be signed within **30 days** of the date of issue of Letter of Intent (LoI). The PPA shall be valid for a period of 25 years from the date of signing as per the provisions of PPA.
- ii. The Performance Bank Guarantee as per Clause 3.11 of Section-3 above, 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 a Section-4 of the 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.
- iii. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Project Developer and BHEL. 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 above, BHEL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

- iv. 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.
- v. In case of termination of agreement after completion of 25 years or in event of default by SPD where BHEL do find the violation of contract terms and conditions/PPA – in that case BHEL may terminate the contract and can give provision to SPD for removing the assets from allocated roofs within 90 days, failing which, the infrastructure will be the property of BHEL. Cost of removal the assets shall be recovered from vendor BG. The provision of removal of assets shall be only applicable in case the BHEL gives such permission in writing to SPD.

3.13 Financial Closure or Project Financing Arrangements

- i. 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 01-06-2023, then scheduled Financial Closure date shall be 01-09-2023). 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.
- ii. In case of delay in achieving above condition as may be applicable, BHEL shall encash Performance Bank Guarantees/Security Deposit, 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 for 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/SD 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.
- iii. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR 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.
- iv. 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.
- v. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the SPD/Bidder by BHEL.

3.14 Commissioning

The Commissioning of the Project shall be carried out by the SPD selected based on this NIT, in line with the Procedure elaborated in draft PPA document Commissioning Procedure at **Annexure-B-1** and Commissioning certificate shall be issued by BHEL after successful commissioning.

i. PART COMMISSIONING

There shall be no Part Commissioning allowed for the Project.

ii. Commissioning Schedule and Liquidated Damage for Delay in Commissioning

The project shall be commissioned within 6 months from the effective date of PPA in respective unit's roof tops. In this regard, BHEL will physically inspect and certify successful commissioning of the Project. In case of failure to achieve any of the milestones, provisions of PPA as mentioned below shall apply: -

BHEL shall encash the Performance Bank Guarantee in the following manner:

- a. Delay in commissioning beyond the scheduled commissioning date up to one month – PBG amounting to Rs 20% value for respective unit as stated in clause 3.11 (ii) of NIT shall be encashed, proportionally calculated on per-day basis in which BHEL Unit the work is delayed.
- b. Delay of more than one month and up to three months: BHEL will encash the remaining 80% value of PBG as stated in clause 3.11 (ii) of NIT for respective unit, proportionally calculated on per day basis for delay up to another two months
- c. In case of part or full encashment of PBG as per NIT conditions, the PBG shall be replenished to the full amount as per clause 3.11(ii) of this NIT. All the charges for the replenishment/renewal shall be borne by the SPD.
- d. In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 9 months from effective date of PPA, BHEL reserves the right to terminate the PPA and cancel the Project.
- e. For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

iii. EARLY COMMISSIONING

The SPD shall be permitted for full commissioning of the Project even prior to the Scheduled Commissioning Date (SCD). In case the entire capacity is commissioned prior to the Scheduled Commissioning Date, BHEL may purchase the generation at PPA Tariff. However, early commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of BHEL.

iv. COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA.

v. OBLIGATION ON EXPIRY OF THE AGREEMENT

At the end of the Term of the Agreement, ownership of the assets will be decided at the time of completion of contract. Vendor shall have to offer two options (both the options will be free of cost):

- a) Vendor will remove the complete setup of 1300 KW Solar Plant and clear the roof in respective unit. or
- b) Vendor will hand over the 1300 KW Solar power plant in working condition to respective BHEL unit.

Both the options will be available. BHEL reserves the right to choose and will be decided at the time of completion of contract period.

3.15 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

- i. The Bidder shall provide complete information in their bid in reference to this NIT about the Promoters and upon issuance of Lol, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with BHEL.
- ii. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to NIT till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii. Following shall not be considered as change in shareholding as mentioned above:
 - a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - d. Transfer of shares within the members of Promoter Group.
 - e. Transfer of shares to IEPF.
 - f. Issue of Bonus Shares
- iv. In case of SPVs: The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the COD, except with the prior approval of BHEL.
- v. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- vi. In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (One) year from the COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- vii. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- viii. Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to BHEL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of BHEL, subject to the condition that, the management control remains within the same group of companies.
- ix. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per MW +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to BHEL.

3.16 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 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 Clause 3.19. Detailed instructions to be followed by the bidders for online submission of response to NIT are stated at Annexure –E.

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

1. Covering Letter as per **Format 6.1**.
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 6.2**. 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 6.3** 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 6.4**.
6. Board Resolutions, as per prescribed formats enclosed as **Format 6.5** 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 6.6** 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 6.7**.
9. Disclosure as per **Format 6.8**.
10. Covering letter as per **Format 6.9**.
11. Format for Technical Criteria as per **Format 6.10** in line with Clause No. 3.17, Section-III, Instructions to Bidders (ITB) of NIT
12. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
13. No Deviation Certificate as per mentioned in **Format – 6.11**
14. Preliminary estimate of Cost of the solar PV Project as per **Annexure-A**.
15. Attachments

- 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.
- b. Copy of the NIT document along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
- c. A certificate of shareholding of the bidding company duly certified by a practicing Chartered Accountant/ Company Secretary as on the bid submission date.
- d. Documents containing information about the Promoters and their shareholding in the Company to BHEL indicating the controlling shareholding as on 7 days prior to last date of bid submission, at the stage of submission of response to NIT to BHEL as per **Clause 3.19 of Section-3** The bidder shall be required to submit a certificate indicating shareholding patterns of its Parent Company and Ultimate Parent Companies too (if any), as on the date 7 days prior to the last date of bid submission, duly certified by a practicing Chartered Accountant/ Company Secretary.
- e. Certified copies of annual audited accounts for the last financial year, i.e. FY 2024-25, In case of a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account as on 7 days prior to bid submission, Schedules and cash flow statement supported with bank statement.

3.17 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of NIT. The documents submitted along with the bid may be verified before signing of PPA in terms of Clause 3.15.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to NIT, in any manner whatsoever, BHEL reserves the right to reject such response to NIT and/or cancel the Letter of Intent, if issued and the EMD/Bank Guarantee provided up to that stage shall be forfeited/encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to NIT.
- d. If the event specified at **Clause 3.17(c)** is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the BHEL and the BHEL shall have no obligation to return the same to the Bidder. However, the EMD submitted by unsuccessful Bidders shall be returned as specified in **Clause 3.11**.
- f. All documents of the response to NIT submitted online must be digitally signed by the person authorized by the Board as per **Format 6.2**.
- g. The response to NIT shall be submitted as mentioned in **Clause 3.19**. No change or supplemental information to a response to NIT will be accepted after the scheduled date and time of submission of response to NIT. BHEL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to NIT.
- h. The bidder shall make sure that the correct, valid Bid-part is submitted to BHEL on or before the commencement of the Online Tender Opening.
- i. All the information should be submitted in English language only.
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Responses to NIT that are incomplete, which do not substantially meet the requirements prescribed in this NIT, will be liable for rejection by BHEL.

- l. Response to NIT not submitted in the specified formats will be liable for rejection by BHEL.
- m. Bidders delaying in submission of additional information or clarifications sought shall be liable for rejection.
- n. Non submission and/or submission of incomplete data/ information required under the provisions of NIT shall not be construed as waiver on the part of BHEL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o. Only Jhansi / Varanasi respective Courts along with their High Courts shall have exclusive jurisdiction in all matters pertaining to this NIT.

3.18 Non-responsive Bid

The electronic response to NIT submitted by the bidder to BHEL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to NIT shall be checked for compliance with the submission requirements set forth in this NIT. Any of the following conditions shall cause the Bid to be "Non-responsive": a. Non submission of EMD in acceptable form along with NIT document.

- b. Response to NIT not received by the due date and time of bid submission;
- c. Non submission of the original documents by due date and time of bid submission;
- d. Any indication of tariff in any part of response to the NIT, other than in the financial bid.
- e. Data filled in the Electronic form of financial bid not in line with the instructions mentioned in the same electronic form.
- f. In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this NIT, then all these bids submitted shall be treated as nonresponsive and rejected.

3.19 Method of Submission of Response to NIT by the bidder

A. Documents to be submitted Online

- 1. Detail instructions to be followed by the bidders for online submission of response to NIT as stated as Annexure E and Annexure-F. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.
- 2. All documents in response to NIT submitted online must be Signed/ digitally signed on <https://eprocurebhel.co.in> which should contain the following: Bidder should submit below documents along with **EMD amount** -

Technical Bid (First Envelope):

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- i. Formats- 6.1, 6.2, 6.3, 6.3A, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, Annexure-A as elaborated in Clause 3.20;
- ii. All the attachments elaborated in **Clause 3.16 of Section-3**, under the sub-clause 12, Attachments with proper names.
- iii. All documents (NIT, PPA) digitally signed by the person authorized by the board as per Format 6.4, on behalf of the Bidder.
- iv. All supporting documents regarding meeting the eligibility criteria.

Financial Bid (Second Envelope):

Bidders shall submit the single Financial Bid.

The tariff bid shall have to be filled online in the Price Bid Format provided at the GePNIC BHEL (Bharat Heavy Electricals Limited, Jhansi) Portal. The covering letter as per format 6.9 of this NIT document.

Important Note:

- i. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii. The Bidder submits the online documents on GePNIC BHEL (Bharat Heavy Electricals Limited, Jhansi) Portal within the bid submission deadlines within the bid submission deadlines.

3.20 Notice board for display:

Before declaration of the COD, the selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site prominently displaying the following message before declaration of COD.

XXX KW Grid Connected Roof Top Solar PV Project for supply of power to BHEL, (Respective unit name)

Operated by ----- (insert name of the SPD)

LOCATION: BHEL, Respective unit name and Address

3.21 Validity of the Response to NIT

The Bidder shall submit the response to NIT which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to NIT ("Bid Validity"). BHEL reserves the right to reject any response to NIT which does not meet the afore mentioned validity requirement.

3.22 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to NIT and participation in discussions and attending pre-bid meeting(s), etc. BHEL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.23 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

1. Bidders are advised to acquire full knowledge of the NIT, Scope of work, Place of work, Site conditions of the work, working hours, work permit, minimum manpower to be deployed, Labour License, Payment terms & conditions; Payment of Wages, Bonus, PF, ESI as per statute / BHEL norms etc., distribution of PPEs & Uniforms, etc.
2. Clarifications/ Doubts, if any, on NIT document may be emailed and/ or through GePNIC BHEL (Bharat Heavy Electricals Limited, Jhansi) Portal.
3. Bidders are advised to obtain all kinds of clarifications before closure of bidding by visiting in BHEL respective units or by mail etc.. Once bidding is closed or Technical Bids are opened, NO CLARIFICATION(S) / QUERIES IN ANY FORM SHALL BE PERMITTED

4. Clarification(s) / queries raised by the bidder after closure of bidding and before evaluation of the Technical Bids may lead to disqualification of his bid. Price bid of such disqualified bidder shall not be opened and EMD of such disqualified bid shall be forfeited. Tender evaluation shall be continued with remaining bidders.
5. Clarification(s) queries raised by the bidder after opening of Price Bids may lead to disqualification of his bid and EMD of such disqualified bid shall be forfeited.
6. If any bidder raises clarification(s) / queries after opening of Price Bids or after conducting Reverse Auction, offer of such bidder shall be disqualified and disciplinary action against such disqualified bidder shall be initiated as per BHEL Rules. However, Tender evaluation shall be continued with remaining bidders as per BHEL Rules.

3.24 Right of BHEL to reject a Bid

BHEL reserves the right to reject any or all of the responses to NIT or cancel the NIT without assigning any reasons whatsoever and without any liability.

3.25 INSURANCE & Safety

It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the BHEL in the area of project which are in force from time to time will have to be followed by the contractor. Vendor shall ensure that during transit, storage, erection, commissioning and O&M material is insured.

All safety norms to be followed strictly. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.