



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**BHARAT HEAVY ELECTRICALS LIMITED**

International Operations Division, Integrated Office Complex,  
Lodhi Road, New Delhi, India – 110003

Ref.: X/BHEL/TH/REOI 01/25/Amd 2

Date: 12<sup>th</sup> August, 2025

**Amendment 2 - Extension of Submission Date of Expression of Interest (EOI)**

With reference to clause number C.5 of BHEL's Request for Expression of Interest (REOI) Ref No. X/BHEL/TH/REOI 01/25 dated 2<sup>nd</sup> July'25, published on BHEL's website <https://www.bhel.com/eoi>, seeking Expression of Interest (EOI) from companies / Joint Ventures (JV) companies in Thailand to associate with BHEL as a Consortium Partner for joint bidding for Floating Solar Photovoltaic Power Plants in Thailand, the last date for submission of the EOI is amended as below:

REOI Clause	Description	Existing Submission Date	Revised Submission Date
C.5	Submission of EOI	13 <sup>th</sup> August'25, 11:59:59 PM (Indian Standard Time).	3 <sup>rd</sup> September'25, 11:59:59 PM (Indian Standard Time).

Please note that the rest of REOI remains unchanged.

For and on behalf of BHEL



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**BHARAT HEAVY ELECTRICALS LIMITED (BHEL)**  
INTERNATIONAL OPERATIONS DIVISION, NEW DELHI, INDIA

**REQUEST FOR EXPRESSION OF INTEREST (REOI)**

**FOR**

**SELECTION OF CONSORTIUM PARTNER**

**FOR**

**FLOATING SOLAR PHOTOVOLTAIC POWER PLANTS IN THAILAND**

**BHEL REOI NO.: X/BHEL/TH/REOI 01/25**

**Date of Issue: 02<sup>nd</sup> July'25**

**Closing Date & Time: 23<sup>rd</sup> July'25; 11:59:59 PM (Indian Standard Time)**

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## **A. BACKGROUND**

Bharat Heavy Electricals Limited is a Government of India undertaking and a leading company involved in manufacture & turnkey execution of electrical & mechanical equipment for electricity generation, power plants, electricity transmission, railway transportation, defence and a host of industries. BHEL has its registered office at BHEL House, Siri Fort, New Delhi - 110049, India & its International Operations Division office at 5<sup>th</sup> Floor, Integrated Office Complex, Lodhi Road, New Delhi 110003 (hereinafter referred to as either **BHEL or BHEL-IOD**). Detailed information about BHEL is available on the website [www.bhel.com](http://www.bhel.com)

BHEL has till date executed/ contracted 1,225 MW of solar projects, including ~ 150 MW of floating solar projects. BHEL intends to expand its footprint in floating solar segment by venturing into overseas projects including projects in Thailand.

It is understood that Electricity Generating Authority of Thailand (**EGAT**) intends to set up various (13 nos.) Floating Solar Photovoltaic Power Plants (**FSPVPP/s**) in Thailand, till 2037, totalling to ~ 2,570 MW and ranging from 40 MW to 325 MW (hereinafter referred to as "**Project/s**").

Based on the recent tenders issued by EGAT for some Floating Solar Photovoltaic Power Plants in Thailand, the scope of the planned FSPVPP Project/s is likely to includes design, procurement, manufacture, fabrication, shop tests, supply, delivery to site, insurance, project management, construction, installation, testing, commissioning, plant start-up, on-site training, plant guarantee and guarantee of the equipment, and civil works. The Project/s will comprise of crystalline Silicon solar PV panels, floating PV systems, anchoring and mooring systems, 33 kV electrical systems and transmission lines, control and monitoring systems and related software systems.

Also, based on the above mentioned recent tenders issued by EGAT, the Bidders for the Project/s (either on its own or its consortium partner), should have valid License to Practice Controlled Engineering Profession issued by the Council of Engineers Thailand (hereinafter called the "**License**") for carrying out the Design or Construction Supervision Work for the Projects.

## **B. REQUEST FOR EXPRESSION OF INTEREST (REOI)**

BHEL, through this REOI, invites Expressions of Interest (**EOI**) from eligible and interested companies/ Joint Ventures (**JV**) companies in Thailand, possessing the requisite License as specified, to associate with BHEL as a Consortium Partner (hereinafter referred to as "**CP**") for the Project/s. The selected party shall form a consortium with BHEL, and bid jointly for the Project/s, with BHEL as Lead Partner, and shall execute the Project/s in consortium with BHEL, in the event of contract award.

This REOI sets forth detailed process, qualification requirements and selection procedure for identifying suitable CP. Interested applicants are required to submit documentation demonstrating compliance with the specified qualifications and capability to undertake the specified scope of work. EOIs which are responsive and meet the prescribed qualification criteria, will be considered as eligible EOIs for further evaluation as per the evaluation criteria specified in this REOI.



The final consortium agreement, techno-commercial terms, including but not limited to, scope of work, roles and responsibilities shall be mutually agreed upon and finalized through negotiations with the selected party/ies. The consortium agreement will be specific to the Project/s & will generally be as per the attached consortium agreement draft.

## **C. REOI PROCESS**

### **C.1 Access to REOI documents**

The REOI Document, including amendments, addendums, corrigendum, clarifications etc. (if any), shall be uploaded on BHEL's official website <https://www.bhel.com/eoi>. It shall be available for download free of cost, from the specified date and time of availability till the specified last date of EOI submission.

### **C.2 Clarifications on REOI**

A party may seek clarifications from BHEL on the REOI document, by sending its queries by email to addresses specified below, using the clarification format attached with this REOI, no later than ten (10) days before the specified date for EOI submission. No other means of submission of queries shall be entertained. BHEL shall respond no later than three (03) working days from the last date for submission of queries. The queries and clarifications shall be shared with all prospective parties without disclosing the name of the querying party. The same will also be uploaded on our official website as mentioned above. If required, BHEL may modify the REOI document that may become necessary due to the clarifications through an Addendum/ Corrigendum.

### **C.3 Modification of REOI**

BHEL reserves the right to modify the REOI through issue of any addendum / amendment / corrigendum at any stage before the EOI submission date without assigning any reason for the same. Any such addendum / amendment / corrigendum will be uploaded on BHEL's official website as mentioned above.

### **C.4 Preparation of EOI**

#### **a) EOI Submission Formats**

Parties must fill and submit the EOI with Cover Letter, all Forms, Checklist and Confirmation sheet in attached formats along with all required and supporting documents. EOI by the party shall include inter-alia duly signed scanned copies of the original documents. Documents should not be password protected. Parties should ensure the clarity/ legibility of the scanned documents provided by them.



**b) Validity of EOI**

- i. EOI shall remain valid for a period not less than ninety (90) days from the deadline for the EOI submission. EOI valid for a period shorter than the specified period shall be considered non-responsive and will be rejected.
- ii. If required, BHEL may request the parties to extend the validity period of their EOI for a specified additional period. The request and the party's response shall be made in writing via e-mails. A party may agree to, or reject the request. The party who has agreed to BHEL's request for extension of EOI validity, will not be permitted to modify its EOI. The party who does not accept BHEL's request for validity extension, will not be considered further, beyond its original validity period.

**c) Signing of EOI**

The individual signing the EOI or any other connected documents should submit a Power of Attorney (**POA**), which authorises the signatory to commit and submit the EOI on behalf of the party, generally as per attached suggested format of POA.

Non-submission of POA in favour of the person signing the EOI document shall make the EOI as non-responsive and may lead to rejection of the EOI.

In the event that the POA submitted is found to be deficient, BHEL reserves the right to require the submission of a revised and duly executed POA. The party shall provide such revised POA to the satisfaction of BHEL, within the stipulated timeframe.

**d) Language**

The EOI and all correspondence and documents between the parties and BHEL will be in English. If any document / printed literature furnished in connection with this EOI is in any other language, a certified translation of the document / printed literature in English shall be provided.

**e) Governing Law**

The REOI process shall be governed by the Laws of India. The Courts at Delhi alone shall have exclusive jurisdiction in regard to all claims/disputes/matters in respect of the REOI process.

**f) Cost for EOI preparation**

The party shall bear all costs associated with the preparation and submission of its EOI and BHEL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of this REOI process.



### C.5 Submission of EOI

EOIs shall be submitted by email to the following addresses ONLY, no later than 11:59:59 PM (Indian Standard Time), 23<sup>rd</sup> July'25.

To: [virla@bhel.in](mailto:virla@bhel.in)

Cc: [abhishek.varshney@bhel.in](mailto:abhishek.varshney@bhel.in), [abhitabh@bhel.in](mailto:abhitabh@bhel.in)

Any EOI received after the stipulated submission time shall be deemed late and will not be considered.

The maximum size of attachment in single email should not exceed 15 MB. If the attachment size is more than 15 MB, it should be split into smaller parts & sent through separate emails. The party should mention in its first / last email, the total number of emails for EOI submission. It is preferred that in case the party is sending its EOI through multiple emails, then each email should be serially numbered. BHEL will not be responsible for non-receipt of any EOI / non-receipt of complete EOI.

All emails for EOI submission should carry the subject line as: "EOI for Consortium Partner for Floating Solar Projects, Thailand".

**Any clarification/s required on the REOI may also be emailed to the above email addresses on or before the specified deadline for clarification submission.**

Following BHEL Officials can be contacted at the phone numbers given below, with respect to this REOI on any working day, between 0900 to 1730 hour (Indian Standard Time):

Ms. Virla Vaish: +91-11-41793470

Mr. Abhishek Varshney: +91-11-41793513

### C.6 Modification & Resubmission/ Withdrawal of EOI

- a) Parties may modify and resubmit their EOI at any time prior to the specified last date of EOI submission. Each resubmission should be done before the specified last date of EOI submission and must be complete in all respects, including all required documents, and shall supersede and replace any previously submitted EOI.
- b) Parties may withdraw their EOI prior to the last date of EOI submission, by sending an email to the email addresses specified above. No EOI may be withdrawn after the submission deadline until the expiry of its validity period. Withdrawn EOIs will not be processed further by BHEL.

### C.7 Intimation of parties participating in REOI

On EOI submission date (but after the EOI submission time), BHEL will intimate through e-mail (at email id provided by the party), to all participants, the list of parties who have submitted EOI timely.



### **C.8 Evaluation of EOI & Shortlisting of Partners**

- i. The evaluation shall be based on the criteria/ conditions included in this REOI document and examination of all relevant data submitted by parties in its EOI and subsequent clarifications sought by BHEL, and, any other information deemed appropriate by BHEL.
- ii. Information relating to the evaluation of EOIs and selection results shall not be disclosed by BHEL to any participant or any other party not officially concerned with this REOI process, until the notification of selection is made in accordance with this REOI.
- iii. The evaluation shall not consider the qualifications of other firms, such as the party's subsidiaries, parent entities, affiliates, vendors, contractors or any other firm(s) different from the party.
- iv. During the evaluation of EOIs, BHEL may, at its discretion, but without any obligation to do so, ask the parties for clarifications. Parties should answer the clarification within the specified date. The clarification request and response shall be submitted by email. Any clarification submitted by a party regarding its EOI that is not in response to a request by BHEL shall not be considered.



#### **D. QUALIFICATION & EXPERIENCE REQUIREMENT**

<b>Sl.</b>	<b>QUALIFICATION &amp; EXPERIENCE REQUIREMENT</b>
D.1	The party should be a duly registered business entity in Thailand as per the applicable laws of Thailand and should have a permanent place of business in Thailand.
D.2	The party must have valid License to Practice the Controlled Engineering Profession, issued by Council of Engineers (COE), Thailand. The License should be valid at the EOI stage. Further the party should give a confirmation that it will keep its License valid for the entire duration of bidding and till completion of the project execution.
D.3	The party should have engineering staff (minimum one person each) who hold a valid License for Professional Practice in each of the following disciplines: Civil Engineering, Electrical Engineering and Mechanical Engineering from the COE according to the Engineering Act B.E. 2542 in Thailand. These Licenses should be valid at the EOI stage. Further the party should give a confirmation that it will keep these Licenses valid for the entire duration of bidding and till completion of the execution of the Project/s.
D.4	<p>The party's engineering team shall have capabilities &amp; experience in designing solar power plants (<math>\geq 5</math> MWp) &amp; medium voltage systems (<math>\geq 33</math> kV) having completed at least three (3) projects with commercial operation date (COD) within 15<sup>th</sup> July' 20 and the specified last date of EOI submission. The team shall consist of at least three (3) individuals, including:</p> <ul style="list-style-type: none"> <li>a. a minimum of one (1) senior engineer with a Professional Engineer license from the COE, Thailand, specializing in Solar, Floating Solar, and Medium Voltage design and construction management, as well as related work</li> <li>b. one (1) electrical engineer holding an Associate Engineer license from COE</li> <li>c. one (1) draftsman</li> </ul>
D.5	<p>The party should have set up grid-connected ground mounted / floating solar PV power plants as an EPC Contractor/ Sub-contractor (minimum scope for sub-contractor – as mentioned below), with a cumulative installed capacity of at least 10 MWp in Thailand. Among these, at least one plant should be of 5 MWp or higher &amp; must have been in successful operation for a minimum of six (6) months as on last date of EOI submission.</p> <p>The minimum scope performed by the party as a sub-contractor should include: Erection &amp; Interconnection of PV modules, Installation and interconnection of all AC &amp; DC circuit, Testing, and commissioning of Plant and activities of assembly &amp; launching of floating system. The activities of assembly &amp; launching of floating system is desirable &amp; preferred, but not essential.</p>
D.6	The party should have an annual average turnover of 280 million THB during the last three years.
D.7	The party should have positive net worth for each of the last three (3) financial years.
D.8	The party should not have any just or proper claims pending against it with respect to breach in the performance of contract on other similar work, as on the specified date of EOI submission.
D.9	The party shall have no unsatisfactory performance on previous and current contracts with EGAT as on the specified date of EOI submission.
D.10	The party shall not be declared ineligible/ blacklisted/ banned/ debarred by BHEL/ Government of India from participation in its procurement processes as on the date of EOI submission.

SI.	QUALIFICATION & EXPERIENCE REQUIREMENT
D.11	The party or any of its' manager, managing partner, managing director, executive or person authorized to manage the business shall not be named in the list of work abandoners published by the Permanent Secretary, Ministry of Finance and/or in the debarment list and/or the list of work abandoners declared by EGAT as on specified last date of EOI submission.
D.12	The party shall not have EGAT's personnel involved in its business except for the ones who are officially ordered by EGAT to act or participate therein.
D.13	The party shall not be privileged or protected not to be taken any legal proceeding under Thai Court; provided that such party's government declares that such special privilege is waived.
D.14	The party shall not be EGAT's consultant or involved in EGAT's consultancy for the Project/s.
D.15	The aggregate amount of litigation awards against the party, if any, in last three (3) financial years shall not exceed 25% of the net worth as per the latest financial statements.



## **E. BROAD SCOPE OF WORK**

Below is the indicative broad scope of work for the proposed CP. However, the exact scope of work will be finalized through mutual discussion after selection of CP.

### **E.1. DESIGN:**

- a. BHEL will undertake the basic and detailed design of the project and prepare necessary drawings, documents, specifications etc. However, the CP will be responsible for final design by way of vetting of the drawings, documents, specifications etc. prepared by BHEL to ensure all compliances with all applicable laws & requirements of Thailand.
- b. Final and As Built Drawings and/or documents which are designed and/or calculated by BHEL shall be certified and executed by the authorized senior professional engineers of the CP as required by Thai law. It is, therefore, the responsibility of the CP to make available its own engineering staff who hold a valid License for Professional Practice in each of the following disciplines; Civil Engineering, Electrical Engineering and Mechanical Engineering from the Council of Engineers according to the Engineering Act B.E. 2542 in Thailand.
- c. CP to ensure that the design and specification of work shall comply with all applicable laws and regulations of the government of Thailand and the applicable local codes/rules/ordinances etc. All design and furnish works shall be signed by a Thai Registered Engineer. The Engineer shall hold a valid Senior Professional Engineer License from the Thai Council of Engineers.
- d. CP to ensure that the test results of piles shall be guaranteed, approved, and signed by a Thai Registered Engineer holding valid a professional engineering license from the Thai council of Engineers.
- e. All drawings and documents shall be certified and signed by CP's authorized senior professional engineers certified by Thailand's Council of Engineers in accordance with Thai law enforcement including drawings and support documents for government permits of the project.

### **E.2. CONSTRUCTION:**

- a. **Complete Civil & Installation work of the Project/s which shall include, but not limited to, the following:**
  - i. Site preparation;
  - ii. Preliminaries, additional survey, soil investigation, underwater survey and all necessary site investigation associated with the construction;
  - iii. Floating Solar Power Plant arrangement; Temporary lay-down area, tugging boats, working barge to carry men and material
  - iv. Foundations for Electrical equipment;
  - v. Access Roads, jetty to floating PV island;
  - vi. Site office;
  - vii. Erection of PV modules on floaters & Interconnection of PV modules;
  - viii. Installation and interconnection of AC & DC equipment including string inverters, inverter transformers, AC & DC Distribution boards, Switchgears, Ring main units, SCADA, Auxiliary power systems, etc;
  - ix. AC & DC and control cable routing, laying and termination;



- x. Installation and commissioning of switchgear and protection systems;
- xi. Installation and commissioning of lightning protection system;
- xii. Installation and commissioning of plant earthing system;
- xiii. Installation and commissioning of fire protection system;
- xiv. Installation and commissioning of CCTV, security and plant lighting systems;
- xv. Grid interconnection;
- xvi. Testing, and commissioning of Plant;
- xvii. 33kV Switchgear Container/Building;
- xviii. Auxiliary transformer foundation;
- xix. New Electronics Room;
- xx. 33 kV power cable facilities.

**b. Supervision of construction of the entire Project/s.**

Apart from the supervision by the CP, BHEL will provide overall supervision for the Project/s including for construction, installation, commissioning and other activities for the Project/s. Floating system supply & installation, including anchoring & mooring will be in scope of BHEL.

**E.3. PROCUREMENT OF FOLLOWING ITEMS FROM THAILAND:**

- i. Cement
- ii. Reinforcing steel for concrete
- iii. Metal roof and wall panel
- iv. Structural steel
- v. PV inverter transformer, auxiliary transformer
- vi. Power and control cables
- vii. Lighting
- viii. Conduits except corrugated HDPE conduit
- ix. Cable tray, fittings, support and accessories
- x. Grounding and lightning
- xi. Any other item as may be available locally in Thailand & as may be mutually agreed.

For each of the above items, at the bidding stage, the CP will have to provide names of maximum three (03) vendors/suppliers from Thailand, and the items will be procured from amongst the named vendors only, unless otherwise agreed. Please note that the names of vendors have to be provided at the bidding stage and not at EOI stage.

**E.4. PROCUREMENT OF OTHER ITEMS:**

- i. BHEL will procure & supply following items for the Project/s on CIF Thailand Port basis (INCOTERMS 2020):
  - a) PV Modules
  - b) PV String Inverters
  - c) Floating System

ii. Apart from the above items and the items mentioned in E.3 above, the following major items will have to be procured for the Project/s (it is not mandatory to procure these items from Thailand):

SI	Item	SI	Item	SI	Item
1	Low Voltage Switchgear for Inverters	20	Corrugated HDPE	39	Wireless Communication Equipment
2	PV Inverter Transformers	21	Fire Alarm System	40	4G/5G Router
3	33 kV/0.4 kV Auxiliary Transformer	22	Fire Protection System <ul style="list-style-type: none"> <li>• Automatic Clean Agent Fire Extinguishing</li> <li>• CO2 Portable Fire Extinguisher</li> <li>• Dry Chemical Portable Fire Extinguisher</li> </ul>	41	Antenna
4	33 kV Switchgear	23	CCTV System	42	Ethernet Converter
5	Ring Main Unit	24	33kV Switchgear Container (if applicable)	43	Control Console
6	Power Quality Meter	25	PV Island Sway Detection System	44	Unmanned Aerial Vehicle (UAV)
7	Cable Terminal Box	26	DCS	45	Power Generation Forecasting and Schedule System /Software
8	AC Distribution Board	27	Controller for PV plant	46	Weather Station System
9	DC Distribution Board	28	Operation Server	47	Ambient Temperature Sensors
10	UPS system	29	OIS, EWS Computer	48	PV Panel Temperature Sensors
11	Grounding and Lightning System	30	RTUs	49	Pyranometer
12	Power and Control Cable	31	Fast Ethernet Switch (LAN+Cable)	50	Relative Humidity Sensors
13	Underwater cable	32	Switching Hub	51	Wind Direction and Speed Sensors
14	1.5/1.5 kV DC power cable	33	Firewall	52	Automatic Total Sky Imager
15	Fiber Optic Cable	34	Executive Information System (EIS)	53	Floating system for electrical equipment
16	Underwater Fiber Optic Cable	35	OPC Server	54	Portable Digital Radio
17	Cable Tray	36	Programming Tools (Laptop)	55	Based Digital Radio
18	Cable Ladder	37	Satellite Master Clock	56	IP Telephone
19	Conduit/Duct	38	Media Converter		



- iii. Procurement of these items can be done either by CP or by BHEL (if not done by CP). Parties have to mention in their EOI (using appropriate attached form) the items which they would like to procure.
- iv. For each of the above items, at the bidding stage, the CP will have to provide names of maximum three (03) vendors/suppliers, and the items will be procured from amongst the named vendors only, unless otherwise agreed. Please note that the names of vendors have to be provided at the bidding stage and not at EOI stage.
- v. Final decision about who will procure these items (BHEL or CP) will be taken at appropriate stage by mutual discussion and agreement between BHEL & CP.

#### **E.5. LOCAL TRANSPORTATION AND SERVICES:**

- i. Destination terminal charges, unloading charges, import duties, taxes & custom clearance in Thailand and transportation of foreign supply from Thai port to designated storage area, designated assembly area & to site.
- ii. Transportation of local supply from local works to site to designated storage area, designated assembly area & to site.
- iii. Local transportation of all supplies between designated storage area, designated assembly area & to site.
- iv. Obtaining statutory permits, licenses, permissions etc. as may be required in Thailand, for the project, including for CP personnel & BHEL personnel.
- v. Site office & accommodation with necessary facilities (for BHEL & CP staff and, EGAT staff, if required).
- vi. Vehicles for local transport of BHEL & CP staff and, EGAT staff, if required & other officials at project area.



## **F. EVALUATION CRITERIA**

- F.1. EOIs will be evaluated by BHEL for compliance & responsiveness to the criteria/ conditions included in this REOI document and examination of all relevant data submitted by parties in its EOI and subsequent clarifications sought by BHEL, and, any other information deemed appropriate by BHEL.
- F.2. Scores will be awarded to each EOI based on the Score Matrix specified in Table 1.
- F.3. All the eligible EOIs received will be ranked on the basis of scores received (higher score = higher ranking) and BHEL will first approach the top ranked party for consortium partnership. In case consortium with such party is not successful, BHEL will approach the next lower ranked party and so on until suitable CP is finalized.
- F.4. BHEL reserves the right not to select the party with the highest evaluation score and may exercise its discretion in final selection process, without the need for disclosing the reason for same. Further, in case of tie between two or more parties, BHEL may rank the parties as per its discretion, which will be final & binding.
- F.5. Parties, whose EOI does not qualify in the evaluation, will be intimated separately by BHEL about the outcome of their evaluation.
- F.6. During the evaluation of EOIs, BHEL may, at its discretion, but without any obligation to do so, ask Parties to clarify its EOI by a specified date. Parties should answer the clarification within that specified date. The clarification request and response shall be submitted by e-mail. Any clarification submitted by a party regarding its EOI that is not in response to a request by BHEL shall not be considered.
- F.7. If the party fails to provide satisfactory clarification and/or in case of any missing information, its EOI shall be evaluated based on available information and documents and BHEL's decision in this regard will be final.

**TABLE 1: SCORING MATRIX FOR EVALUATION OF EOIs**

Sl.	Description	Requirement	Marks	Remarks
1	No. of engineers with License for Professional Practice from the Council of Engineers according to the Engineering Act B.E. 2542 in Thailand.			
a	Civil	1 no.	1	Min. 1 no. is mandatory.
		2 no.	2	
		≥ 3 no.	3	
b	Electrical	1 no.	1	--do--
		2 no.	2	
		≥ 3 no.	3	
c	Mechanical	1 no.	1	--do--
		2 no.	2	
		≥ 3 no.	3	
2	No. of solar power plants (≥ 5 MWp) and medium voltage systems (≥ 33 kV) designed, with commercial operation date (COD) within the last five (5) years as on last date of REOI submission.	3 no.	3	Min. 3 no. is mandatory.
		4 – 6 no.	6	
		≥ 6 no.	10	
3	Party's engineering team			
a	Senior engineer with a Professional Engineer license from the Council of Engineers Thailand (COE), specializing in Solar, Floating Solar, and Medium Voltage design and construction management, as well as related work.	1 no.	1	Min. 1 no. is mandatory.
		2 no.	2	
		≥ 3 no.	3	
b	Electrical engineer holding an Associate Engineer license from COE.	1 no.	1	Min. 1 no. is mandatory.
		2 no.	2	
		≥ 3 no.	3	
c	Draftsman	1 no.	1	Min. 1 no. is mandatory.
		2 no.	2	
		≥ 3 no.	3	
4	Cumulative capacity of grid-connected ground mounted/ floating solar PV power plants set up as an EPC Contractor/ Sub-contractor (Min. scope for sub-contractor – as mentioned in clause D.5) in Thailand.	10 MWp	5	Min. 10 MWp cumulative capacity is mandatory.
		>10 MWp – 20 MWp	7	
		> 20 MWp	10	
5	No. of grid-connected ground mounted PV power plants with at least 5 MWp capacity set up as EPC Contractor/ / Sub-contractor (Min. scope for sub-contractor – as mentioned in clause D.5) in Thailand & in successful operation for a minimum of six (6) months as on last date of EOI submission.	1 no.	5	Min. 1 plant of 5 MWp is mandatory.
		2 no.	7	
		≥ 3 no.	10	



Sl.	Description	Requirement	Marks	Remarks
6	No. of grid-connected floating solar PV power plants with $\geq 5$ MWp to $> 25$ MWp capacity set up as EPC Contractor/ / Sub-contractor (Min. scope for sub-contractor – as mentioned in clause D.5) in Thailand & in successful operation for a minimum of six (6) months as on last date of EOI submission.	1 no.	7	
		2 no.	9	
		$\geq 3$ no.	12	
7	No. of grid-connected floating solar PV power plants with at least 25 MWp capacity set up as EPC Contractor/ / Sub-contractor (Min. MW rating and Min. scope for sub-contractor – as mentioned in clause D.5) in Thailand & in successful operation for a minimum of six (6) months as on last date of EOI submission.	1 no.	10	
		2 no.	12	
		$\geq 3$ no.	15	
8	Min. average annual turnover of last three (3) financial years.	280 to 400 million THB	2	Min. 280 million THB is mandatory.
		$> 400$ million THB	5	



## **G. GENERAL TERMS & CONDITIONS**

- G.1. EOI by Joint Ventures (JVs) is allowed subject to the JV being already incorporated & in existence as on the specified date of EOI submission. Further all the requirements as specified in this REOI, including the qualification & experience requirements, should be fulfilled by the JV. Joint EOI by 2 or more companies in any other mode is not allowed.
- G.2. BHEL reserves the rights to accept or reject any or all EOIs, wholly or partially, or to terminate / annul the REOI process, wholly or partially, at any time before selection of CP, without necessarily assigning any reason for the same & without incurring any liability on account of the same. Further, in case after evaluation of EOIs, none of the parties qualify, then, BHEL reserves the right to close the REOI process or to amend the qualification and / or evaluation criteria to select a suitable party for consortium, in interest of participating in the bid submission for the Project/s within the specified deadline for bid submission for the Project/s.
- G.3. Upon conclusion of this EOI process, BHEL will issue a selection letter to the selected party, detailing the terms and conditions and the party will provide its acceptance by signing and returning a copy of the letter to BHEL within the stipulated time. The selected party will have to form a consortium for the Project/s exclusively with BHEL as per mutually agreed terms & conditions and complying with the Project tender requirements, before bidding for the Project/s. BHEL will be the leader of the consortium & all members of consortium will have joint & several liabilities. The consortium agreements will be separate for separate Projects. A consortium agreement covering more than one Project may also be considered, at discretion of BHEL. The consortium agreements will generally be as per the attached consortium agreement draft, however, the final consortium agreements will be mutually discussed & agreed. BHEL reserves the right to review the performance of the CP on parameters like price, timely execution, manpower strength, financials of the CP, requirements of the specific Project tender etc. before entering into consortium agreement for any subsequent Project/s beyond the first Project. In case the performance of the CP is found unsatisfactory, BHEL may go in for consortium with the next ranked party in the EOI process / call for fresh EOI / take any other appropriate action as deemed fit by BHEL. Participation in consortium, in any Project/s will be decided by BHEL, to the extent possible, in consultation with the selected party, however, the final decision to participate or not to participate will rest with BHEL and will be binding on the selected party.
- G.4. The party to confirm that minimum 01 engineer and 01 draftsman from its team with specified license will remain available at project Site/s for the entire duration of the Project/s.
- G.5. The party to submit its organizational chart to BHEL with its EOI.
- G.6. The selected CP will have to provide bid security to BHEL, valid for 90 days beyond the Project bid validity, in the form of bank guarantee (BG), in proportion to the value of its work in the total scope, at least 10 working days before bid submission for the Projects.

The bid securities will be separate for the Projects, unless decided otherwise by BHEL.

The BGs will be issued by a local bank or by foreign bank & counter guaranteed by a reputed bank in India.

- G.7. Party to confirm that it has written minimum standard of the policies and directions for anti-corruption in relation to procurement together with supporting evidence, pursuant to the



Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act B.E.2560 (A.D. 2017).

- G.8. All attachments to the EOI must be signed by the official having Power of Attorney to sign the EOI on behalf of the party.
- G.9. BHEL reserves the right to physical verification of submitted facts and figures at appropriate stage, and the parties will cooperate for the same, as per BHEL's request. Further, originals of all the documents submitted by the party in its EOI, will be provided to BHEL by the party, as and when requested by BHEL.
- G.10. BHEL may at its sole discretion also decide to engage the CP selected through this REOI process for any project/s in Thailand or adjoining region, for which a suitable separate agreement/s shall be mutually discussed and entered into at an appropriate stage.
- G.11. The party will permit BHEL and EGAT, or their nominated representatives to make enquiries and to obtain further information on the submissions by the party, if required, from the references given by the party in its submissions and / or from Bankers for the party.
- G.12. Soft copies of the Forms will be provided to party/s who request for the same to BHEL, by email at the email addresses specified above. EGAT's tender documents for the Project/s will be shared with the selected CP.
- G.13. The party will be solely responsible & liable, for any liability arising at any stage, due to misrepresentation of facts by the party and BHEL will be indemnified against all such liabilities by the Party in totality.
- G.14. Any party who is found to have intentionally submitted false or inaccurate statements/information shall be disqualified from the EOI process.
- G.15. Depending on the workload and the capacity of the shortlisted party, BHEL may at its sole discretion, decide to select more than one consortium partner for different projects from the parties participating in this REOI process, to address the FSPVPP business opportunities in Thailand, as per the criteria deemed fit by BHEL.
- G.16. Participation in this REOI and / or submission of EOI by any party in response to this REOI, does not necessarily guarantee or entitle the party for consortium partnership and or any association with BHEL for the Project/s and / or for any other purpose.

#### **H. FORMATS/ ATTACHMENTS TO BE SUBMITTED WITH EOI (PREFERABLY IN THE ORDER LISTED BELOW)**

- a) Covering Letter – Expression of Interest (in the attached format).
- b) Copy of company incorporation / registration certificate in Thailand.
- c) Copy of valid License to Practice the Controlled Engineering Profession, issued by Council of Engineers, Thailand.
- d) Power of Attorney to authorised Signatory (as per attached suggested format).
- e) Copy of board resolution backing the POA signatory's authority to give the POA.
- f) Form – 1: Proof of holding Valid License for Professional Practice by engineering staff.
- g) CVs as attachment to Form – 1.
- h) Copy of licenses of names given in Form – 1.
- i) Form – 2 (a): Engineering Team – Experience.
- j) Documentary proof for COD of each of project mentioned in Form – 2(a).
- k) Form – 2 (b): Engineering team – Constitution.
- l) Copies of licenses of names given in Form – 2 (b).
- m) Form – 3 (a): Work Experience (grid-connected ground mounted/ floating solar plants).
- n) Documentary proof of completion for each project mentioned in Form – 3(a).
- o) Form – 3 (b): Work Experience ( $\geq 5$  MWp grid-connected ground mounted/ floating solar plants).
- p) Documentary proof of commissioning for each project mentioned in Form – 3(b).
- q) Form – 3 (c): Work Experience ( $\geq 25$  MWp grid-connected floating solar plants).
- r) Documentary proof of completion for each project mentioned in Form – 3(c).
- s) Form – 4: Financial Position.
- t) Copies of audited financial statements for each year mentioned in Form – 4.
- u) Copies of annual reports for each year mentioned in Form – 4.
- v) Form – 5: Interest for procurement of other items.
- w) Form – 6: Confirmation.
- x) Form – 7: Checklist.
- y) Party's organization chart.



**COVERING LETTER – EXPRESSION OF INTEREST**  
(to be printed on the party's official letter head)

Name of the party	
Address of the party	
Contact Details of the party	Email: Landline phone no.: Mobile phone no.:
Party's EOI Reference No. & Date	

To,  
**BHEL - International Operations Division,**  
**Lodhi Road, New Delhi, India**

**Ref: Your REOI document No. X/BHEL/TH/REOI 01/25 dated 02<sup>nd</sup> July'25 titled "Request for Expression of Interest (REOI) for selection of Consortium Partner for Floating Solar Photovoltaic Power Plants in Thailand"**

**Dear Madam / Sir,**

Having duly examined above-referred REOI, and all related Amendments / Clarifications / Corrigenda / Errata, we hereby, through this Expression of Interest (EOI), express our willingness to BHEL for consideration as Consortium Partner (CP) for bidding jointly with BHEL, for upcoming Floating Solar PV Plants in Thailand, and for undertaking the specified scope of work, in the event of contract award in accordance with terms & conditions set forth in above referred REOI

We confirm that we are incorporated / registered in Thailand and copy of our incorporation / registration certificate is enclosed. Further, our permanent place (address) of business in Thailand is:  
.....

We also confirm that we have a valid License to Practice the Controlled Engineering Profession, issued by Council of Engineers, Thailand & a copy of same is enclosed. We hereby also confirm that, we will keep this License valid during entire EOI process, as well as for entire duration of bidding & till completion of execution of the Project/s.

We are hereby submitting the required documentation in support of our EOI proposal, as required vide your above referenced REOI. We have understood the terms and conditions of the REOI document & we agree to accept and comply with the same, unless otherwise mutually agreed.

Our EOI is valid for ninety (90) days from the specified last date of EOI submission.

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*



## SUGGESTED FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

### POWER OF ATTORNEY (POA)

*(To be executed on non-judicial stamp paper (if applicable in Thailand) of appropriate value in accordance with relevant Laws of Thailand)*

*(To be signed by both the Principal & Attorney-in-fact (the person in whose favour the POA is given) & the signatures to be notarised by the notarial services attorney)*

We, M/s..... (name of the company with address of the registered office) hereby constitute, appoint and authorize Ms / Mr ..... who is presently employed with us and holding the position of ..... and whose signature is given below as our Attorney, to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our EOI reference number ....., dated ....., including signing and submission of EOI, Consortium Agreement, participating in meetings, responding to queries, submission of information/documents, submission of subsequent bid/s and generally to represent us in all the dealings with BHEL.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the ..... day of ..... 2025

.....  
(Signature and name of authorized signatory being given Power of Attorney)

.....  
(Signature and name of the signatory authorized to give the Power of Attorney on behalf of the Company)  
(please attach copy of board resolution backing the signatory's authority to give the POA).

.....  
Seal of the Company

.....  
Signature and seal /stamp of the notarial services attorney.

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



# **FORM – 1: PROOF OF HOLDING VALID LICENSE FOR PROFESSIONAL PRACTICE BY ENGINEERING STAFF**

We, hereby confirm that our engineering staff (as per details below) hold valid License for Professional Practice from the COE according to the Engineering Act B.E. 2542 in Thailand, in each of the following disciplines:

1. Civil Engineering,
2. Electrical Engineering and
3. Mechanical Engineering.

(At least one name in each discipline with valid license is mandatory. If you wish to give more than 3 names, please add more rows):

Discipline		Name of the Engineer/s	License No. with Effective Date	License valid till
Civil Engineering	1			
	2			
	3			
Electrical Engineering	1			
	2			
	3			
Mechanical Engineering	1			
	2			
	3			

Curriculum Vitae (CVs) with details of relevant work experience of above-mentioned engineers are attached with our EOI proposal. Copies of the above mentioned licenses are also attached.

We hereby confirm, that the above Licenses of our engineers will be kept valid during the entire EOI process, as well as for the entire duration of bidding and till completion of the execution of the Project/s.

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*



## FORM – 2 (a): ENGINEERING TEAM - EXPERIENCE

We, hereby confirm that we have capabilities & experience in designing solar power plants ( $\geq 5$  MWp) & medium voltage (MV) systems ( $\geq 33$  kV) and we have completed the following projects with Commercial Operation Date (COD) between 15<sup>th</sup> July' 20 & the specified last date of EOI submission.

Sl.	Project Name, Location	Rating (MWp for Solar / kV for MV system)	Customer	Commercial Operation Date (COD)	Scope of Work of the party	Document attached as proof of COD (Yes / No)
1						
2						
3						

Note:

- Reference of minimum three (03) projects with COD is required.
- Add more rows, if required.
- The rating of solar plants should be  $\geq 5$  MWp & for MV system the voltage level should be  $\geq 33$  kV.
- The COD for the above projects should be between 15<sup>th</sup> July'20 & the specified last date of EOI submission
- Please attach documentary proof for COD of each of the above projects.
- The attached documentary proof should have the names and contact details of your customer, who can be contacted by BHEL, if required, for verification.

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*





## FORM – 2 (b): ENGINEERING TEAM - CONSTITUTION

We hereby confirm that our engineering team includes the following:

SI	Description		Name	License No. with date	License valid till	Remarks
a	Senior engineer with a Professional Engineer license from Council of Engineers, Thailand, specializing in Solar, Floating Solar, and Medium Voltage design and construction management, as well as related work	1				Minimum one (01) senior engineer required.
		2				
		3				
b	Electrical engineer holding an Associate Engineer license from Council of Engineers, Thailand	1				Minimum one (01) electrical engineer required.
		2				
		3				
c	Draftsman	1				Minimum one (01) draftsman required.
		2				
		3				

Copies of the above mentioned licenses are attached.

Note:

- a) At least one name in each discipline is mandatory. If you wish to give more than 3 names, please add more rows.

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*



### FORM – 3 (a): WORK EXPERIENCE

#### (Grid-connected ground mounted / floating solar PV power plants as an EPC Contractor/ Sub-contractor)

We, hereby confirm that we have set up grid-connected ground mounted / floating solar PV power plants as an EPC Contractor/ Sub-contractor (Min. scope for sub-contractor – as per clause D.5 above), with a cumulative installed capacity of at least 10 MWp in Thailand. Details of these projects are given below:

Sl.	Project Name, Location	Rating (MWp)	Ground mounted / Floating	Customer	Role of the party (EPC Contractor /sub-contractor)	Scope of Work of the party	Document attached as Proof of completion (Yes / No)

Note:

- Add more rows, if required.
- The sum of capacity of all the above projects should be  $\geq 10$  MWp.
- Please attach documentary proof for completion of each of the above projects.
- The attached documentary proof should have the names and contact details of your customer, who can be contacted by BHEL, if required, for verification.

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*



### FORM – 3 (b): WORK EXPERIENCE

#### (≥ 5 MWp grid-connected ground mounted solar PV power plants as an EPC Contractor/ Sub-contractor)

We, hereby confirm that we have set up grid-connected ground mounted solar PV power plants as an EPC Contractor/ Sub-contractor (Min. scope for sub-contractor – as per clause D.5 above), in Thailand, with capacity ≥ 5 MWp and which have been in successful operation for at least six (6) months as on last date of EOI submission. Details of these projects are given below:

SI	Project Name, Location	Rating (Min. 5 MWp)	Customer	Role of the party (EPC Contractor/sub-contractor)	Scope of Work of the party	Commissioning date	Document attached as Proof of commissioning (Yes / No)

Note:

- Add more rows, if required.
- The capacity of each of the above projects should be ≥ 5 MWp.
- Please attach documentary proof for commissioning of each of the above projects.
- The attached documentary proof should have the names and contact details of your customer, who can be contacted by BHEL, if required, for verification.
- Projects mentioned in Form 3 (a) may be repeated here, if capacity is ≥ 5 MWp

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.



### FORM – 3 (c): WORK EXPERIENCE

#### (≥ 5 MWp grid-connected floating solar PV power plants as an EPC Contractor/ Sub-contractor)

We, hereby confirm that we have set up grid-connected floating solar PV power plants as an EPC Contractor/ Sub-contractor (Min. scope for sub-contractor – as per clause D.5 above), in Thailand, with capacity ≥ 5 MWp. Details of these projects are given below:

Sl	Project Name, Location	Rating	Customer	Role of the party (EPC Contractor/sub-contractor)	Scope of Work of the party	Completion date	Document attached as Proof of completion (Yes / No)
<b>Grid connected Floating Solar projects of rating ≥ 5 MWp and less than 25 MWp</b>							
<b>Grid connected Floating Solar projects of rating ≥ 25 MWp</b>							

Note:

- Add more rows, if required.
- Only completed, grid connected, floating solar plants ≥ 5 MWp to be mentioned here.
- Please attach documentary proof for completion of each of the above projects.
- The attached documentary proof should have the names and contact details of your customer, who can be contacted by BHEL, if required, for verification.
- Floating Solar Projects mentioned in Form 3 (a) may be repeated here, if capacity is ≥ 5 MWp

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.



#### FORM – 4: FINANCIAL POSITION

Below is the data of our company's Turnover, Assets & Liabilities as per our audited financial statements for the respective years:

SI	Financial Year	Turnover (in THB)	Total Assets (in THB)	Total Liabilities (in THB)	Net Worth (Total Assets – Total Liabilities)	Copy of audited financial statements attached (Yes/ No)	Copy of annual reports attached (Yes/ No)
1	2021-22						
2	2022-23						
3	2023-24						

Note:

- Copies of audited financial statement (Balance Sheet, Profit & Loss Statement, Cash Flow Statement) to be attached for each of the above years.
- Copies of annual reports to be attached for each of the above years.

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*

**FORM – 5: INTEREST FOR PROCUREMENT OF OTHER ITEMS**  
**(as per clause E.4)**  
**(PARTY TO INDICATE INTEREST)**

SI	Item	Interested to Procure (Yes / No)
1	Low Voltage Switchgear for Inverters	
2	PV Inverter Transformers	
3	33 kV/0.4 kV Auxiliary Transformer	
4	33 kV Switchgear	
5	Ring Main Unit	
6	Power Quality Meter	
7	Cable Terminal Box	
8	AC Distribution Board	
9	DC Distribution Board	
10	UPS system	
11	Grounding and Lightning System	
12	Power and Control Cable	
13	Underwater cable	
14	1.5/1.5 kV DC power cable	
15	Fiber Optic Cable	
16	Underwater Fiber Optic Cable	
17	Cable Tray	
18	Cable Ladder	
19	Conduit/Duct	
20	Corrugated HDPE	
21	Fire Alarm System	
22	Fire Protection System <ul style="list-style-type: none"> <li>• Automatic Clean Agent Fire Extinguishing</li> <li>• CO2 Portable Fire Extinguisher</li> <li>• Dry Chemical Portable Fire Extinguisher</li> </ul>	
23	CCTV System	
24	33kV Switchgear Container (if applicable)	
25	PV Island Sway Detection System	
26	DCS	
27	Controller for PV plant	
28	Operation Server	
29	OIS, EWS Computer	
30	RTUs	
31	Fast Ethernet Switch (LAN+Cable)	
32	Switching Hub	
33	Firewall	
34	Executive Information System (EIS)	
35	OPC Server	

SI	Item	Interested to Procure (Yes / No)
36	Programming Tools (Laptop)	
37	Satellite Master Clock	
38	Media Converter	
39	Wireless Communication Equipment	
40	4G/5G Router	
41	Antenna	
42	Ethernet Converter	
43	Control Console	
44	Unmanned Aerial Vehicle (UAV)	
45	Power Generation Forecasting and Schedule System /Software	
46	Weather Station System	
47	Ambient Temperature Sensors	
48	PV Panel Temperature Sensors	
49	Pyranometer	
50	Relative Humidity Sensors	
51	Wind Direction and Speed Sensors	
52	Automatic Total Sky Imager	
53	Floating system for electrical equipment	
54	Portable Digital Radio	
55	Based Digital Radio	
56	IP Telephone	

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.

## FORM – 6: CONFIRMATION SHEET

Sl	REOI Clause	Description	Yes	No
1	D.8	Confirmed that we do not have any just or proper claims pending against it with respect to breach in the performance of contract on other similar work, as on the specified last date of EOI submission.	<input type="checkbox"/>	<input type="checkbox"/>
2	D.9	Confirmed that we do not have any unsatisfactory performance on previous and current contracts with EGAT as on the specified last date of EOI submission.	<input type="checkbox"/>	<input type="checkbox"/>
3	D.10	Confirmed that we have not been declared ineligible/ blacklisted/ banned/ debarred by BHEL/ Government of India from participation in its procurement processes as on the specified last date of EOI submission.	<input type="checkbox"/>	<input type="checkbox"/>
4	D.11	Confirmed that we or any of our manager, managing partner, managing director, executive or person authorized to manage the business, are not named in the list of work abandoners published by the Permanent Secretary, Ministry of Finance, Thailand and/or in the debarment list and/or the list of work abandoners declared by EGAT as on specified last date of EOI submission.	<input type="checkbox"/>	<input type="checkbox"/>
5	D.12	Confirmed that we do not have EGAT's personnel involved in our business except for the ones who are officially ordered by EGAT to act or participate therein.	<input type="checkbox"/>	<input type="checkbox"/>
6	D.13	Confirmed that we are not privileged or protected not to be taken any legal proceeding under Thai Court; provided that such party's government declares that such special privilege is waived.	<input type="checkbox"/>	<input type="checkbox"/>
7	D.14	Confirmed that we will not be EGAT's consultant or involve in EGAT's consultancy for the Project/s.	<input type="checkbox"/>	<input type="checkbox"/>
8	D.15	Confirmed that the aggregate amount of litigation awards against us, in last three (3) financial years does not exceed 25% of our net worth as per the latest financial statements.	<input type="checkbox"/>	<input type="checkbox"/>
9	E	We confirm our acceptance to carry out the Scope of Work listed in Clause E.	<input type="checkbox"/>	<input type="checkbox"/>
10	E.3	We confirm that for each item listed in clause E.3, at the bidding stage, we will provide names of maximum three (03) vendors/suppliers from which these items will be procured.	<input type="checkbox"/>	<input type="checkbox"/>
11	G.3	Confirmed that in case we are selected as CP: <ul style="list-style-type: none"> <li>i. We will form a consortium exclusively with BHEL, before bidding for the Project/s, as per mutually agreed terms &amp; conditions and will comply with the tender requirements of the Project/s.</li> <li>ii. BHEL will be the leader of the consortium &amp; all members of consortium will have joint &amp; several liabilities.</li> <li>iii. The consortium will be separate for separate Projects, unless otherwise decided by BHEL.</li> <li>iv. The consortium agreement/s will generally be as per the attached consortium agreement draft.</li> <li>v. Participation in consortium in any Project/s will be decided by BHEL to the extent possible, in consultation with the selected party, however, the final decision to participate or not to participate will rest with BHEL and will be binding on the selected party.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
12	G.4	Confirmed that minimum 01 engineer and 01 draftsman from our team with specified license will remain available at Project Site/s for the entire duration of the Project/s.	<input type="checkbox"/>	<input type="checkbox"/>



SI	REOI Clause	Description	Yes	No
13	G.6	Confirmed that we will provide Bid Security to BHEL, valid for 90 days beyond the Project bid validity, in the form of bank guarantee (BG), in proportion to the value of our work in the total scope, at least 10 working days before bid submission for the Project/s. The bid securities will be separate for the Projects, unless decided otherwise by BHEL. The BGs will be issued by a local bank or by foreign bank & counter guaranteed by a reputed bank in India.	<input type="checkbox"/>	<input type="checkbox"/>
14	G.7	We confirm that we have written minimum standard of the policies and directions for anti-corruption in relation to procurement together with supporting evidence, pursuant to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act B.E.2560 (A.D. 2017). The same will be provided during bidding stage.	<input type="checkbox"/>	<input type="checkbox"/>
15	G.8	All attachments to the EOI are signed by the official having Power of Attorney to sign the EOI on behalf of the party.	<input type="checkbox"/>	<input type="checkbox"/>
16	G.9	We confirm to cooperate with BHEL to physically verify facts and figures submitted by us with this EOI, at appropriate stage, as per BHEL's request. Further, we also confirm that originals of all the documents submitted by the party in its EOI, will be provided to BHEL by the party, as and when requested by BHEL.	<input type="checkbox"/>	<input type="checkbox"/>
17	G.10	We understand that BHEL at its sole discretion, may also decide to engage the CP selected through this REOI process for other project/s in Thailand or adjoining region, for which a suitable separate agreement shall be mutually discussed and entered into at an appropriate stage. We confirm to abide by the same.	<input type="checkbox"/>	<input type="checkbox"/>
18	G.11	We confirm that we will permit BHEL and EGAT, or their nominated representatives to make enquiries and to obtain further information on the submissions by us, if required, from the references given by the party in our submissions and / or from our Bankers.	<input type="checkbox"/>	<input type="checkbox"/>
19	G.13	We confirm that we will be solely responsible & liable, for any liability arising at any stage, due to misrepresentation of facts by the us and BHEL will be indemnified by us against all such liabilities in totality.	<input type="checkbox"/>	<input type="checkbox"/>

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*

### **FORM – 7: CHECKLIST**

SI	Document	Submitted (YES / NO)
a.	Covering Letter – Expression of Interest (in the attached format).	
b.	Copy of company incorporation / registration certificate in Thailand.	
c.	Copy of valid License to Practice the Controlled Engineering Profession, issued by Council of Engineers, Thailand.	
d.	Power of Attorney to authorised Signatory (as per attached suggested format).	
e.	Copy of board resolution backing the POA signatory's authority to give the POA.	
f.	Form – 1: Proof of holding Valid License for Professional Practice by engineering staff.	
g.	CVs as attachment to Form – 1.	
h.	Copy of licenses of names given in Form – 1.	
i.	Form – 2 (a): Engineering Team – Experience.	
j.	Documentary proof for COD of each of project mentioned in Form – 2(a).	
k.	Form – 2 (b): Engineering team – Constitution.	
l.	Copies of licenses of names given in Form – 2 (b).	
m.	Form – 3 (a): Work Experience (grid-connected ground mounted/ floating solar plants).	
n.	Documentary proof of completion for each project mentioned in Form – 3(a).	
o.	Form – 3 (b): Work Experience ( $\geq 5$ MWp grid-connected ground mounted/ floating solar plants).	
p.	Documentary proof of commissioning for each project mentioned in Form – 3(b).	
q.	Form – 3 (c): Work Experience ( $\geq 25$ MWp grid-connected floating solar plants).	
r.	Documentary proof of completion for each project mentioned in Form – 3(c).	
s.	Form – 4: Financial Position.	
t.	Copies of audited financial statements for each year mentioned in Form – 4.	
u.	Copies of annual reports for each year mentioned in Form – 4.	
v.	Form – 5: Interest for procurement of other items.	
w.	Form – 6: Confirmation Sheet.	
x.	Form – 7: Checklist.	
y.	Party's organization chart.	

Signature*	
Name of the signing official	
Designation of the signing official	
Official seal / stamp of the party	
Date	
Place	

*\*To be signed by official having Power of Attorney to sign the EOI on behalf of the party.*



### CLARIFICATION FORMAT

**FORMAT FOR SEEKING CLARIFICATION ON BHEL's REOI: X/BHEL/IO/THA/FSPVPP/REOI 001/2025**

Party's Name: .....

Party's Ref. no.: .....

Date: .....

Sl.	REOI Clause Ref. No.	Party's Query	BHEL's Reply

Signature:

Name:

Designation:

## CONSORTIUM AGREEMENT DRAFT

This Agreement is made and executed on this ..... day of ..... 2025 by and between:

### 1. PARTIES

**Bharat Heavy Electricals Limited**, a Company incorporated in India under the Indian Companies Act 1956 and having its Registered office at BHEL House, Siri Fort, New Delhi-110 049, India (hereinafter referred to as "**BHEL**") which expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) of the one part

### AND

....., a Company incorporated in Thailand under the ..... and having its Registered Office at ..... (hereinafter referred to as "....." which expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) of the other part

(BHEL and ..... hereinafter individually referred to as 'Party' and collectively as 'Parties').

### WHEREAS

- A. Electricity Generating Authority of Thailand (hereinafter referred to as "**EGAT**"), Thailand, has invited bids for ..... MWp Hydro-Floating Solar Hybrid Project in Thailand (hereinafter referred to as "**Project**"). The Bid shall include design, procurement, manufacture, fabrication, shop tests, supply, delivery to Site, insurance, project management, construction, installation, testing, commissioning, plant start-up, on-site training, plant guarantee and guarantee of the Equipment, and civil works of the Project. The Project comprises of the Crystalline Silicon solar PV modules, floating PV system, anchoring and mooring system, 33 kV electrical system and transmission lines, control and monitoring system and related software system. The Plant is located at ....., ..... District, ..... Province, Thailand.
- B. BHEL and ..... have agreed to constitute themselves as a **CONSORTIUM ON AN EXCLUSIVE BASIS** for the purpose of responding to the invitation by submitting a bid, negotiating and executing the resulting contract, if any, and thereof set forth their agreement in connection therewith by defining their respective rights, liabilities, interests and obligations.
- C. The scope division between BHEL and ..... will be as per the scope matrix at Annexure - I of this agreement.
- D. BHEL will be the Leader of the consortium.

**NOW THEREFORE**, it is agreed upon between the Parties as hereunder:

### 2. DEFINITIONS

- 2.1 "Project" shall mean ..... MWp Hydro - Floating Solar Hybrid Project ..... Dam Unit 1 in Thailand.

- 2.2 "Employer" shall mean EGAT, which expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns.
- 2.3 "Consortium" shall mean all parties to this Agreement jointly – Namely BHEL and .....
- 2.4 "Proposal" shall mean the bid submitted by the Consortium.
- 2.5 "Tender" shall mean the bid documents issued by the Employer.
- 2.6 "Consortium Leader / Leader" means BHEL.
- 2.7 "Contract" shall mean the agreement (to be) concluded between the Consortium and the Employer relating to the Project as amended with consent of all the parties from time to time in accordance with the terms of the Contract and this Consortium Agreement with all its Annexure referred to herein and all subsequent Amendments thereto.
- 2.8 "Supply" shall mean all supplies and services which the Consortium has to provide in accordance with the terms of the Contract and this Consortium Agreement between the Parties.
- 2.9 "Part of Supply" shall mean a portion of the supplies and services to be performed in part by any one Party in accordance with the contract.
- 2.10 "Contract Value" shall mean: the total amount including variations and escalation payable by the Employer in accordance with the Contract between the Employer and the Parties herein.
- 2.11 "Share of Supply" shall mean the ratio - expressed as a percentage - between the price for the Part of Supply of any one Party and the Contract Value after deduction of Joint Costs (if any) in accordance with this Consortium Agreement.
- 2.12 "Portion of Contract Value" shall mean any one Party's portion expressed in monetary terms of the Contract Value after deduction of Joint Costs (if any) in accordance with this Consortium Agreement.
- 2.13 "Cost" shall mean direct cost plus overhead incurred ("overhead incurred" refers to expenses incurred and not solely attributable but essential for fulfilment of an objective) by any one Party and is thus exclusive of any profit.
- 2.14 "Steering Committee" shall mean committee constituted pursuant to the relevant clause/s in this agreement.
- 2.15 "Extra Work" shall mean any supply or services not constituting the text of the contract, though incidental and indispensable to the execution thereof to a Party or Parties at the date of this Consortium Agreement, and not constituting a Variation or Change (as defined in the Contract), but which are incidental and therefore necessary to provide in order to fulfil the requirements of the Contract.
- 2.16 "Defect" shall mean "Defect" as defined in "Contract"
- 2.17 Communications made by the means of fax / email shall for the purpose of this Consortium Agreement be treated as having been made in the written form.

### **3. ENCLOSURES**

- 3.1. The following enclosures are an integral part of this Consortium Agreement:
- 3.1.1. All enclosures, attachments, annexure and amendments to the consortium agreement including Scope Division Matrix as enclosed as Annexure I.
- 3.2. If there is any contradiction between this agreement and its enclosures, this agreement shall take precedence over the enclosures.
- 3.3. The relevant enclosures hereto shall be kept up-to-date and amendments thereto shall be

executed by the Parties as a result of agreed amendments to the Contract or agreed internal variations/modifications and shall be so recorded in writing and shall constitute an integral part of this Agreement.

#### **4. PURPOSE**

4.1. The purpose of this Consortium shall be :

- A. To jointly prepare and submit EPC bid for the Project in accordance with the Tender Documents to the Employer.
- B. In the event of successful bidding and award of Contract by the Employer, to carry out the works in accordance with the terms and conditions of the Contract and this Consortium Agreement.
- C. Conducting any necessary pre – award, contract negotiations and entering into the contract, in the event the bid proposal is accepted by the EPC contractor and / or Employer.

4.2. Duty to provide information: Each party shall be responsible for preparing the content of the Bid for its scope of work and for ensuring that its scope of work is complete in all respects. The Parties shall provide each other promptly with all information and assistance reasonably required for the purposes of the preparation of the Bid.

4.3. Exercising rights arising out of the contract: The Parties shall exercise their rights arising out of the Contract in such a way that the interests of other party are adequately taken into account. A Party shall not, without the consent of the other Party, enforce any rights arising out of the Contract, which may affect the rights of the other Party under the Contract.

4.4. The Consortium Leader shall collate the respective bids and present a final Bid to the Employer. While doing so, the Consortium Leader shall take adequate possible precautions to protect each Parties interest.

4.5. For the purpose of participating in the bidding process, the name of the Consortium shall be: "BHEL - ..... Consortium".

#### **5. JOINT EFFORTS**

5.1. Each Party shall make their best efforts to secure the award of the Contract. No Party shall, however, have a claim against any other Party arising out of a failure to secure the award of the Contract for the Project.

5.2. Each Party shall forward the purpose of the Consortium in cooperation with the other Party:

- a) Subject to Clause 4.4, the Parties may agree to jointly prepare the Proposal and to submit it to the Employer. Each Party shall prepare the cost calculation in respect of its Part of Supply and services based on the Scope Matrix annexed herein.
- b) Both Parties shall take adequate precaution to quote the rates competitively with the aim of winning the contract.
- c) All negotiations with the Employer in connection with the Proposal prior to the date of the Contract shall be led by the Consortium Leader, in the presence of representative/s of each of the Parties, unless otherwise agreed.
- d) No changes, additions or modifications to the Proposal after its submission and no agreement

with the Employer containing such changes, additions or modifications shall be made except with the prior consent of all Parties. Withdrawal of the Proposal (if permissible) as well as any extension of the validity period of the Proposal shall require the prior written consent of all Parties.

- e) For the avoidance of doubt, all consent mentioned hereinabove shall be in writing based on mutual agreement between the Parties.

## **6. EXCLUSIVENESS**

- 6.1. The Parties shall as long as this Consortium Agreement remains in force cooperate on an exclusive basis i.e. no Party shall during the validity hereof submit a Proposal to or enter into a contract with the Employer or any other party for the Project, either alone or in collaboration with a third party.

## **7. LEGAL STATUS**

- 7.1. This Consortium Agreement shall relate solely to the Project and shall not extend to other activities or be construed to create a partnership or any other form of legal entity. Nor shall it be construed as creating or requiring any on-going or continuing relationship or commitment among the parties hereto other than the obligations expressly set forth in this agreement. There shall be no profit or loss sharing. For the avoidance of doubt, sharing of liability for Cost, Liquidated Damages etc. as provided in this Consortium Agreement shall not be regarded as profit or loss sharing.

## **8. RELATION BETWEEN THE PARTIES**

- 8.1. This Consortium Agreement regulates the relationship between the Parties, for this Project, during its validity.
- 8.2. No Party shall without prior written consent in each case from the Party concerned create obligations, accept commitments or waive rights on behalf of any other Party.
- 8.3. Each Party shall comply with the Contract and in particular shall perform its Part of Supply and Services having regard to the Contract and this Consortium Agreement and shall engage such personnel and perform such services as may be required therefore.

## **9. LEADER OF THE CONSORTIUM AND RESPONSIBILITIES OF THE LEADER**

- 9.1. All parties shall work together for winning the Bid and successfully executing the project thereafter. The Consortium Leader shall:
  - A. Submit the bid to the Employer as per Clause 4.4
  - B. Facilitate coordination amongst the Parties during:
    - i. the preparation of the proposal, various clarifications to bid – proposal
    - ii. performance of the contract, in particular on technical, commercial and organizational issues .
    - iii. represent the Consortium vis-a-vis the Employer and ensure liaison with the Employer.

- iv. sign the bid and related documents on behalf of the consortium.

## **10. STEERING COMMITTEE**

- 10.1. A Steering Committee, consisting of, unless otherwise agreed between all Parties, one representative and one deputy for each of the Parties shall be established as the chief executive body of the Consortium.
- 10.2. Each Party shall be at liberty to replace his/her nominee as member/deputy at any time by written notice to the other Party. Such notice of replacement shall take effect, unless a specific date is stated in the notice, immediately upon receipt of the notice by the other Party.
- 10.3. The Steering Committee shall meet when requested by any of the Parties. All decisions of the Steering Committee shall be unanimous.

## **11. INFORMATION AND MEETINGS**

- 11.1. Each Party shall on request (i) submit the information reasonably required by any other party for the preparation of its individual proposal and performance of its part of supply and (ii) participate in the planning meetings requested by a Party.
- 11.2. BHEL and / or ..... shall be party to negotiations with the Customer or any third party in respect of the Project if the negotiations are deemed by BHEL and / or ..... to have a bearing on their / its scope of work or the issues to be negotiated are deemed by BHEL and / or ..... to be crucial and important to carrying out their / its obligations for the project.
- 11.3. Each Party shall have the right to participate in any meetings held with the Employer and the Leader or a Party, as the case may be, upon being advised by the Employer about any such meeting, shall promptly advise the other Parties of said scheduled meeting, providing details of the issues to be discussed and the date and place of such meeting.

## **12. MINUTES OF MEETING**

- 12.1. Minutes shall be kept by the Leader at all meetings of the Steering Committee or other meetings between the Parties and copies of these minutes shall be promptly distributed to the Parties.
- 12.2. Such minutes shall be deemed approved by the Parties unless written disagreement stating the reasons is notified to the Leader within ten days from receipt thereof.

## **13. SHARES OF SUPPLY AND PORTIONS OF CONTRACT VALUE**

- 13.1. If one Party provides supplies or services pertaining to other Party's Part of Supply as a subcontractor to such other Party, the value thereof shall be referred to the last mentioned Party when calculating the Shares of Supply and Portions of Contract Value.
- 13.2. Additions or amendments to the Contract / Consortium Agreement, which result in changes to the Contract scope and / or value or the internal allocation of Supply, shall lead to a corresponding amendment of the Shares of Supply and Portions of Contract Value. All such amendments shall be recorded in writing and annexed hereto.
- 13.3. Changes referred in the above clause shall however not result in a revision in matters of obligation and liabilities as referred in this consortium agreement until and unless so agreed



explicitly by the Parties / recommended by the Steering committee.

- 13.4. In case the Contract Value is expressed in more than one currency, the Parties shall, for the purpose of determining the Shares of Supply, agree on fixed rates of exchange to be applied during the entire term of this Consortium Agreement.

#### **14. SUB-CONTRACTING**

- 14.1. If a Party subcontracts certain supplies or services pertaining to its Part of Supply to the other Party to this Consortium Agreement, then the resulting relationship between such Parties shall be independent, exclusive and governed by a separate subcontractor agreement. This Consortium Agreement shall not in any way be affected thereby. However prior intimation of such arrangements shall be given to the other Party at least 30 days in advance.

#### **15. COMPLETENESS**

- 15.1. Having due regard to the character, objectives and scope of the Project, the Parties acknowledge that the Consortium is obliged to deliver a Project which is complete and functional to the satisfaction of the Employer.
- 15.2. Save as otherwise provided herein, should Extra Work be necessary to perform the Contract, then the related Cost shall be assumed by the Party or Parties, to whose Part(s) of Supply such Extra Work can be properly referred with no additional consideration being payable to such Party or Parties unless agreed upon by the Employer.
- 15.3. In the event that such Extra Work cannot be reasonably attributed to any one Party's or Parties' Part of Supply, then the Cost thereof shall be borne by all Parties in proportion to their Shares of Supply.
- 15.4. Should the extra work be the result of unclear interface definitions all Parties shall be required to participate in the sharing of such cost in proportion to their respective shares of supply.
- 15.5. In the event that there is no consensus with regard to the exact proportions pertaining to either Party's Shares of Supply, the additional costs of such work shall be divided as decided by the Steering Committee / Mediation / Arbitration as per the relevant clause/s of this agreement.

#### **16. PROPOSAL PRICE**

- 16.1. The price to be quoted to the Employer will be on the basis of the individual proposals submitted by the Parties and taking into account the joint costs, if any, specified in this Consortium Agreement.
- 16.2. Any surplus or deficit in the Joint Costs specified in this Consortium Agreement shall be allocated to all Parties in proportion to their Shares of Supply.
- 16.3. Apart from the Joint Costs, if any, expressly set forth in this Consortium Agreement no joint profit mark-up or joint mark-up to cover other joint costs or risks will be made unless otherwise agreed between all Parties.

#### **17. COSTS**

- 17.1. Except as otherwise expressly set forth in this Consortium Agreement, each Party shall bear all

their respective costs incurred in connection with this Consortium Agreement including the costs of the Proposal preparation, Contract negotiations, participation in meetings, site visits etc.

- 17.2. Each Party shall in its price include commission, if any, which may be payable to its representative/s.
- 17.3. The parties hereto may agree to jointly engage such independent technical or legal consultants as may be deemed necessary by the parties during the implementation of the contract, in the event the parties agree to engage such technical or legal consultants, the costs of such technical or legal consultants shall be borne entirely by the party to whose scope the Consultancy pertains. If the Consultancy is for joint / overlapping scope the cost will be shared in the ratio of respective share of supply.
- 17.4. In the event that respective share of supply is not determined and no consensus achieved such costs shall be borne as decided by the Steering Committee / Mediation / Arbitration as per the relevant clause/s of this agreement.

## **18. BONDS**

- 18.1 Each party shall give proportionate guarantees/bonds to the employer in the ratio of respective share of supply and services.
- 18.2 In order to submit the Bid, the Leader of Consortium shall arrange the Bid Security and the cost of such arrangement shall be informed and shared by the Parties in the ratio of respective share of supply and services

## **19. PAYMENT MECHANISM & TERMS OF PAYMENT**

- 19.1. Parties shall quote Bid Price after taking into account the terms of payment if any, detailed in the commercial bid document issued by the Employer.
- 19.2. The Parties shall take care to see that they respectively and jointly get highest marks during the Price Bid Evaluation. In order to do so they shall respect the conditions of contract proposed in the Bid document and/or quote competitive particular conditions and terms of payment.
- 19.3. During pre-award discussions, both Parties shall take part in the negotiation with the Employer and negotiate the best payment terms. All the payments may be routed by the Employer through the Consortium Leader.
- 19.4. No Party will hold other Party responsible for non-receipt of Payment or delay in payments for their respective scope of works.
- 19.5. The foregoing procedures shall be governed by the payment terms set forth in the Contract and the Parties agree prior to signature of the Contract to amend this Agreement to the least extent necessary to be consistent with such payment terms.

## **20. OBLIGATIONS AND LIABILITY**

- 20.1. The Parties shall be jointly and severally bound by the terms of the Tender and shall be jointly and severally liable towards the Employer for the performance of all obligations under the Contract.

- 20.2. Notwithstanding that the Parties may agree to be jointly and severally bound by the terms of the Tender to the Purchaser for the performance of all obligations under the Contract, it is agreed that such joint and several liability shall not impede, affect or prejudice operation and discharge of a Party's individual and several liabilities as contained in this Agreement.
- 20.3. Each party shall be liable for carrying out its Part of Supply under the Contract as if each Party had signed a separate contract with the Employer for its Part of Supply. Save as otherwise provided herein, each Party shall assume all technical, commercial, and financial risks for its scope of work.
- 20.4. In the event there is a breach of the contract by the Employer, no party shall abandon or otherwise cease or delay performance of the contract or this agreement unless so decided by the Steering Committee / Mediation / Arbitration as per the relevant clause/s of this agreement.
- 20.5. Each party will be individually responsible for making payments of salaries, wages, insurance, income tax of the staff and all expenses relating to providing infrastructure and other facilities to the staff members within and outside India for its scope of work except for certain support/ facilities to be provided by the Parties.
- 20.6. The parties hereto agree, acknowledge and undertake to strictly observe jointly and severally their contractual obligations to the Employer.
- 20.7. It is further understood that each party hereto shall be fully responsible for their respective scope of works and services and shall bear all technical, financial and other costs, expenses and risks according to their respective scope of work in the Project.
- 20.8. Each Party hereby undertakes to assist the other to the best of its ability in the management and implementation of the Project to provide information and documents. Both, Parties, undertake to provide all necessary inputs to each other in time bound manner for completion of the Project as per Contractual schedule.

## **21. LIABILITY SETTLEMENT/ SHARING**

- 21.1. All the Parties hereby acknowledge and agree to their joint and several liabilities to the Employer for the performance/completion of the Project in pursuance of the Contract. Only the defaulting Party shall be liable to bear the consequences of its defects and the total liability of each consortium member shall not exceed their respective Contract Values.
- 21.2. Each Party agrees to and undertakes to indemnify and hold harmless the other Party against any liability, loss, costs, damages or expenses sustained as a result of negligent or wilful improper performance or wilful disturbance caused by itself or by any of its subcontractors, suppliers or associates in connection with its share of work as per the contract.
- 21.3. Each Party shall provide its own working capital for its respective Scope of Work. No Party shall have the right to borrow money on behalf of or in the name of the Consortium or other Party nor shall any Party have the right to pledge the credit of the Consortium.
- 21.4. Should any one of the Parties fail to meet its obligations or, in case of defects or errors of omission in supply or services, the Party in default shall take immediate action at its own cost and expense to remedy the failure and eliminate defects, errors and omissions and fulfil the requirements vis-à-vis in terms of Project Contract and shall bear the consequences of any claims made by the Employer without any liability on the other Party.
- 21.5. In case, the penalties for performance of technical guarantees and for faulty workmanship/material are levied by the Employer, the Party in default shall solely be

responsible for making all payments on this account.

- 21.6. If a Party has furnished technical information as basis for Part of Supply to be provided by another Party, the first Party shall compensate the other Party/Parties for the extra Cost incurred as a result of such information being incorrect or subsequently changed.
- 21.7. Should a situation described in the above Clause occur, the Party which has submitted the technical information shall be immediately consulted regarding measures to be taken. No Party shall be entitled to compensation for extra Costs unless and until such consultation about the measures to be taken and the Cost therefore has taken place, except if the first Party refuses to participate in such consultation.
- 21.8. If one Party negligently or intentionally causes disruptions in the performance of the work of another Party, the first Party shall be liable for the extra Cost incurred. In no event shall any Party be liable for loss of profit, production stoppage or consequential or punitive damages towards each other.
- 21.9. Should a liability by way of damages or penalty, arise under the advance payment/ performance guarantees, each Party shall bear such claims as may be attributable to their respective Scope of Work.
- 21.10. If the Parties disagree on claim made by the Employer towards damages/ penalty or in any other manner, on account of failure under the Project Contract and the same cannot be explicitly attributed to failure of any one of the Parties, the parties shall provisionally bear the same proportionally to their respective share of supply until the question of liability is resolved in terms of the provisions of this Agreement but proceed with the work.
- 21.11. Neither Party's obligation to perform under the Project Contract will be diminished in any way by reason of failure or delay in the performance of its obligation by the other Party, under the project Contract except to the extent where due to technical reasons unless such Party is prevented from fulfilling its obligations due to failure or delay of the other Party. Any liability arising on Party, so prevented, shall be made good by the other Party in delay / default.
- 21.12. Any limitation of liability provided for in this Consortium Agreement shall apply also to the liability of any one Party for damages caused by a third party executing any obligation under this Consortium Agreement for that Party.

## **22. LIABILITY FOR DEFECTS**

- 22.1 Each Party shall at its own cost remedy defects limited to its Part of Supply.
- 22.2 If a defect cannot be referred to Part of Supply of any of the Parties, the Cost to remedy the defect shall be paid by all Parties in proportion to their respective Shares of Supply.
- 22.3 If one of the Parties is obliged to provide supplies or services to remedy a defect for which the other Party is responsible, the latter shall reimburse the former for the Cost incurred. A formal communication of latter party is required in terms of scope and price prior to such remedy being affected.

## **23. LIABILITY FOR DAMAGE TO PHYSICAL PROPERTY OR PERSONAL INJURIES**

- 23.1 Each Party (the "Responsible Party") shall be individually liable for property damage (including costs and losses arising there from) to the equipment, material, supplies or other physical property of any other Party, of the Employer or of third parties as well as for personal injury or death

(including costs and losses arising there from), provided (i) such property damage or personal injury or death is caused by any intentional act or omission or the negligence of the Responsible Party responsible, its personnel, its subcontractors or agents, or (ii) applicable laws makes the responsible party liable for such property damage or personal injury or death.

## **24. LIABILITY FOR DELAY**

- 24.1. With respect to defaults in the performance of contractual obligations that may give rise to the application of liquidated damages for delay:
  - 24.1.1. The Parties agree to inform each other of reasonably foreseeable delays in the performance of their respective scope of supplies and services under the terms of the Contract so that any action for arresting or for controlling the expected delay and avoiding the application of liquidated damages, may be taken forthwith.
  - 24.1.2. If the Consortium leader is liable towards the Employer for payment of liquidated damages, penalties or the like of delay damages and this is solely due to one of the Parties, then such Party shall pay all the Delay Damages as specified in the Contract and as demanded by the Employer provided it can be proved beyond reasonable doubt that such Party is solely attributable to the damage thereby caused.
  - 24.1.3. If all / more than one Parties are responsible for having caused the delay, then the amount of Delay Damages payable to the Employer shall be divided in proportion to the aggregate period of actual delay for which each of them is responsible for the delay.
  - 24.1.4. The rates and limit of Liquidated Damages for delays if applied by the Employer and to be paid either by one party or jointly by both the parties will be as per the tender documents / contract subject to the same having been confirmed by the parties in their respective offer to the consortium leader.

## **25. LIABILITY FOR TECHNICAL PERFORMANCE**

- 25.1. With respect to defaults in the performance of contractual obligations that may give rise to the application of liquidated damages for Technical Performance:
  - 25.1.1. The Parties agree to inform each other promptly of any foreseeable failure to achieve Contract performance guarantees so that any action capable of avoiding or mitigating the anticipated failure, or the application of liquidated damages, may be implemented forthwith.
  - 25.1.2. Since each Party is responsible for the performance guarantee of equipment / system under its scope, if liquidated damages for failure to achieve performance guarantees of the equipment or system are applied, then such Party/ies responsible for the equipment / system shall pay the liquidated damages in full as specified in the Contract and as demanded by the Employer provided it can be proved beyond reasonable doubt that the shortfall in performance is solely attributable to the Party/ies.
  - 25.1.3. If all / more than one Parties are responsible for the shortfall in performance, then the amount of liquidated damages payable to the Employer shall be divided in proportion to the aggregate shortfall in performance for which each of them is responsible.
  - 25.1.4. The rates and limit of Liquidated Damages for shortfall in performance if applied by the Employer and to be paid either by one Party or jointly by both the Parties will be as per the

contract agreement.

## **26. PROVISIONAL SETTLEMENT**

- 26.1. Should the Parties not come to an agreement regarding their respective responsibility for any claim from the Employer, such claim shall be provisionally settled jointly by all Parties in proportion to their respective Shares of Supply until the Parties reach agreement or until the Arbitration Tribunal as per the relevant clause/s of this agreement has finally determined the matter.

## **27. DELAY IN PROVIDING INFORMATION / MISTAKES IN INFORMATION**

- 27.1. In the event of any delay or mistakes in documentation exchanged between the parties the recipient shall endeavour to notify delay or mistakes to the other party promptly such that documents may be provided or amended urgently to mitigate the possibility of incurring additional costs.
- 27.2. If a Party incurs significant additional cost by reason of late, insufficient, inaccurate or incorrect provision by the other Party of design or other information reasonably and properly required by the first Party in order for it to perform its obligations under the Contract, or by reason of changes in design, scope, equipment or materials initiated or required by the other Party (not being a variation agreed with and paid by the Employer), the other Party shall reimburse the first Party the additional costs actually and reasonably incurred by the first Party as a direct result of the late, insufficient, connection inaccurate or incorrect provision of such information or as a direct result of such changes in design, scope, equipment or materials.
- 27.3. All the Parties shall mutually discuss and agree on the milestones and time schedule for flow of required documentation / information between each other.

## **28. INSURANCE**

- 28.1. Unless otherwise agreed, each Party shall take out insurance policies at its own cost which it deems necessary for performing its portion of Scope of Work or which may be mandatory under the Contract. A Party shall on the request of any other Party disclose the terms of such insurance policies.
- 28.2. Each Party shall endeavour to obtain from its insurance company a waiver of the right of recourse against the other Parties with respect to insurance policies taken out specifically for the Project.

## **29. CLAIMS AGAINST THE EMPLOYER**

- 29.1. If any Party considers that it has a claim against the Employer, it shall - after consultation and agreement with the other Party - be entitled at its own cost to assert the claim and take all actions necessary to reach a final resolution of the claim including arbitration, court proceedings and enforcement proceedings. If in connection therewith it should become necessary for the first Party to act both in its own name and in the name of one or more of the other Parties, then such other Parties shall authorize the first Party to act in their names to the limited extent set

forth herein. The first party shall indemnify and hold harmless the other Parties from all claims which may be brought against them as well as from all damages, losses and expenses incurred by them as a result of such actions as aforesaid (except such claims, damages etc. for which one or more of the other Parties is / are liable according to other provisions of this Consortium Agreement).

### **30. TAXES AND LOCAL COMPLIANCES**

- 30.1. Unless otherwise agreed, each Party shall be responsible for paying all taxes, duties and similar charges levied upon it in connection with the performance of its portion of Scope of Work as per the Bid documents and / or contract and carry out all necessary filings, registrations and fulfil all other obligations towards relevant fiscal authorities in relation thereto. Each Party shall save, and hold the other party harmless from any expense, claim liability, or obligation with respect to such charges.
- 30.2. Each Party shall be responsible for due payment of all Taxes in respect of its own personnel as well as the personnel of its subcontractors.

### **31. CONFIDENTIALITY**

- 31.1. Each of the Parties agrees to keep confidential all information that is expressly marked and indicated and intended as 'confidential' and is in writing/tangible form, received from another Party in connection with the Project.
- 31.2. Each of the Parties also agrees not to make use of such information for any purposes other than (i) to further the purpose of the Consortium and (ii) for performing its portion of Scope of Work.
- 31.3. The above undertaking in this Clause shall, however, not apply to information which through no fault of the receiving Party, is or becomes generally known through publication or otherwise, or the receiving Party can establish was in its possession, without any restrictions as to its disclosure, at the time of its receipt, or is subsequently lawfully acquired by the receiving Party independently of any other Party or becomes mandatory to disclose in pursuance of a law/regulation and/or order of a court/tribunal or is developed independently by the receiving Party.
- 31.4. If a Party in order to perform its Part of Supply needs to disclose to a subcontractor/s, business associate/s information received from another Party, then such first mentioned Party shall have the right to do so, with prior written consent of the other party, to the extent needed for such purpose but shall first obtain from such subcontractor/s, business associate/s a confidentiality undertaking consistent with the provisions of this Clause.

### **32. ENTIRE AGREEMENT AND CHANGES AND SEVERABILITY**

- 32.1. This Consortium Agreement with its enclosures constitutes the entire agreement between the Parties on the subject matter hereof and supersedes any and all previous understandings, correspondence or agreements (oral or written) between the parties for the subject project if any. It can only be amended through the execution by all Parties of a written instrument. Any modifications or addition to this agreement must be made in writing and signed by the duly authorized representatives of both the parties.

- 32.2. If any provision of the agreement is or becomes invalid, such invalidity shall not affect the other provisions of this agreement.

### **33. TITLES**

- 33.1. The titles of the articles of this agreement are used in a purely indicative manner and in order to facilitate its reading. They may not be used in interpreting the articles, nor may they be referred to in such interpretation.

### **34. DISPUTE RESOLUTION**

- 34.1. In the event of any dispute between the Parties under the terms of this Agreement, then the parties shall endeavour to resolve the dispute amicably at the first instance in good faith.
- 34.2. If an amicable settlement to any dispute/s between the Parties under the terms of this Agreement, including any question regarding its existence, validity or termination, cannot be reached through mutual discussions and negotiations within 60 days of its notification by either Party to the other Party then the same shall be settled/resolved by arbitration in accordance with the arbitration rules of Mumbai Centre For International Arbitration (MCIA), which rules are deemed to be incorporated by reference in this clause. The seat of Arbitration shall be Delhi, India. The arbitration tribunal shall consist of 03 (three) arbitrators appointed by MCIA. The language for conducting arbitration proceedings shall be English & the law governing the arbitration will be the Laws of India.
- 34.3. The arbitration award shall be final and binding upon the Parties and may be enforced in any court having jurisdiction. Nothing shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining another Party from doing any act or compelling the other Party to do any act.

### **35. FORCE MAJEURE**

- 35.1. All the events specified in the Tender documents as events of "Force Majeure" shall be construed as "Force Majeure" events under this Agreement.

### **36. DURATION OF THIS AGREEMENT**

- 36.1. This agreement shall become effective as on the date of execution and continue to be in force and terminate without prejudice to any antecedent liabilities upon the occurrence of any of the following, whichever is earlier:
- a) if the bid Proposal is unsuccessful,
  - b) if the Project is abandoned by the employer,
  - c) if the Project is awarded to any party other than this Consortium,
  - d) In case the Project is re-tendered, or the terms and conditions of the tender are substantially altered or if there is a considerable extension in the tender submission date, the Parties will decide the continuity of this agreement,
  - e) By mutual agreement,



- f) By substituting this agreement with a detailed agreement.

**37. NOTICE AND COMMUNICATION, APPLICABLE LAW AND NUMBER OF ORIGINALS**

- 37.1. Notices and other communications under the Agreement between the Parties shall in writing, addressed to person/s as indicated below:

Name: Designation: Bharat Heavy Electricals Limited International Operations Division, 5 <sup>th</sup> Floor, Integrated Office Complex, Lodhi Road, New Delhi – 110 003, India.	Name: Designation: .....
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- 37.2. This Agreement shall be construed in accordance with and be governed by laws of India.

- 37.3 The agreement will be executed in duplicate, each of which shall be deemed as original, one copy for BHEL and one copy for .....

**IN WITNESS WHEREOF**, this Agreement has been executed on the ..... day of ....., 2025 at .....

<b>For Bharat Heavy Electricals Limited</b> _____ Name: Designation:	<b>For .....</b> _____ Name: Designation:
<b>Witness:</b> _____ Name: Designation:	<b>Witness:</b> _____ Name: Designation:

**ANNEXURE - I**

**PROPOSED SCOPE MATRIX**

**(To be mutually discussed & finalised)**