

Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)


Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

Sealed quotations are invited under two part bid system for manufacturing and supply of Multi Crystalline PV Module ≥ 330 Wp PV Module as per BHEL technical specification.

RFQ NO and date	MDSSCPV049 dated 16.05.2019
RFQ due date & time	07.06.2019 up to 13.00 hrs (IST)
Date, Time & Venue of Part-I Bid Opening	07.06.2019 after 13.30 hrs (IST) New Engineering Building 2nd Floor Bharat Heavy Electricals Limited PB NO 2606, Mysore road, Bangalore-560 026. INDIA
Date, Time & Venue of Price Bid opening	Will be intimated later for technically & commercially qualified bidders
Address for Communication & Contact Person in BHEL	Mr. Muhammed Shakir/ Mr. Ramachandra, SC&PV MM Department, BHEL Electronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: muhammedshakir@bhel.in , ramachandra@bhel.in Telephone number: +91 80 26989665, +91 80 26998476

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: MDSSCPV049 RFQ DATE : 16.05.2019	Due Date/Day: 07.06.2019 FRI Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003			
(address for communication) :		(for all correspondence) Purchase Executive : MUHAMMEDSHAKIR M K Phone : 080 26989665 Fax : E-mail: muhammedshakir@bhel.in	

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PV0679040439 Multi Crystalline PV Module >=330 Wp * HSN/SAC : 8541 Doc No.- PS-439-405 Rev - 00	58,000	KW	58,000	16.09.2019

Total Number of Items - 1

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATESEALED COVERS


NOTES:

1. This RFQ is governed by:
 - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OFCONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
 - b) Any other specific Terms and Conditions mentioned.
 2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

MUHAMMEDSHAKIR M K
Semiconductors & Pho

1 OF 1


 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 1 of 10	

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TECHNICAL SPECIFICATION FOR SUPPLY OF 330 Wp MULTI CRYSTALLINE SILICON PV MODULES

REVISION DETAILS: (00)	PREPARED		DATE
	CMH	ISSUED ENGG	
	APPROVED SR		10.05.2019

 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 2 of 10	

1. PRE-QUALIFICATION CRITERIA (PQC) :


Sl. No	Particulars	Bidder's confirmation
1	The offer shall be quoted only by the original PV module manufacturer with module manufacturing capacity of 500 MW / annum.	PV module supplier name: Manufacturing Plant Location: Manufacturing capacity / annum : Website: <i>(Please mention name of PV module manufacturer, capacity, complete address & contact details with email address)</i>
2	Solar module manufacturer must have supplied PV modules of at least 500 MW per year consecutively during the last three years. Module manufacturer shall provide documentary evidence for the same in the form of certificate as well as the invoice copies of supply for each of three years.	<i>Please enclose documentary evidence (invoice copies, packing list, etc.) for PV module supplied from</i> i) 01.01.2016 to 31.12.2016 ii) 01.01.2017 to 31.12.2017 iii) 01.01.2018 to 31.12.2018
3	Module manufacturer shall provide the performance certificate from the clients (owner or developer) of any grid connected single solar power project of minimum capacity of 10 MW, where the modules supplied by the module manufacturer are working satisfactorily since last two years (1.1.2017 to 31.12.2018).	Client certificate to be provided.
4	PV Module manufacturers has to be approved by customer. Module manufacturers approved by BHEL's customer only will be considered.	Accepted / Not accepted
5	Price Variation Clause : Price variation clause will be applicable for the unit rate in PO to take care of market trend in PV Module price. The unit price in PO will be varied as per the variations in the average price of Poly Solar Module as per www.pvinsights.com, displayed under the heading "Solar PV Module Weekly Spot Price". The reference price will be average price of Poly Solar Module as on Techno-commercial bid opening date. The unit rate in PO will be allowed to vary (increase/ decrease) in the ratio of 1:1 for variations (increase/ decrease) in the average price of Poly Solar module prevailing as on date of manufacturing clearance by BHEL, with respect to the reference price.	Accepted / Not accepted

Note A :

- Pre-qualification will be carried out based on the details furnished by the module manufacturer / purchase orders documents from their customers/ inspection of the company / product, if required by BHEL and at its sole discretion.
- The pre-qualification criteria are mandatory requirements and the technical bids will be considered only if all the above Pre-Qualification Criteria are met.

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 3 of 10	

2. TECHNICAL REQUIREMENTS:

Sl. No	Item	Remarks
1	PV Module Configuration	Multi crystalline photovoltaic module with 72 nos. of cells in 12X6 series configuration. The module construction and bill of material shall be as per module manufacturer's approved IEC certification. <i>Please enclose:</i> <i>i. Module overall assembly drawing with mounting holes</i> <i>ii. Data sheet with typical electrical characteristics, I-V curves, temperature coefficients of power, voltage and current etc.</i>
2	Power Output	330 Watts and above, in 5 Watt band only. No negative tolerance accepted. Each 5 watt band PV modules supplied shall be in multiple of 2.9 MW.
3	System Voltage	Modules shall be suitable for 1500V DC System Voltage application. Confirm for 1500 V System Voltage : Yes / No
4	Module Efficiency	> 16.5 %
5	Fill Factor	0.7 (min)
6	Temp. coefficients	Please indicate temperature coefficient for Voltage: _____ Current: _____ Power: _____
7	Operating Conditions	Modules shall be able to perform satisfactorily in relative humidity up to 85% with temperature between -40°C to +85°C and shall withstand gust up to 200 km/h on the surface of the panel.
8.1	IEC Certifications	The PV modules supplied shall be with Latest IEC certifications as below. 1. IEC 61215 or equivalent BIS standards. 2. IEC 61730-1 & 2 (Safety Qualification – Part 1 & 2) 3. IEC 61701 (Salt Mist Corrosion testing) 4. IEC TS 62804 (PID Testing) Module manufacturers shall use Bill of materials for manufacture of PV modules as per approved CDF of IEC Certificates. All IEC Certificates and IEC test reports containing CDF to be submitted along with the tender.
8.2	Application Class as per IEC 61730	Class A
8.3	BIS Registration	As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, Government of India, PV Modules used in the grid connected solar power projects in India shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards. BIS Registration Received : Yes / No

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 4 of 10	

9	BILL OF MATERIALS	
9.1	Solar cells	Multi-crystalline solar cells
9.2	EVA	The encapsulant used for the PV modules should be UV resistant and PID resistant in nature. No yellowing of the encapsulant with prolonged exposure shall occur.
9.3	Glass	The front surface of the module shall consist of impact resistant, low iron and high transmission toughened glass.
9.4	Back Sheet	The back sheet used in the PV modules shall be of three layered structure durable for humid - hot conditions with properties of moisture barrier, elongation retention and UV resistance.
9.5	PV Module Frame	Corrosion resistant, Anodized Aluminum with provision for earthing holes. Anodization thickness shall not be less than 15 microns.
9.6	Junction box	The material used for junction box shall be UV resistant to avoid degradation during module life. The degree of protection of the junction box shall be at least IP67 . Minimum three number of bypass diodes and two number of IEC 62852/EN 50521 certified MC4 compatible connectors with 1.2 metre length of IEC 62930/EN 50618 certified 4 sq.mm copper cable shall be provided. Pl. confirm for Junction cable length of 1.2 Metre : Yes / No
9.7	Sealant for edge sealing of PV modules	The sealant used for edge sealing of PV modules shall have excellent moisture ingress protection with good electrical insulation and with good adhesion strength.
9.8	Module Sl. No.	Unique Module Sl. No. with barcode shall be embedded inside the laminate for reading.
9.9	.PAN File	Third party verified .PAN file for each 5 watt band PV module (330 Wp, 335 Wp) shall be provided for carrying out PVSyst calculations
9.10	BOM as per CDF of IEC Certificate	Pl. confirm for using solar cells and module materials as per approved CDF as per IEC Certificate. Module manufacturer confirmation : Yes / No
9.11	RFID Reader	1 number of hand-held RFID reader (gun type) compatible to read module IV data (at the site) stored in RFID tags to be supplied at free of cost. All associated software, cables and accessories shall also be provided at free of cost for displaying and downloading RFID data from the RFID reader. Module manufacturer confirmation : Yes / No
9.12	Mounting hole Pitch	Pl. provide mounting hole pitch details. Horizontal : Vertical : Mounting hole size :

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 5 of 10	

9.13	RFID	<p>Modules deployed must use a RFID tag. This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions. The following information must be mentioned in the RFID tag used on each module</p> <ul style="list-style-type: none"> (i) Name of the manufacturer of PV Module (ii) Name of the Manufacturer of Solar cells (iii) Month and year of the manufacture (separately for solar cells and module) (iv) Country of origin (separately for solar cells and module) (v) I-V curve for the module (vi) Peak Wattage, I_m, V_m and FF for the module (vii) Unique Serial No. and Model No. of the module. (viii) Date and year of obtaining IEC PV module qualification certificate (ix) Name of the test lab issuing IEC certificate (x) Other relevant information on traceability of solar cells and modules as per ISO 9001 and ISO 14001. <p>Database of all the PV modules containing the above information shall also be provided in excel file format.</p>
9.14	Nameplate	<p>Each module shall be provided with a name plate label (sticker) containing the following information:</p> <ul style="list-style-type: none"> a. Name of module manufacturer b. Module model number c. Overall Dimension d. Weight e. P_{max}, I_{max}, & V_{max} f. Short-circuit current I_{sc} & Open-circuit voltage V_{oc} g. System Voltage h. Relevant standards and certifying lab name i. Warnings, if any j. Other relevant information <p>Nameplate shall be clearly visible and shall not be hidden by equipment wiring. It shall be durable for the entire life of panel.</p>

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 6 of 10	

10	BILL OF MATERIALS WITH MAKE AND MODEL NO.		
	BOM	Specification	Make and Model No.
10.1	Solar cells		
10.2	EVA		
10.3	Glass		
10.4	Back Sheet		
10.5	PV Module Frame		
10.6	Junction box		
10.7	Sealant for edge sealing of PV modules (Frame Adhesive) and Junction box fixing adhesive		
10.8	Cell Connector		
10.9	String Connector		
10.10	Bypass Diode		
10.11	Connector		
10.12	Cable		
10.13	Potting Material for Junction Box		

3. QUALITY ASSURANCE

Module Quality Plan, Data Sheet and GTP shall be subject to customer's approval. Each lot of modules shall be subject to pre-dispatch inspection by BHEL and BHEL customer or any third party.


4. WARRANTY

4.1 . Material Warranty:

1. The module manufacturer shall warrant the Solar Modules to be free from the defects and/or failures specified below (2 to 4) for a period not less than ten (10) years from the date of installation.
2. Defects and/or failures due to manufacturing defects and/or failures due to materials, including PID defect
3. Non- conformity to specifications due to faulty manufacturing and/or inspection processes.
4. If the Module(s) fails to conform to this warranty, module manufacturer shall repair or replace the solar modules free of cost at BHEL's sole discretion.

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 7 of 10	

4.2 Performance Warranty:

1. The module manufacturer shall warrant the Solar Modules for at least 90% of its rated power at the end of 10 years and 80% of its rated power at the end of 25 years from the date of installation of modules on Site. The module manufacturer shall warrant for the linear output of Solar Module and degradation of the PV modules will be linear over 25 years from the date of receipt of modules at site.
2. If, modules fail to exhibit such power output in prescribed time span, the module manufacturer will either deliver additional PV Modules to replace the missing power output or replace or repair the failed modules.

5. Third Party Insurance for Product and Power output warranty for 25 years

The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty for 25 years by the PV module manufacturer. The Bidder shall submit a suitable insurance from Third Party.

The insurance shall be in the name of BHEL end customer. The performance warranty shall be specifically a warrant and indemnity insurance against excessive loss of output of PV module.

6. PACKING & IDENTIFICATION OF PV MODULE

The modules shall be packed in carton boxes. One carton box shall contain one module power rating (330 Wp or 335 Wp). The carton box should display the manufacturer's name, number of modules, type, serial numbers, module wattage etc.


Modules found damaged at the time of opening of the cartons in the project site shall be replaced by the module manufacturer.

7. GENERAL CONDITIONS

- a. PV Modules shall be manufactured at the module manufacturer's works only.
- b. Manufacturing date of all the modules shall be after BHEL Purchase Order date.
- c. Manufacturing clearance shall be given only after approval of manufacturing quality plan, approval of drawings and datasheet by BHEL / BHEL's customer.

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 8 of 10	

8. Module Testing :

a. Factory Testing of PV Modules

BHEL shall depute its representative in the module manufacturer's factory for witnessing of QAP (Quality Assurance Plan) and flash tests of complete production of the modules. BHEL customer may also depute its authorized Representative to be present at the time.

Module manufacturer shall provide test report and electrical characteristics (I-V data) of all the solar PV modules that is supplied against the purchase order.

Factory Tests to be performed in presence of the customer include the following.

Factory Tests	<p>Pre-Shipment inspection by BHEL and BHEL customer at Vendor's works will include :</p> <ul style="list-style-type: none"> i. Dimensional and Visual Check ii. Electrical test (I-V test) iii. IR-HV-IR test and Earth Continuity Test iv. Electro Luminescence (EL) Test v. Wet Leakage test vi. Mechanical Load test vii. Any other test as required by BHEL customer <p>The acceptance criteria and Sampling plan are as per our customer requirement.</p> <p>Pl. confirm for adherence to Pre-Shipment Inspection Plan.</p> <p>Module manufacturer confirmation : Yes / No</p>
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b. Random testing of PV Modules


Third party testing of the random sample by the Solar Energy Centre, MNRE, India is also mandatory. The acceptance criteria shall be as per the applicable IEC / IS with mutual understanding. **Cost towards this testing shall be borne by the module manufacturer.**

c. Laboratory tests

Following inspections and testing shall be carried out by an independent internationally accredited testing laboratory as per the applicable IEC standards. The sampling will be carried out at factory in presence of BHEL / Customer representative. The IEC standards and norms of sample testing and acceptance shall be followed to compare the test results. In case where the tests show non-conformity to tender document and / or has impact on plant performance and guaranteed generation of the plant, the module manufacturer shall compensate by replacing or adding the module capacity at the sole discretion of BHEL / Customer. **Cost towards these tests shall be borne by the module manufacturer.**

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 9 of 10	


1	Determination of module efficiency under standard test conditions - A sample of 100 modules for 25MW block shall be tested. The test shall be repeated on the same modules after the light soaking of modules i.e. to test LID.
2	Determination of module efficiency under standard test conditions - A sample of 5 modules for 25MW block shall be tested.
3	Low insolation tests with 200, 300, 400, 500 and 800 w/sqm. - A sample of 5 modules for 25 MW block shall be tested.
4	Electroluminescence test. - A sample of 100 modules for 50MW shall be tested.
5	Determination of cell cracks, snail trail and connection errors through electroluminescence testing and normative- actual value comparison of characteristic parameters. A sample of 100 modules for 25MW block shall be tested.
6	Determination of EVA cross-linking degree. A sample of 13 modules for 25 MW block shall be tested.
7	Wet leakage test - A sample of 13 modules for 25 MW block shall be tested. Mechanical load test - A sample of 10 modules for 25 MW block shall be tested (half of the modules from previous tests and half new).
8	Dynamic load test - A sample of 13 modules for 25 MW block shall be tested (half of the modules from previous tests and half new).
9	Tear off test. - A sample of 5 modules for 25MW block shall be tested (one of the modules from previous tests and one new).
10	The module manufacturer shall provide the necessary testing reports to BHEL / Customer as and when required.

9. Confirmation by the Module manufacturer

Sl. No.	Item	Acceptance by the Module manufacturer (Yes / No)
1.	Multi Crystalline PV Modules with power output ≥ 330 Wp in 5 watts bands.	
2.	Multi Crystalline PV Modules suitable for 1500 V System Voltage application	
3.	Availability of IEC 61215, 61730-1 & 2, IEC 61701 & IEC TS-62804-1 test certificates and IEC Test reports with CDF.	
4.	PV Modules registered with BIS (Bureau of Indian Standards)	
5.	Junction box cable length : 1.2 Metres	
6.	RFID Tag be inside or outside the laminate	
7.	Supply of 1 no. of hand held RFID readers	
8.	Adherence to Quality Plan and Pre-Shipment Inspection as per customer	
9.	Bill of materials as per subset of the CDF of the IEC Certificates	
10.	Cost of Random Tests to be borne by the module manufacturer	
11.	Cost of Laboratory Tests to be borne by the module manufacturer	

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 A4-11	PURCHASE SPECIFICATION GROUP: PHOTOVOLTAICS	Spec. No	PS-439-405
		Rev. No	00
		Page 10 of 10	

10. Enclosures

Sl. No.	Document
1.	Proof for ≥ 500 MW PV module supplied consecutively during the last three years.
2.	Proof for module manufacturing capacity of 500 MW / Annum.
3.	Performance certificate from the client (owner or developer) of any grid connected single solar power project of minimum capacity of 10 MW, where the modules supplied by the module manufacturer are working satisfactorily since last two years
4.	IEC 61215, 61730-1 & 2, IEC 61701 & IEC TS-62804-1 test certificates and IEC Test reports with CDF.
5.	PV Module catalogue having Over all PV module assembly drawing indicating mounting hole pitch & I-V Electrical data sheet for PV modules.
6.	Signed copy of BHEL Specification PS-439-405
7.	Third party verified .PAN files for each wattage of PV modules (330 Wp and 335 Wp)
8.	Hard copy of above documents shall be enclosed along with the technical bid. Soft copy of all above documents and IEC test reports to be sent by e-mail to the email id as mentioned in tender documents.

11. DEVIATION SHEET

Sl. No.	Particulars	Bidder's Confirmation
1.	Confirmation to BHEL Specification PS- 439- 405 Rev. 00 in toto	<p style="text-align: center;"><i>YES / No</i></p> <p style="text-align: center;"><i>Please indicate deviations, if any.</i></p>

Signature of Tenderer with stamp

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

Doc No: SCPV: PV Module: 001- Rev 02

INSTRUCTIONS TO BIDDERS (Common for all RFQs)

Bidder is requested to read the instructions carefully and submit their quotation covering all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: SCPV: PV Module: 001 – Rev 01), General Conditions of Contract (document reference: SCPV: PV Module: 002 - Rev 01) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the “General Conditions of Contract” or “Special Conditions of Contract” require BHEL’s express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Bidders (also includes the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. **(Please also refer clause 11 under section B)**
4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
5. Procurement directly from the manufacturers shall be preferred. However, if the OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
6. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily the following documents:
 - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
 - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
 - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages / damages / replacement / repair of imported scope till system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
8. In case of imported scope of supply with delivery terms other than DDP, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport / Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges/ demurrage charges due to incomplete or missing documentation will be recovered

from the supplier's bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. **(Refer Annexure I)**

9. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: **www.bhel.com**
10. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices / misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, poor quality, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike / lockout for a long period.

B. GUIDELINES FOR PREPARATION OF OFFER:

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
 - **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
 - **TWO PART BID:** Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed "**Techno-commercial offer**) and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed "**Price Bid**". Both these envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.
 - **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission at the venue/place specified or if any part of the offer is incomplete the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to super scribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions shall be duly filled, signed & stamped and must accompany Technical-Commercial offer without fail and should be submitted in original only. Xerox copy will not be accepted.
4. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without any deviation.
5. Deviation to this specification / item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
6. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and / or any other relevant documents called in purchase specification as part of Technical

Bid.

7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, packing & forwarding charges (if applicable), freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
8. In addition, bidder shall also quote for erection & commissioning charges (E&C charges), documentation charges, service charges, testing Charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
9. Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega Power Projects, Export Projects, MNRE Concession or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
11. All quotations shall be free from corrections /overwriting. Corrections if any should be authenticated with signature and seal. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure VI** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid". BHEL decision will be final.

C. GUIDELINES FOR OFFER SUBMISSION:

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE." Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer. **(This clause will not be applicable for e-tenders)**
2. E-Mail / Internet / EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC of the tender. (Refer to SCC document of tender) within time of submission of tender.
3. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two officers whose names are mentioned in the RFQ. (Refer to SCC document of tender)
4. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. In case of e-procurement, bidders can see tender results till seven days after due date and time.
5. Vendor will be solely responsible:
 - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
 - c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box or if the tender document is handed over to the wrong person BHEL will not be responsible for any such delays.
 - d. For offers received through email/courier etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time.

- e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, etc. will be the sole responsibility of the vendor. Wherever assistance is needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted.

Service provider: M-junction

Website address: <https://bheleps.buyjunction.in/>

Helpline no.: 033-66106426/6217/6013/6046/6176 (9:30 am to 5:30 pm)

9163348283/9163348284/9163348285/9163348286/8584008116 (5:30 pm to 8:30 pm)

Purchase Executive / BHEL will not be responsible for any of the activities relating to submission of offer.

D. PROCESSING OFFERS RECEIVED:

1. Any discount / revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes / revisions are requested by BHEL.
3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions by BHEL, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening of Part-1 Bid).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from vendors, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening. Impact price means only for those items which have been impacted by addition / deletion / changes in the technical specifications or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted. The impact price bid to be submitted on the cut-off date, time & venue as specified by BHEL. The impact price bid shall be opened along with original price bid.
5. BHEL EDN reserves the right to adopt Reverse Auction or standard Price Bid Opening procedure for price evaluation, at its discretion. This will be decided after completion of technical evaluation of tender. **(Refer Annexure II for Guidelines for Reverse Auction).**
6. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder
7. Vendor shall accept warranty clause as required in the tender document. Offers not complying with Warranty terms as per RFQ Terms is liable for rejection.
8. After receipt of Purchase Order, supplier should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as and when required by BHEL / Customer.
9. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order.
10. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"). As per RFQ terms. "Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties, freight charges, test charges, insurance, service tax for services, any other cost indicated by vendor for execution of

the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on Mega Projects, Physical Imports or such 100% exemptions & MNRE Exemptions (statutory benefits), customer reimbursements of statutory duties (like GST, SGD) will also be taken into account at the time of tender evaluation. (Wherever applicable and as indicated in SCC document of tender)

11. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:	Date of tender opening
Two/three part bids:	Date of Part-I bid opening
Reverse Auction:	Date of Part-I bid opening

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

12. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers and on the basis or evaluation of Total Cost to BHEL.

E. INFORMATION ON PAYMENT TERMS:

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure XI**) for receiving all payments through NEFT. (Applicable for Indian vendors only)
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to suppliers account only. Such recovery will be made out of any of the available bills.
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only).
Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
4. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

F. STANDARD PAYMENT TERMS OF BHEL-EDN

i) Purchase Orders for indigenous procurement

100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

ii) Purchase orders for import procurement:

100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

Note: Quotations with "Advance payment" shall be rejected.

G. LOADING FACTORS FOR DELAYED DELIVERY:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non-compliance of BHEL standard commercial term.

SI No	Deviation on	Nature of Deviation / Offered Terms	Loading %
1.	Penalty for Delayed Delivery	1) Non – Acceptance	10 %
		2) Partial Acceptance (X%)	(10 – X) %

H. DOCUMENTS REQUIRED AT THE TIME OF DISPATCH FOR PROCESSING OF BILLS:

Invoice in Triplicate, LR Copy / Bill of Lading, Packing List, PSI Call Letter Copy, Material Receipt Certificate & Warranty Certificate, Copy of Insurance claim or Bank guarantee.

I. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits.

- Valid NSIC certificate or
- Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
- EM II certificate with CA certificate (**in the prescribed format given in Annexure VIII**) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
- Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

PURCHASE PREFERENCE FOR MSE VENDORS:

- MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided.
 - The MSE vendor matches the L1 price
 - L1 price is from a non MSE vendor
 - L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
 - 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
 - In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
 - Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

K. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:**1. Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.

2. Commitment by Bidder(s)/ Contractor(s):

- a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
- d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

PURCHASE EXECUTIVE



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)

Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

Doc No: SCPV: PV Module: 002- Rev 01

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT

These 'General Commercial Conditions for Contract for Purchase' hereinafter referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

Definitions: Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

- a) 'The Purchaser' means Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560 026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- b) 'The vendor' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the vendor's successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor or Supplier.
- c) 'Contract' shall mean and include the Purchase Order incorporating various agreements, viz. tender/ RFQ, offer, letter of intent / acceptance / award, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by BHEL or his authorized nominee and the samples or patterns if any to be provided under the provisions of the contract.
- d) 'Parties to the Contract' shall mean the 'The Vendor' and the Purchaser as named in the main body of the Purchase Order.
- e) "Bidder" shall mean duly established reputed organisation , manufacturer etc. having requisite financial and technical capability and experience of participating in the bid invited by the purchaser for the tender.
- f) Bid- The term "bid" or "bidding" can also relate to the documented Offer submitted in response to a request for quotation (RFQ) /Tender.

Interpretation:

In the contract, except where the context requires otherwise:

- a) words indicating one gender include all genders;

- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

Applicable Conditions:

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.
2. **Validity:** The offer will be valid for a period of 90 days from the date of technical bid opening date. Validity beyond 90 days, if required, will be specified in the SCC (special conditions of contract).
3. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head within two weeks from the date of Purchase Order or such other period as specified / agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
The purchase order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.
4. **Documentation:** After receipt of Purchase Order, vendor should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer. At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

5. TERMS OF DELIVERY:

FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered CIF Indian Seaport including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.

Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.

FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on “DDP Project site” basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.

Deviation for the delivery term is liable for rejection.

6. **Penalty for delay in delivery:** In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of undelivered portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later. The date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

Penalty for delayed documentation/delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted.

7. **Contract variations (Increase or decrease in the scope of supply):** BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be applied to such additional work. Vendor shall not perform additional work before BHEL has issued written instructions / amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.
8. **Reverse Auction:** BHEL reserves the right to follow REVERSE AUCTION PROCEDURE (ONLINE BIDDING ON NETWORK) before finalising the Purchase order on technically competent bidders, as per the guidelines given in Annexure II. In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) already submitted and available with BHEL shall be opened as per BHEL's standard practice.
9. **Pre Shipment Inspection:** Prior written notice of at least 10 days shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance for issue of dispatch clearance.
All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.

10. **Transit Insurance:** Transit Insurance is in Vendor's scope for all Inclusive value or as specified in RFQ. For imported items with FOB / ex-Works terms contracts, BHEL will provide Insurance.
11. **High Sea Sales (HSS):** Customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors.
Any delay in submission of complete / correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete / incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.
12. **Packaging and dispatch:** The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw / solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.
Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (L x B x H) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated.
Separate packing & identification of items should be as follows.
 1. Main Scope - All items must be tagged with part no. & item description.
 2. Commissioning spares - All items must be tagged with part no. & item description.
 3. Mandatory spares - All items must be tagged with part no. & item description.
13. **Assignment of Rights & Obligations; Subcontracting:** Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
14. **Progress report:** Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.
15. **Non-disclosure and Information Obligations: Vendor** shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
16. **Cancellation / Termination of contract:** BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business.

17. **Risk Purchase Clause:** In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services NOT supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
In case of items demanding services at site like erection and commissioning, vendor should send his servicemen /representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase / service including additional handling charges due to the change.
18. **Shortages:** In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.
Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.
19. **Remedial work:** Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
20. **Indemnity Clause:** Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.
21. **Product Information, Drawings and Documents:** Drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.
Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.
All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the disclosing party.
22. **Intellectual Property Rights, Licenses:** If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods / related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the

Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.

23. **Force Majeure:** Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the “Act of God” and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.

A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.

24. **Guarantee / Warranty:** Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. The guarantee / warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Unless otherwise specifically provided in the Purchase Order, Vendor’s liability shall be co terminus with the expiration of the applicable guarantee / warranty period.

25. **Limitation of Liability:** Vendor’s liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.

The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

26. **Liability during guarantee / warranty:** Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor’s failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.

In case, defects attributable to vendor are detected during first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor’s cost. In all such cases expiry of guarantee / warranty will not be applicable.

27. **Liability after guarantee / warranty period:** At the end of the guarantee / warranty, the Vendor’s liability ceases except for latent defects (latent defects are defects / performance issues noticed after the guarantee / warranty has expired). The Contractor’s liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of six months from the end of the guarantee / as specified in RFQ.

28. **Compliance with Laws:** Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
29. **Settlement of Disputes:** Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
30. **Arbitration Clause:** In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Executive Director/ General Manager of the purchasing unit/ region/ division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt/ had to deal with any matter relating to this Contract. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India 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 under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne equally by the parties. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.
31. **Applicable Laws and Jurisdiction of Courts:** Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in BANGALORE alone shall have jurisdiction to consider over any matters touching upon this contract.
32. **General Terms:** That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents. That the headings used in this agreement are for convenience of reference only. That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.
33. **BHEL Fraud Prevention Policy:** The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to your notice.

SPECIAL TERMS

The special terms and conditions mentioned below supersedes the general conditions of contract Doc No. SCPV: PV Module: 002- Rev 01, for contradictory clauses if any.

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

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

Part 2: Priced offer i.e. “Price Bid” containing price summary in a separate sealed envelope and must be super scribed “**Price Bid**”.

Both these envelopes shall be enclosed in a single sealed envelope super scribed with RFQ number and due date of tender and any other details as called for in the tender document.

2. Bidders shall confirm **acceptance of technical specification which is part of the tender document. Any deviation from technical specification is liable for rejection, if deviation not agreed by end customer. A sample generic manufacture’s quality plan available with the tender document is for information purpose only.**

3. BHEL standard terms of payment

For Indian bidders:

100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

For foreign bidders:

100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later

4. Terms of delivery :

CIF Mumbai Seaport (For foreign bidders)

Door Delivery Project Site (For Indian bidders)

Project Site address as below,
BHEL Site Office - 50 MW Solar PV Power Plant
Maharashtra State Power Generation Company Limited
Kaudgaon, Osmabad – 413208
Maharashtra

5. Delivery Schedule: BHEL requires delivery schedule as below,

BHEL requires entire quantity to be delivered within 10 weeks from the date of manufacturing clearance or MQP (Manufacture quality plan) approval by BHEL whichever is later.

6. Order Splitting: BHEL reserve the right to Split the order quantity in the ratio of 60:40 between L1, and L2 vendors respectively subjected to L2 vendor accept to supply as per L1 negotiated price. In case, L2 vendor does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendors ie L3,L4,L5.... In case no subsequent vendor accept to supply in L1 price, balance quantity will be ordered on L1 only. The decision of BHEL shall be final on this matter.

7. Evaluation of offers: L1 vendor (lowest Bidder) will be decided based on ‘**Cost to BHEL**’ value after considering the applicable loading factors and other costs including packing & forwarding, applicable duties, taxes, transportation until the site, transit insurance etc if it is in the scope of BHEL.

8. Preference to Make in India: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 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/PO /WO against this this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respective of this procurement, same shall be applicable.

- 9. Changes in Statutory Levies:** If any rate of Tax are increased or decreased, a new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of execution of the contract within the contractual delivery period, which was or will be assessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder/ agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components, etc. by the bidder/ agent.
- 10.** The rate quoted shall be in **price per kilowatt basis** and not per module.
- 11. Pre-shipment inspection:** Pre-shipment inspection at vendor's works will be carried out by BHEL / BHEL's customer/ Third party agency (Buyer's representative). The cost of inspection/ pre-dispatch inspection/ in-stage inspection (Exclusive of buyer's representatives TA/DA) shall be borne by the vendor. Travel expenses for the representatives for such inspections shall be borne by the buyer. However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation borne by the buyer shall be on account of the vendor. The vendor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Inspector.
- 12. Price variation clause:** Price variation clause will be applicable for the unit rate in PO to take care of market trend in PV Module price. The unit price in PO will be varied as per the variations in the average price of Poly Solar Module as per www.pvinsights.com, displayed under the heading "Solar PV Module Weekly Spot Price". The reference price will be average price of Poly Solar Module as on Techno-commercial bid opening date. The unit rate in PO will be allowed to vary (increase/ decrease) in the ratio of 1:1 for variations (increase/ decrease) in the average price of Poly Solar module prevailing as on **date of manufacturing clearance by BHEL** with respect to the reference price.
For Example:
- Case 1:**
Offer price = USD 200 (Assumption)
Pvinsight average price as on technical bid opening date = USD 250 (Assumption)
Pvinsight average price as on date of manufacturing clearance by BHEL = USD 240 (Assumption)
Percentage difference in price = -4%
Hence, invoice price shall be 4% lesser from offer price, ie USD 192. PO will be amended accordingly.
- Case 2:**
Offer price = USD 200 (Assumption)
Pvinsight average price as on technical bid opening date = USD 250 (Assumption)
Pvinsight average price as on date of manufacturing clearance by BHEL = USD 255 (Assumption)
Percentage difference in price = 2%
Hence, invoice price shall be 2% higher from offer price, ie USD 204. PO will be amended accordingly.
- 13.** In case of **changes in scope of the tender** and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who are participated in the tender. The techno-commercially qualified bidders will be asked for submitting impact price bid, if any is applicable as per BHEL purchase policy and guidelines.
- 14. Warranty:** Product warranty shall be for 10 years and power output shall be warranted for 25 years as mentioned in technical specification.

15. Insurance: The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty for 25 years by the PV module manufacturer. The Bidder shall submit a suitable insurance from Third Party. The insurance shall be in the name of BHEL end customer. The performance warranty shall be specifically a warrant and indemnity insurance against excessive loss of output of PV module.

16. Integrity Pact (IP): The bidder shall sign an “INTEGRITY PACT” in the formats enclosed.

(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 on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

1) Shri D.R.S Chaudhary, IAS (Retd.)

E-1/164, Aera Colony, Bhopal- 462 016

Ph: +91 755405 0495

Email: dilip.chaudhary@icloud.com

2) Mrs Pravin Tripathi, IA & AS (reted.),

D-243, Anupam Gardens,

Lane 1B, Neb Sarai, Sainik Farms,

New Delhi – 110068,

Ph: +91 11 295 33206/ 29531715

Email: pravin.tripathi@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

(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 the IEM mentioned in the tender.

Note: 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.

17. Offers with non-acceptance of BHEL terms, are liable for rejection.

Bidder's Contact details	
BHEL RFQ No:	MDSSCPV049 dated 16.05.2019
Bidder Name:	
Offer Reference No:	
If already registered with BHEL, vendor code :	
Registered Office Address:	
Telephone No:	
Email:	
Ordering Address:	
Telephone No:	
Email:	
Manufacturing plant Address:	
Telephone No:	
Email:	
Contact person Name :	
Telephone No:	
Mobile No:	
Email :	
Contact personin India (If any)	
Telephone No:	
Mobile No:	
Email :	

Techno commercial bid

BHEL RFQ No. MDSSCPV049 dated 16.05.2019

Item: Multi Crystalline PV Module >=330 Wp

	Terms and conditions	Bidder's confirmation/ deviation, if any.
1	Terms of payment: (For Indian bidders) 100% with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later	Acceptable/ Not acceptable
	Terms of payment: (For Foreign bidders) 100% through sight draft with 45 days credit from the date of receipt of material at BHEL Project site or 15 days credit from the date of submission of complete set of documentation whichever is later	Acceptable/ Not acceptable
2	Terms of Delivery: (For Indian bidders) Door delivery project site. The site address as below, BHEL Site Office - 50 MW Solar PV Power Plant Maharashtra State Power Generation Company Limited Kaudgaon, Osmabad – 413208 Maharashtra State.	Acceptable/ Not acceptable
	Terms of Delivery: (For Foreign bidders) CIF Mumbai Seaport Note: OBL shall be issued with 21 days free detention period and the same shall receive to BHEL before material arrival at the seaport.	Acceptable/ Not acceptable
3	Validity: Quotation should remain valid for a minimum period of 45 days from the RFQ due date.	Acceptable/ Not acceptable
4	Delivery Schedule: BHEL requires entire quantity to be delivered within 10 weeks from the date of manufacturing clearance or MQP (Manufacture quality plan) approval by BHEL whichever is later.	Acceptable/ Not acceptable
5	Penalty for delayed delivery: 0.5 % of basic material cost of undelivered portion per week, subject to a maximum of 10 %. Loading factor will be applicable for non-acceptance of penalty clause, Non- Acceptance: 10% Partial non Acceptance (X%): (10- X)%	Acceptable/ Not acceptable
6	Order Splitting: BHEL reserve the right to Split the order quantity in the ratio of 60:40 between L1, and L2 vendors respectively subjected to L2 vendor accept to supply as per finalised L1 price. In case, L2 vendor does not accept to supply as per finalised L1 price, the counter offer will be extended to subsequent vendors ie L3,L4,L5.... In case no subsequent vendor accept to supply in L1 price, balance quantity will be ordered on L1 only. The decision of BHEL shall be final on this matter.	

7	Acceptance of Reverse Auction: BHEL EDN reserves the right to adopt Reverse Auction at any point of time after technical evaluation, at its discretion. BHEL may also open the price bids at its discretion. Please refer Annexure II for details about reverse auction.	Acceptable/ Not acceptable
8	Price basis: Price is to be quoted on per Kilowatt basis. Purchase order will be placed on "Kilowatt" basis.	Acceptable/ Not acceptable
9	Integrity Pact: The bidder shall sign an "INTEGRITY PACT" in the formats enclosed.	Acceptable/ Not acceptable
10	Pre-shipment inspection: Pre-shipment inspection at vendor's works will be carried out by BHEL / BHEL's customer/ Third party agency. Required assistance for testing will have to be provided by the vendor at the time of pre-shipment inspection, without any additional cost implication to BHEL.	Acceptable/ Not acceptable
11	Warranty: Product warranty shall be for 10 years and power output shall be warranted for 25 years.	Acceptable/ Not acceptable
12	Insurance: The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty for 25 years by the PV module manufacturer. The Bidder shall submit a suitable insurance from Third Party. The insurance shall be in the name of BHEL end customer. The performance warranty shall be specifically a warrant and indemnity insurance against excessive loss of output of PV module.	Acceptable/ Not acceptable
13	Country of origin: Please specify country of origin. Certificate of origin shall be arranged for each lot of shipment. Port of shipment and country to be specified. Note: Safeguard duty will be applicable as per the notifications issued by Govt of India time to time. Wherver applicable, the same will be considered for arriving cost to BHEL.	Country of origin: Port of shipment:
14	Eligibility under Preference to Make in India Order: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders. Please specify if you are eligible to claim the benefits of Indian vendor for supply of PV Modules to BHEL against Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017. If yes, the required documents evidencing the eligibility as per the order, has to be submitted.	Yes/No, If yes, required documents to be submitted
15	BHEL Guidelines for Indian Agents of Foreign Suppliers: Supplier shall adhere to "BHEL Guidelines for Indian Agents of Foreign Suppliers" in case the supplier has Indian Agent.	Acceptable/ Not acceptable

Signature of the tenderer with seal

Unpriced bid

BHEL RFQ No. MDSSCPV049 dated 16.05.2019

Supplier:

Offer ref:

SI No.	Multi Crystalline PV Module >=330 Wp	
1	Quantity	58000.00
2	Unit	KW
3	Quoted	Yes/ No
4	HSN/SAC Code	
5	Currency	
6	Percentage of Taxes and duties applicable	
7	Whether taxes and duties are Inclusive/ Exclusive in the unit price	

Signature of the tenderer with seal

Price bid

BHEL RFQ No. MDSSCPV049 dated 16.05.2019

Supplier:

Offer ref:

SI No.	Multi Crystalline PV Module ≥ 330 Wp	
1	Quantity	58000.00
2	Unit	KW
3	Currency	
4	Unit price	
5	Taxes and duties applicable	
6	Total for 58000 KW	

Note: Please mention unit price and total price in both figures and words.

Signature of the tenderer with seal

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
 जी.पोन्नगुरुपाकियम, अ.म.प्र./एस.सी. एवं पी.वी. (एम.एम)
 G.PONNUGURUPACKIAM, AGM/SC&PV (MM)
 BHEL-EDN, MYSORE ROAD, BENGALURU-560026
 (Office Seal)

For & On behalf of the Bidder/
 Contractor
 (Office Seal)

Place BANGALORE

Date _____

Witness: Ramachandra
 (Name & Address) _____
 ರಾಮಚಂದ್ರ, ಸಿ.ಡಿ.ಎಂ. / ಎಸ್.ಸಿ. & ಪಿ.ವಿ. - ಎಂ.ಎಂ. (ಪುರ)
 ರಾಮಚಂದ್ರ, ವರಿ. ತ.ಮ.ಪ. / ಎಸ್.ಸಿ. & ಪಿ.ವಿ. - ಎಂ.ಎಂ. - ಕು
 RAMACHANDRA, SR. DGM / SC&PV, MM(PUR)
 BHEL-EDN, MYSORE ROAD, BANGALORE-560026.

Witness: _____
 (Name & Address) _____

ANNEXURE-II
GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

Following guidelines will be followed in case of discrepancy in words & figures-quoted in price bid:

- (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

ANNEXURE VII

Provisions Applicable for MSE (Micro and Small Vendors)

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid to avail the applicable benefits:

- a. Attested copy of valid NSIC certificate or
- b. Attested copy of either Entrepreneur's Memorandum part II (EM II) certificate/Udyog Aadhar certificate having deemed validity (five years from the date of issue of acknowledgement in EM II/Udyog Aadhar) or
- c. EM II/ Udyog Aadhaar certificate along with attested copy of a CA certificate (Format enclosed at Annexure VIII) where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

Evaluation of Offer for MSEs

- A) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided.
 - B) The MSE Vendor matches the L1 Price.
 - C) L1 Price is from Non MSE Vendor.
 - D) L1 Price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
 - E) 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (A) and (B) are fulfilled.
- Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation
- F) In case no vendor under SC / ST category firms are meeting the conditions mentioned in (A) and (B) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
 - G) Serial no. A to E will not be applicable wherever it is not possible to split the tendered quantity/items on account of customer contract requirement, or the items tendered are systems.

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s
.....(Hereinafter referred to as 'Company') having
its registered office at is registered under MSMED Act 2006, (Entrepreneur
Memorandum No ((Part-II) dtd Category:
(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year **as per MSMED Act 2006 is as follows:**

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding land
and building and the items specified by the Ministry of Small Industries vide its notification No.S.O.1722
(E) dated October 5, 2006:

Rs.Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building
and furniture, fittings and other items not directly related to the service rendered or as may be
notified under the MSMED Act, 2006:

Rs.Lacs.

The above investment of Rs. Lacs in within permissible limit of Rs..... Lacs
for.....Micro / Small (Strike off which is not applicable) Category under MSMED
Act 2006.

(or)

The company has been graduated from its original category (Micro/Small) (Strike off which is not
applicable) and the date of graduation of such enterprise from its original category is
.....(dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise
from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette
notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

**Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form**

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
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Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)

Place: _____ Signature _____

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx