

**BHEL-ELECTRONICS DIVISION, BENGALURU**  
**COMMON CONTRACTING DEPARTMENT**

**NOTICE INVITING TENDER**

1.	Tender Ref No:	BHEL-EDN/ CCD-CAPEX- SMT PICK AND PLACE SYSTEM/ GTE-NIC1/2025	
1.1	NIC REF NO:	2025_BHEL_44080_1	
2.	Tender Type	Global Tender -Two part ( e-Tender)	
3.	Scope of Procurement	SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEMA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE	
4.	Delivery Location	BHEL-EDN, BANGALORE-560 026	
5.	Contract Period and Delivery Schedule	Validity of PO shall be <b>30 Months</b> from date of Purchase Order (PO). <b>Supply within 20 Weeks</b> from the date of Purchase Order (PO) and <b>Erection &amp; Commissioning</b> within <b>2 weeks</b> of intimation / clearance from BHEL.	
6.	Earnest Money Deposit Amount	₹40,00,000/- ( ₹ Forty Lakh )	
7.	Contents of Tender Document.	A] Part-I Techno-Commercial Bid Instruction to Bidders and Check list Technical Bid Commercial Bid Purchase Specification Annexures-A to L and Guidelines w.r.t Indian Agent B] Part- II Price Bid Price bid ( For Price Break up)	Pages 03 08 36 12 23  Pages 2
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal (NIC) ( <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> )	
10.	Due date and time for Submission of offer	07.02.2025/ 16:00 Hr.	
11.	Due date and time for Opening of Technical bid	07.02.2025/ 16:30 Hr.	
12	Contact details for queries related to tender	Shri. Satya Prakash, Sr. Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: <a href="mailto:ccd.edn@bhel.in">ccd.edn@bhel.in</a> ;	
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2 <sup>nd</sup> Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026	

### **INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal (GeM) as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission

of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.

**CHECK LIST FOR SUBMISSION OF OFFER**

Bidder shall submit the offer in two parts as Part-I (Techno-Commercial Bid) and Part-II (Price Bid)

**Part -I (Techno -Commercial bid)** shall contain following documents:

- a) Duly filled and signed **Technical Bid**
- b) Duly filled and signed **Commercial Bid**
- c) **Annexures**
- d) Supporting documents
- e) Duly signed copy of **Unpriced Price Bid**.

**Part-II (Price Bid)**

- a) Price quoted in GEM shall be inclusive of GST.

Price break-up of quoted rates shall be uploaded as per price bid format.

Sl. No	Description	Remarks
1	<b>Check list for Part-I: Techno commercial Bid</b>	
1.1	All information requested in <b>Technical Bid</b> provided along with supporting documents enclosed.	Signed Copy of Technical Bid <input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded
1.2	Technical Specification of Offered Equipment meets the Purchase Specification as per Tender.	<input type="checkbox"/> Yes / <input type="checkbox"/> No Product Catalogue of Offered Equipment <input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded
1.3	All information requested in <b>Commercial Bid</b> provided along with supporting documents enclosed.	Signed Copy of Commercial Bid <input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded
1.4	Duly Filled and signed copy of Annexures as applicable	Annexures requested to meet the Pre-qualification criteria as part of Techno Commercial Bid <input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded
1.5	Duly Signed copy of Unpriced Price Bid	<input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded
2	<b>Check list for Part-II: Price Bid</b>	
2.1	Rates are <b>inclusive of GST</b> and Price breakup is uploaded as per Price bid format.	<input type="checkbox"/> Quoted Rates are <b>inclusive of GST</b> and Price breakup as per Price bid uploaded. <input type="checkbox"/> Quoted Rates are <b>excluding GST</b> and Price breakup as per Price bid not uploaded.



**NAME OF THE PROCUREMENT: SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE**

**TENDER REF NO: BHEL-EDN/ CCD-CAPEX- SMT PICK & PLACE SYSTEM/ GTE-NIC1/2025**

**PART-I (TECHNO -COMMERCIAL BID)**

**A TECHNICAL BID**

**BIDDER PROFILE**

**NAME OF TENDERER:**

**Bidder shall provide Information related to their Organization.**

**Information related to Organization**

- ☐ Enclosed with offer.
- ☐ Not enclosed with offer.

Bidder Shall provide basic information as per Attached Format. Additional Information may also be enclosed as separate Annexure.

The information provided shall be used for communication with the bidder w.r.t Tender.

**Following document (As applicable) may be enclosed**

- 1) Income Tax Registration (PAN) (As applicable)
- 2) GST Registration. (As applicable)
- 3) Certificate of Incorporation (As applicable)
- 4) Partnership Deed (As applicable)
- 5) Power of Attorney (As applicable)

1	STATUS OF THE BIDDER			
	QUALIFYING PARAMETER	QUALIFYING VALUE	BIDDER'S RESPONSE	REMARKS
1.1	<b>Status of Bidder (OEM / Indian Agent of Foreign Principal (OEM) / Authorized Dealer of OEM)</b>	Bidder shall be Original Equipment Manufacturer (OEM) / Indian Agent of Foreign Principal (OEM) <b>with Agency Agreement / Authorized Dealer of OEM with Authorization letter from OEM</b>	Bidder has quoted as  <input type="checkbox"/> OEM ( Original Equipment Manufacturer)  <input type="checkbox"/> Indian Agent of Foreign Principal (OEM)  <input type="checkbox"/> Authorized Dealer of OEM  In case of Authorized Dealer of OEM: <b>Authorization letter from OEM</b>  <input type="checkbox"/> Enclosed with offer.  <input type="checkbox"/> Not enclosed with offer.  In case of Indian Agent of Foreign Principal: <b>Agency Agreement</b>  <input type="checkbox"/> Enclosed with offer.  <input type="checkbox"/> Not enclosed with offer.	
1.2	<p>In case Bidder is <b>Indian Agent of Foreign Principal (OEM)</b>. (Guidelines for Indian Agent as per <b>Annexure-I</b> shall be applicable).</p> <p>In case Bidder is an Authorized dealer, Bidder shall submit a current authorization letter from OEM for the offered Equipment. The authorization letter shall contain the contact details (Name of contact Person, Postal Address, e-mail and Phone number) of OEM.</p> <p>In case an <b>Authorized dealer of OEM / Indian Agent of Foreign Principal (OEM)</b> wants to submit Offer for <b>Equipment of different models</b> meeting the Purchase specification, separate offer for each model shall be submitted.</p> <p>An authorized dealer of OEM / Indian <b>Agent of Foreign Principal (OEM)</b> cannot quote for the same equipment from more than one OEM.</p>			

2	CERTIFICATION BY OEM OF OFFERED EQUIPMENT			
	QUALIFYING PARAMETER	QUALIFYING VALUE	BIDDER'S RESPONSE	REMARKS
2.1	<b>Certification by OEM of the offered Equipment.</b>	The OEM of Product shall certify that the model offered is currently under production and will provide services / spares support for at least 10 years from the date of supply of the Equipment.	<p><b>Certification of OEM w.r.t Production status of Offered Equipment and Services / Spares Support.</b></p> <p><input type="checkbox"/> Enclosed with offer.</p> <p><input type="checkbox"/> Not enclosed with offer.</p> <p><b>Manufacturing Base of OEM for offered Equipment :</b> Address:  Name of Contact Person: ..... e-mail ID: ..... Phone / Mobile No: .....</p>	
2.2	<p>The OEM of Product which is offered by Indian Agent / Authorized dealer shall certify that the model offered is currently under production and will provide services / spares support for at least 10 years from the date of supply of the Equipment.</p> <p>Bidder shall provide the Address and contact Details (Name of contact Person, Postal Address, e-mail and Phone number) of the Manufacturing Base in India.</p>			

<b>3 SERVICES AFTER SALES</b>				
<b>SL</b>	<b>DESCRIPTION</b>	<b>QUALIFYING VALUE</b>	<b>BIDDER'S RESPONSE</b>	<b>REMARKS</b>
<b>3.1</b>	<b>Service after Sales for the offered equipment with Spares support.</b>	The OEM / Authorized dealer / Authorized Representative of OEM shall carryout <b>Erection and Commissioning at BHEL-EDN, Bangalore</b> and shall provide prompt After Sales Services during <b>Guarantee / Warranty / AMC period at Bengaluru, Karnataka</b> only by Trained technical manpower / Engineer for the offered equipment with spares support.	Declaration for providing After Sales Services with spares support during Guarantee / warranty / AMC period for the offered equipment at <b>Bengaluru , Karnataka</b>  <input type="checkbox"/> Submitted with offer  <input type="checkbox"/> Not submitted with offer.	
<b>3.2</b>	<p>The Bidder shall undertake AMC for the Equipment with BHEL after expiry of the warranty / guarantee period either directly or through a service representative with authorization from OEM for spares and service support.</p> <p>Bidder shall provide declaration to this effect along with the authorization letter from OEM. In case After Sales and Service support is to be provided by <b>Authorized representative</b> , a declaration to this effect to be furnished by the Representative along with authorization from OEM.</p>			

4	<b>EXPERIENCE OF SUPPLY, ERECTION AND COMMISSIONING OF SIMILAR EQUIPMENT</b>			
SL	DESCRIPTION	QUALIFYING VALUE	BIDDER'S RESPONSE	REMARKS
4.1	<b>Details of Capacity / Supply and E&amp;C performance</b>	<p>The Bidder shall provide Details about Manufacturing Capacity of <b>OEM of the Offered Equipment</b> w.r.t (Major Machine: Category wise &amp; number wise, No. of Machines supplied during last 5 years, Outstanding Order Book Position, Liquidation plan of all machines including BHEL machine under consideration for ordering. (Details to be submitted as per Annexure-L)</p> <p><b>Bidder</b> shall also provide details of supplies to BHEL during last 5 years. This will include last 5 POs fully executed and all POs overdue for Supply and / or E&amp;C. ( Details of all machines considered in PO to be provided) ( Details to be submitted as per Annexure-L)</p>	<p><b>Details as per Annexure-L</b></p> <p><input type="checkbox"/> Enclosed with offer.</p> <p><input type="checkbox"/> Not enclosed with offer.</p>	
4.2	<b>Experience of Supply, Installation and Commissioning of Similar Equipment</b>	<p>The bidder / OEM of offered Equipment should have supplied and commissioned after 31.03.2017, minimum 10 nos. of PICK &amp; PLACE MACHINE / SYSTEM to be used in SMT based Production line.</p> <p>Bidder shall provide performance certificate/completion certificate for the same and details of customer with full contact details.</p>	<p><b>Details of 10 nos. of Pick and Place Machine / System:</b></p> <p><input type="checkbox"/> Enclosed with offer.</p> <p><input type="checkbox"/> Not enclosed with offer.</p>	<p>Relaxation in experience shall be given to MSE / Start-up Firms. ( Subject to meeting the Technical Capability )</p>

Bidder shall provide details of Equipment provided, Name of Customer, Address along with full Contact person details and performance certificate/completion certificate for the same.

The Bidder shall arrange for demonstration of equipment or similar system operating in India (As required by BHEL),

Based on details furnished by Bidder / feedback from Customer, inspection of the Company / product shall be carried out by BHEL at its discretion as a part of Pre-qualification criteria evaluation.

BHEL at its discretion may independently also approach any user for checking the performance of the reference supplies and after sales support. In case of any adverse remarks by users, BHEL reserves the right to reject the offer.

BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and /or false information is given by bidder.

## **5 SUPPLY OF NEW EQUIPMENT**

<b>SL</b>	<b>DESCRIPTION</b>	<b>DETAILS</b>	<b>BIDDER'S RESPONSE</b>	<b>REMARKS</b>
	<b>Supply of New Equipment</b>	<p>Offer shall be for new equipment and not for any refurbished / used equipment.</p> <p>All the parts used in the equipment shall be new and not used / refurbished ones.</p>	<p>The offered Equipment is</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> New and currently under production.</li> <li><input type="checkbox"/> Used / Refurbished one.</li> <li><input type="checkbox"/> Identified and Assessed Risks (HIRA) and the Precautions &amp; Control measures enclosed.</li> <li><input type="checkbox"/> Disposal mechanism of the equipment at end of the lifecycle enclosed.</li> <li><input type="checkbox"/> Certificate of Conformance along with Test reports shall be furnished along with supply.</li> </ul>	<p>Offer for Used / Refurbished Equipment will be rejected.</p>

The complete Technical information and catalogue of the offered Equipment to be provided.

Operation, Maintenance, Service & Spares Part and Safety manuals shall be provided along with the supply. Routine Maintenance schedules and the activities shall also be provided in manual.

Also Detailed Electrical & Electronic circuit diagram and mechanical drawings shall be provided for maintenance.

Certificate of Conformance along with Test reports shall also be furnished to BHEL along with Equipment.

With regard to the handling and operation of the equipment being offered / supplied to BHEL, Bidder shall provide the Identified and assessed risks (HIRA) and the precautions & control measures to be adopted. Bidder shall also spell out any aspect which can pollute the environment and assessment of their impact on environment.

Bidder shall also provide details of disposal mechanism of the equipment at end of the lifecycle.

TRAINING : Supplier shall impart training for Operation & Maintenance to BHEL Personnel at BHEL EDN Premises at the time of the commissioning.

#### 6 WARRANTY / GUARANTEE

SL	DESCRIPTION	DETAILS	BIDDER'S RESPONSE	REMARKS
	<b>Warranty / Guarantee / Performance</b>	<p>Bidder shall provide</p> <ol style="list-style-type: none"> <li>1. Warranty against manufacturing defects and faulty workmanship of the supplied material for <b>24 months</b> from the date of commissioning or <b>30 months</b> from the date of supply whichever is earlier.</li> </ol>	<p><b>Warranty / Guarantee for Offered Equipment:</b></p> <p>..... months from</p> <p>date of supply or</p> <p>..... months from date of</p> <p>Commissioning whichever is earlier.</p>	<p>Non acceptance to provide Warranty / Guarantee will lead to rejection of offer.</p>
<p>Bidder shall provide <b>comprehensive onsite warranty / Guarantee</b> for the offered product. Any manufacturing defect and faulty workmanship shall be corrected free of cost to BHEL.</p>				

7	TECHNICAL SPECIFICATION / FEATURES OF OFFERED EQUIPMENT			
SL	DESCRIPTION	DETAILS	BIDDER'S RESPONSE	REMARKS
	<b>Technical Specification of Equipment to be supplied</b>	The technical specification of the supplied Equipment / System shall be as per <b>Purchase Specification of Pick &amp; Place System</b> or better w.r.t specification / features / performance.	<div> <input type="checkbox"/> The specification of offered Equipment <b>do not meet</b> the requested requirement.           </div> <div> <input type="checkbox"/> The specification of offered Equipment <b>meets</b> the requested requirement.           </div> <div> <input type="checkbox"/> The offered Equipment is of <b>higher and advanced specification</b> than requested requirement.           </div> <div>           The catalogue (Technical specification) of offered Equipment along with Comparative Statement         </div> <div> <input type="checkbox"/> Enclosed           </div> <div> <input type="checkbox"/> Not Enclosed           </div>	Offers for Equipments not meeting the Technical Specification shall be rejected.
	Bidder shall provide complete catalogue specifying the Technical specification / features of the offered equipment / system. Detailed comparative statement for <b>Technical Specification / features of requested Equipment as per Tender</b> and <b>offered Equipment</b> to be enclosed.			



# Purchase Specification for SMT- PICK & PLACE SYSTEM

## Purchase Specification for SMT - PICK & PLACE SYSTEM

**Issued By:**

SA/Production Dt.06.11.2024

**Prepared by:**

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D.M.J. SYAMALA RAO, DY. MANAGER/SUB ASSEMBLY-PRODN.

BHEL-EDN, MYSORE ROAD, BENGALURU-560026

**Approved by:**

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मुहम्मदि सुधीर, अवर महाप्रबंधक/एसए-उत्पादन, टैस्टिंग एवं पीपीसी  
MUMMADI SUDHIR, ADDL GEN. MANAGER/SA-PRODN, TESTING & PPC  
BHEL-EDN, MYSURU ROAD, BENGALURU-560 026

	<b>Purchase Specification for SMT- PICK &amp; PLACE SYSTEM</b>	<b>PS/202/SMT/24- 25/001 Rev. 01</b> <b>Page 1 of 11</b>
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### **Pre-qualification criteria**

1. A) The vendor shall be an Original Equipment Manufacturer (OEM) Based in India,  
(OR)  
Foreign OEM with Authorized Indian dealer(s) / representative(s) for sales, spares and service.  
The authorization letter for the dealer/ representative shall be provided,
- B) i) Offer can be submitted by the OEM or their authorized dealers in India along with a latest and valid authorization letter.
- ii) If the offer is from an authorized representative in India, the Indian representative cannot quote for the same equipment from 2 or more different OEMs.
- iii) Additionally, if an Indian dealer is submitting the offer, an authorization letter from OEM to submit the offer for this RFQ is also to be provided.
2. The offer shall be only for new equipment and not for any refurbished / used equipment. A declaration to the above effect to be furnished.
3. All the parts used in the machine shall also be new and not used / refurbished ones. A declaration to the above effect to be furnished.
4. The OEM should certify that the model offered is currently under production and will provide service / spares support for at least 10 years from date of supply of the machine.
5. The vendor should have already supplied and installed 10 nos. of similar machines in India and operating satisfactorily for at least one year during the last three years. The details of the customers with contact details, machines installed, date of installations etc. to be provided.
6. The vendor shall be in a position to provide service and spares support for the installations in India.
7. The vendor or their authorized service representatives should have trained engineers in India for commissioning & service for the offered equipment. A declaration to the above effect to be furnished.
8. The vendor shall be in a position to undertake AMC for the equipment with BHEL after the expiry of the warranty/ guarantee period either directly or through a service representative with authorization from OEM for spares and service support.
9. The vendor shall arrange for a demonstration of the machine or a similar system operating in India, as required by BHEL.
10. The vendor shall furnish a comprehensive warranty for at least 24 months from the date of commissioning or 30 months from the date of delivery, whichever is early.









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11. The vendor shall guarantee the performance of the equipment for at least 12 months from the date of commissioning.

**NOTE:**

1. Pre-qualification evaluation will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
2. Pre-qualification criteria are mandatory requirements and the technical bids will be evaluated only when the Pre-Qualification criteria are met.

### A.) Scope:

Supply, Installation, Erection & Commissioning of 3 Nos. of SMT Pick & place machines & SMEMA compatibility for use in SMT line as per the following specifications.

### B.) Technical Specifications:

The offer shall be corresponding to the parameters under the specifications below or better. Pointwise compliance to the following specification is required

Specifications for SMT PICK & PLACE system consisting of 3 machines		
S N	PARAMETER	REQUIREMENT
1	PCB SIZE	
1.1	Minimum	50mm (L) X 50mm (W) or better
1.2	Maximum	450 mm (L) X 350 mm (W) or better
1.3	Thickness	0.5 to 4 mm or better
1.4	Fiducials	a) Minimum 3 nos of standard Fiducials for board recognition. b) Multiple options of type of fiducials shall be available.
2	COMPONENT RANGE	
2.1	Minimum component size (CHIP)	0402 metric (01005inch)-(0.4mm X 0.2mm)/(0.016 inch X 0.008 inch) or better
2.2	Lead pitch capability	Lead pitch: 0.3mm or better
2.3	Maximum size of component	55 X 55 Sq mm , 50 X 125 mm rec or better
2.4	Packages	Chip, MELF, mini MELF, SOT, DPAK, SOIC, PLCC, QFP, BGA, CSP etc.



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2.5	Component leads	J TYPE , GULL WING, BGA etc.
2.6	BGA ball pitch & dia capability	a) Ball pitch: 0.4 mm or better
		b) Ball dia: 0.4 mm or better
2.7	Component Height	a) Two machines with 10 mm or better
		b) One machine with 15 mm or better.
3	FEEDER	
3.1	Feeder capacity /machine	Minimum 110 nos. of 8mm Feeders Per machine.
3.2	Type of feeders	a) All types to be electric, multi pitch and Smart feeders with unique address for each feeder with CAN or equivalent. The address should also be sticked as a QR / Barcode and human readable format.
		b) Tape splicing to be supported
3.3	Auto feed pitch adjustment	Feeder should have auto center alignment of the component for pickup position.
3.4	Electric Stick Feeders	Vibration or Belt driven mechanism
3.5	Feeders sizes to handle different reel sizes	Following are the different feeder sizes and its quantities to handle different reel sizes.
	Feeders to handle different reel sizes	Feeders Qty in Nos.
	8MM(for 01005)	10
	8MM(2mm or 4 mm pitch)	450
	12MM	70
	16MM	60
	24MM	40
	32MM	25
	44MM	10
	56MM	5
	Stick feeders - 4 to 12 MM	60
	Stick feeders - upto 24 MM	30
	Electrical Tray Holder	2



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3.6	Tray Feeders	a) 20 tray matrix tray exchanger to be provided at least for 2 machines. All Trays need to have unique identification with QR Code and optionally CAN or RFID. Also QR code stickers should contain human readable format data also. b) There shall be no reduction in feeder capacity due to usage of tray feeder
3.7	Type of tray exchanger	Shuttle or Tray getting fed into the machine.
3.8	Location of tray exchanger	Side of the machine, with an additional conveyor of length not more than 800MM and not occupying any feeder space.
3.9	Feeder Mounting	Capable of mounting feeders directly on the machine (online) & Offline with feeder trolleys/banks.
3.10	No of feeder banks/ trolleys	a) 10 Feeder bank Trolleys to be provided to be used along with machine.
		b) Simple feeder Storage trolleys for with capacity to store 80 Nos or more. 8 mm Feeders. - 8 Nos. with single deck or 4 nos. with dual deck.
3.11	Feeders compatibility	The feeders shall be compatible for usage interchangeably between the 3 machines.
3.12	Feeder position indication	Feeder position indication for correct feeder mounting to be provided
3.13	Feeder identification for component reel / stick replacement	LED indication of feeders for quick change during operation
3.14	Automatic tape cutters	Automatic tape cutters to cut used tapes to be provided for all the feeder trolleys
3.15	Feeder Setup Stand / Offline feeder Setup	2 nos to be provided for preparation of electric feeders outside the machine. A PC with option to setup the next PCBA planned for production should be provided.





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3.16	Feeder Setup verification and traceability	A Centralised PC with necessary software for Feeder setup verification and component level traceability (The machine should keep a track of which component is used in which PCB by scanning QR Code in PCB and reel QR code Scanning) to be Provided. The Software may be integrated with Bar code / RFID Scanners which when scanned the feeder and component barcode stickers, to have part verification and component traceability. Under operator Login, production should be enabled only after doing the part verification. Under manager login, option to run production without part verification to be made available. All PC, Barcode scanner, RFID Scanners, RFID Tags, Barcode labels and software required should be supplied along with the machine.
4	Flux dipping facility	The machine should have flux dipping unit, where the component leads will be dipped into the flux before placement for required components.
5	NOZZLES	
5.1	Nozzles compatibility	The nozzles shall be compatible for usage interchangeably between the 3 machines.
5.2	No. of Spindle in the System	Minimum 24 Spindles should be provided by combined of 3 machines
5.3	Automatic Nozzle changer	Automatic nozzle changer to be provide with provision of minimum 35 nozzles
5.4	Nozzles for handling components	Suitable nozzles to handle below mentioned packages to be provided as per quantities mentioned below.
	<b>packages to be handled by nozzles</b>	<b>Qty of nozzles required in Nos.</b>
	0201	8
	0402	20
	0603/0805/sot	45
	sod/1206/sot	45
	so8/so14/so16/	30
	med lcs	15
	QFP	15
	Bigger components upto 200 gms	15



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	small melf	15
	large melf	15
	01005	3
6	<b>PLACEMENT RATE as per IPC 9850</b>	
6.1	Chip component placement speed combined of 3 machines	90,000 Optimum / 60,000 IPC 9850 for the system or better (for the height given in 2.7)
7	<b>PLACEMENT ACCURACY</b>	
7.1	Chip components	40 microns at 3 Sigma or better
7.2	Fine pitch components	30 microns at 3 Sigma or better
7.3	Rotational accuracy for Fine Pitch components	+/-0.15 degrees or better for 50 mm component size
8	<b>Component Alignment System</b>	
8.1	Component alignment requirements	a) For chip and smaller components: The machines should have on the fly camera / Laser system for alignment of the components. b) For Large Components: 2 Alignment cameras to be provided in each machine. The vision system should be able to align all the components as mentioned in sl. No 2 of this specification.
8.2	Vision alignment facility	All the machines heads should have vision alignment facility
9	<b>CONVEYOR</b>	
9.1	Requirement	3 Stage Conveyor System (Input and Output Buffer & Standard Placement Stage)
9.2	Rail adjustment	a) Front Fixed and Automatic Rear Adjustable b) Width to be adjusted automatically based on the data in the program. Option to enter the width manually and the machine should move to the entered value should be available.
9.3	Board feed direction	Left to Right
10	<b>BOARD HANDLING</b>	
10.1	While component placement	Board shall be Stationary
10.2	Board Support	Supported from Underside in addition to rails by support pins





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10.3	Clearance for under side components	Minimum 15 mm
<b>11</b>	<b>OTHER ESSENTIAL FEATURES</b>	
11.1	Bad mark sensing	Bad mark sensing to be provided for panelled PCB's to prevent component placement on Bad PCB's.
11.2	Automatic Height Measurement system	Automatic height measurement system for measuring component height to be provided.
11.3	Automatic dimension check	Automatic component dimension checking to be provided
11.4	Direction check system	Direction check function for SOT packages to be provided.
11.5	Reject components handling	Suitable mechanism for collection of rejected components like trash bins to be provided.
<b>12</b>	<b>SOFTWARE &amp; SYSTEM</b>	
12.1	User interface requirement	User interface should be provided on both front and rear side of all the machines with complete set of monitor, key board and mouse and machine control inputs. Based on the requirement user can be able to operate the machines from either front side (or) rear side.
12.2	Multiple User Logins	Different Logins for Operator, Supervisor, Manager and Service Engineer to be provided with customisable different settings for each login.
12.3	Operating system	Windows 10 or equivalent / better
12.4	DISPLAY	17 " LCD / LED monitor or better
12.5	CONTROL KEYS	On a touch pad or key board or Touch Screen
12.6	Placement Programming	Both Offline & Online
12.7	Programming methods	a) CAD / Gerber download b) Manual coordinate entry c) Teach mode
12.8	Language	English





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12.9	System	A suitable PC System with about 4 GHz processor, 8 GB RAM, 500 GB SSD with Serial, parallel, Ethernet, USB ports to be provided for data exchange. One additional 500 GB SSD with Image / Ghost / clone software to be provided to back up the SSD in the machine periodically. The same is to be used in case of the drive in the machine crashes. The PC should have slots to accommodate two SSD at same time to do the clone operation.
12.10	Software library	<p>a) Data base management(In Built Feeder Library, component library, package library etc. for placement programming)</p> <p>b) Maintenance management( Feeder maintenance history management)</p> <p>c) Machine Monitoring (Machine operation/Production information)</p> <p>d) MES interface</p> <p>e) Line management(Real time production monitoring, production program creation and editing, production program download, single job optimisation ,Multi job optimisation, Simulation)</p> <p>f)If the production is stopped while PCB assembly is running, and other software options are opened, the machine should hold the status of the PCB in memory and resume production from the point where it was stopped.</p> <p>f) SPC data to be generated.</p>
12.11	Optimisation capability	The machine program shall be capable of optimizing for best placement rate.
12.12	Line balancing software	To be installed in a separate PC. Line balancing software for balancing the all the pick & place machines for the best placement rate with graphical board viewing capability. The software should have the capability to read the live machine conditions and optimise accordingly. Option to combine program from the machines and make a master program should be available.



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13	COMPATIBILITY	SMEMA for both mechanical & electrical
14	MACHINE SIZE, POWER INPUT, COMPRESSED AIR REQUIREMENTS	
14.1	Machine Size	Approx. 2m x 2m x2m ( L x W x H ) or less without tray changer ( Footprint)
14.2	Power input	230V +/-10%, 50Hz Single Phase (or) 415V +/-10%, 50Hz, Three Phase within built UPS for the control system. UPS for the machines will be in BHEL's scope and UPS configurations/ requirement for the machine to be spelt out.
14.3	Compressed air	a) The machine shall be capable of operating with compressed air pressure of 6 bar or less. b) The total compressed air requirement volume and quality shall be specified.
15	WORKING ENVIRONMENT	
15.1	Humidity	RH 30 % TO 80 % or better
15.2	Temperature range	The working temperature range of the machine to be clearly specified. Working range of 10-35 Deg C preferred.
15.3	Safety & other features	a)Emergency stop function with buttons provided at front & rear of the machine b)Safety cover to be provided both at front and rear c) Multi colour signal tower to be provided d)The machine shall comply with CE mark specifications
15.4	Noise	75 db (or) less
16	Spares	Spares / Consumables for 2 years operation & maintenance to be quoted with the list of spares. The list of Spares / Consumables quoted to be provided.

### Note:

1. Specify the machine parameters and briefly explain features wherever applicable.
2. If more than one configuration is quoted, separate offers shall be submitted.



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### **Warranty & AMC**

1. The vendor shall provide a comprehensive warranty (Which includes, Preventive maintenance as recommended by the OEM) for SMT-Pick & Place System for a period of 24 months from date of successful commissioning or 30 months from date of delivery at BHEL EDN whichever is earlier.
2. Vendor shall quote separately with this tender for non-comprehensive AMC (Annual maintenance contract) for a period of at least 5 years after the expiry of warranty. (With 4 Preventive Maintenances or as recommended by OEM, whichever is higher and unlimited breakdown Calls per year)
3. The AMC prices and spare parts prices shall also be considered for evaluating cost to BHEL and for cost comparison to arrive at L1 vendor. The ordering of AMC after the end of warranty period shall be at the discretion of BHEL.

### **Details to be furnished along with the offer**

- 1) If more than one configuration is quoted, separate offer with complete technical details shall be submitted.
- 2) Unpriced Price bid (ie. Offer with prices blanked out) is to be submitted along with the techno-commercial offer.





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- 3) Clause-wise deviations, if any, have to be brought out clearly. If there are no deviations, the vendor has to indicate clause-wise compliance with the specifications.
- 4) The complete technical information and catalogue shall be given.
- 5) If the offer is from foreign OEM, Details of Authorized service agents in India to be furnished
- 6) With regard to the handling and operations of the equipment being supplied to BHEL, vendor should provide details of the identified hazards and assessed risks (HIRA), and the precautions and control measures to be adopted.
- 7) Vendor shall spell out any aspects which can pollute the environment, and assessment of their impact on environment.
- 8) Vendor shall provide details of disposal mechanism of the equipment at the end of the lifecycle.

### GENERAL TERMS

- 1) Operation, Maintenance, Service & spare parts manual has to be supplied in hard copy and soft copy along with the equipment. Detailed Electrical and Electronic circuit diagram if any have to be provided as part of the manuals. Routine maintenance schedules and the activities shall be provided in the manual.
- 2) The machine shall be installed at BHEL-EDN by the vendor. The cost of installation and commissioning if extra need to be included in the price bid.
- 3) Training shall be provided for operation & maintenance to BHEL personnel at BHEL premises. Training cost, if any is to be included in the Price Bid as a separate line item, which will be considered for arriving at L1 Vendor.
- 4) Certificate of conformance along with test results should be furnished to BHEL along with the equipment.

NAME OF THE PROCUREMENT: SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEMA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE.				
TENDER REF NO: BHEL-EDN/ CCD-CAPEX- SMT PICK & PLACE SYSTEM/ GTE-NIC1/2025				
PART-I (TECHNO -COMMERCIAL BID)				
B	COMMERCIAL BID			
1	EARNEST MONEY DEPOSIT ( EMD )			
SL	QUALIFYING PARAMETER	QUALIFYING VALUE	BIDDER'S RESPONSE	REMARKS
1.1	EMD ( Earnest Money Deposit )	₹40.00 Lakh Proof of Payment or Valid documentary evidence for availing exemption.	EMD Payment Details:	Non submission of EMD amount / Valid Exemption document along with offer will lead to rejection of offer.
1.2	<p>A) EMD is payable in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favour of BHEL- EDN, Bangalore (Along with offer) issued from scheduled bank / EFT payment vide SBI Collect as EMD / online payment through NEFT/RTGS (Before tender opening) is acceptable. Proof of payment (in case of EFT payment) to be enclosed along with offer. In addition to the above, If EMD amount is more than ₹2 lakhs, first part of EMD of ₹2 Lakhs can be submitted in the form of Cash deposit /DD/ FDR/ Bankers cheque / Pay order /EFT / online payment and remaining amount over and above ₹2 Lakhs by the way of Bank Guarantee from scheduled bank / Nationalized Bank / Consortium bank. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as ANNEXURE-F). List of Consortium banks attached as ANNEXURE-J.</p> <p>B) EMD is waived off for MSE (OEM) and Start Up Bidders based on submission of Valid Udyam Registration Certificate / Valid Start up Registration Certificate / Valid Registration to any other body as specified by ministry of MSME. Bidders having <b>Valid Udyam Registration Certificate and registered under Major Activity - TRADING are not eligible for EMD exemption or any other MSE benefits</b> during finalization of contract.</p> <p>C) In case EMD is more than Rupees Two Lakh and in case of Foreign bidders. It may be submitted in the form of Bank Guarantee issued / confirmed from any of the Scheduled Commercial bank in India in acceptable form. The EMD shall remain valid for a period of 45 days beyond the final bid validity period.</p> <p><b>D)</b> For online payment through NEFT/RTGS the Bank details are  Name of Bank: <b>PUNJAB NATIONAL BANK</b>, Branch: <b>BHEL MYSORE ROAD</b>  IFSC code: <b>PUNB0424700</b>, Account Number: <b>4247002100500157</b>  The proof of E-receipt must be attached along with Part – I (Techno-Commercial bid).</p> <p><b>E) General Terms Related to EMD:</b>  i) Earnest Money Deposit (EMD) will not carry any interest.  ii) Earnest Money Deposit (EMD) of the successful tenderer will be refunded to Successful Bidder on conclusion of the order / receipt of a performance security (if called in tender).  iii) The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 30 days of</p>			

	award of contract / EMD of unsuccessful bidders during first Stage i.e., Technical Evaluation shall be returned within 30 days of declaration of result of first Stage i.e., Technical Evaluation. <b>(Detailed Terms and Conditions w.r.t EARNEST MONEY DEPOSIT (EMD) shall be as per GCC.)</b>			
<b>2</b>	<b>FINANCIAL SOUNDNESS</b>			
<b>SL</b>	<b>QUALIFYING PARAMETER</b>	<b>QUALIFYING VALUE</b>	<b>BIDDER'S RESPONSE</b>	<b>REMARKS</b>
<b>2.1</b>	<b>Average Annual Turnover for last Three Financial years</b>	Bidder shall have Average Annual Turnover of <b>₹381.9 Lakh or more</b> during last three consecutive years ending on 31st March 2024 ( 2021-22, 2022-23 & 2023-24).	<b>Turnover Details:</b>  Financial Year 2021-22:  ₹.....Lakh.  Financial Year 2022-23:  ₹.....Lakh.  Financial Year 2023-24:  ₹.....Lakh.  <b>Average Annual Turn Over during last three consecutive years</b> ending on 31st March 2024 (2021-22, 2022-23 & 2023-24)  ₹.....Lakh	Relaxation in Turnover shall be given to MSE / Start-up Firm as per MSE Act.
<b>2.2</b>	<b>Documents to be enclosed</b> <b>(a) Indigenous Bidder:</b> Any document certified by a Chartered Accountant /Cost Accountant showing turnover for the relevant period shall be uploaded with the bid. The documents submitted must be signed by the Chartered Accountant /Cost Accountant, bear his seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner) date and place of signing. In case Balance sheet and P& L statements are submitted the same must be signed by the owner also. <b>(b) Foreign bidders:</b> Audited P&L and Balance sheet of above mentioned Three Financial Year Or Business Information Report (BIR) by D&B specifying turnover of above mentioned Three Financial Year or Turnover above mentioned Three Financial Year duly certified by their statutory auditors to be submitted. TT selling Exchange rate as on tender due date shall be considered for the purpose of conversion in case of foreign bidders.			

3 OFFER PRICE AND BID EVALUATION				
SL	DESCRIPTION	DETAILS	BIDDER'S RESPONSE	REMARKS
3.1	OFFER PRICE BREAK UP	<p>Bidder shall quote separate price for "Supply" and "Erection and Commissioning (E&amp;C)" or any other charges as per Price Bid format.  <b>The estimated percentage of E&amp;C value is 10 % of Total Offer Value ( Supply + E&amp;C)</b></p> <p>In case the quoted value is less than the value (%) specified in the tender or separate E&amp;C values are not mentioned in the offer, Value of E&amp;C portion shall be deemed to be considered as the value mentioned above &amp; accordingly supply value will be adjusted from the quoted value and balance will be released as per Payment Term indicated in tender.</p>	<p>Separate Price for " Supply " and "Installation and Commissioning " and any other charges as per Price bid format.</p> <p><input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted.</p> <p><b>The percentage of "E&amp;C" value is .....% of Total Offer Value ( Supply + E&amp;C ) ( Excluding Applicable Taxes and Duties )</b></p>	Quoting in any other format will lead to rejection of offer.
3.2	OFFER PRICE SUBMITTED IN E-PROCUREMENT PORTAL	<p>The quoted offer price against "Supply" and "Erection and Commissioning ( E&amp;C)" shall be <b><i>inclusive of applicable Taxes and Duties</i></b> and Offer <b><i>Currency shall be indicated in Techno-Commercial Bid .</i></b> ( The quoted offer price includes Material cost, Freight ,Packing &amp; forwarding charges , Installation and commissioning Charges and any other charges including applicable Taxes and Duties )</p>	<p><input type="checkbox"/> The offer value quoted in E-PROCUREMENT PORTAL is in <b>INR</b> inclusive of Applicable Taxes and Duties.</p> <p><input type="checkbox"/> The offer value quoted in E-PROCUREMENT PORTAL is in .....( Currency ) Inclusive of Applicable Taxes and Duties.</p> <p><b>The Breakup of Applicable Taxes and Duties on "Supply", "E &amp; C" and any other charges as per price Bid has been</b></p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Not Enclosed</p>	

3.3	<p>BID EVALUATION</p> <p><i>The Package wise lowest bidder shall be considered for award of work. In case Non MSE bidder is L1, MSE bidder with the offer price in the band of L1+15 will be given preference as per MSE Act.</i></p>	<p>The evaluation of <b>Techno-Commercially qualified offers to arrive at L1 ( Lowest Bid)</b> shall be done based on "<b>Net Cash Outflow to BHEL</b>" and the evaluation <b>Currency shall be INR.</b></p> <p>The Net cash outflow to BHEL shall be calculated as follows:  <b>Net Cash Outflow to BHEL= [( Offer Price excluding applicable Taxes ) + (Applicable Taxes and Duties )-(Taxes and Duties Credit )]</b>            Credit is <b>available</b> for this case.</p> <p><b>For evaluation, the exchange rate (TT selling rate of SBI as on date of Part-I bid opening date shall be taken. (As applicable)</b></p>	<p><input type="checkbox"/> Accepted</p> <p><input type="checkbox"/> Not Accepted</p>	Non acceptance will lead to rejection of offer
3.4	BID VALIDITY	<p>Quoted Prices shall remain firm during offer validity period i.e., <b>90 days from the date of Techno-commercial Bid opening.</b></p>	<p><input type="checkbox"/> Accepted</p> <p><input type="checkbox"/> Not Accepted</p>	Non acceptance will lead to rejection of offer
3.5	BID VALIDITY FOR SUCCESSFUL BIDDER	<p>In case Bidder's offer becomes L1, the award price shall remain firm during entire contract period or extended contract period.</p> <p>Price variation on any account is not permissible / acceptable.</p>	<p><input type="checkbox"/> Accepted</p> <p><input type="checkbox"/> Not Accepted</p>	Non acceptance will lead to rejection of offer
3.6	PLACEMENT OF PO	<p>In case Bidder's offer becomes L1, PO shall be placed on OEM of Offered Equipment for "Supply" and PO shall be placed on Bidder for "E &amp; C "of offered equipment.</p> <p>In case of non-acceptance by OEM, Authorization letter from OEM for issue of WO in name of Bidder to be enclosed.</p>	<p><b>PO for Supply of Equipment</b> to be placed on</p> <p><input type="checkbox"/> OEM of Offered Equipment</p> <p><input type="checkbox"/> Bidder (Authorization Letter from OEM enclosed)</p>	Non acceptance will lead to rejection of offer



4	PAYMENT TERMS AND LOADING OF OFFER FOR DEVIATIONS			
4.1	<b>STANDARD PAYMENT TERMS ( FOREIGN SUPPLIER )</b>	Bidder shall confirm the Acceptance to Standard Payment Terms for Foreign Supplier	Standard Payment terms for Foreign Supplier as per 4.2  <input type="checkbox"/> Opted  <input type="checkbox"/> Not Opted  <input type="checkbox"/> Not Applicable	
4.2	<p><b>STANDARD PAYMENT TERMS (FOREIGN SUPPLIER)</b>            Payment will be made against "SIGHT DRAFT" on presentation of documents to our bankers. (Subject to loading factors as applicable), BHEL may agree for the payment through LC at its discretion. For LC payment bank charges within India will be borne by BHEL and outside India will be to vendor's account.</p> <p>The payment terms are as follows:            (i) 80% against " SIGHT DRAFT "with 45 days' credit against complete dispatch documents i.e. AWB / BOL, Invoice, Packing list, Warranty Certificate, Nil shortage certificate, Certificate of country of origin etc., 10% after Completion of commissioning &amp;            Balance 10 % on submission of Performance Bank Guarantee (PBG) (Where both commissioning &amp; PBG are applicable).</p> <p>Note: If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable).</p> <p>If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&amp;C Certificate for the equipment.</p> <p><b><i>There shall be No Advance Payment against Supply or Erection &amp; Commissioning</i></b></p>			

4.3	<b>PAYMENT THROUGH LETTER OF CREDIT (LC)</b>	Bidder shall confirm the Acceptance to Payment Terms through Letter of Credit.	Payment terms through Letter of Credit as per 4.4  <input type="checkbox"/> Opted  <input type="checkbox"/> Not Opted  <input type="checkbox"/> Not Applicable	
4.4	<p><b>Payment Through L/C:</b>          Where the payment Terms opted by Bidder is through L/C (L/C opening charges shall be loaded):          Payment of "Supply" value shall be 80% on dispatch and 20% on issue of " E &amp; C " certificate.          Payment of "Erection and Commissioning (E&amp;C)" value shall be made against E &amp; C certificate issued by BHEL. E&amp; C certificate shall be issued on satisfactory completion of erection, commissioning, JOB proving, Performance tests, Training etc. as per envisaged in PO.          Letter of Credit (L/C) shall be opened by BHEL as follows:          (i) Within 30 Days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%).          Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of PO.          The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.          (ii) 15 days prior to the scheduled &amp; confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&amp;C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&amp;C plus 21 days as negotiation period.          This L/C can be negotiated after:          (a) Completion of E&amp;C of the equipment in BHEL and against E&amp;C certificate issued by BHEL and          (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor. Under all circumstances, CEBG will be kept valid till the PBG becomes operational.</p> <p>BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.          The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt &amp; acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.</p>			

4.5	Loading of offer to arrive at Net cash outflow to BHEL for Deviations with respect to <b>STANDARD PAYMENT TERMS ( FOREIGN SUPPLIER)</b>	Bidder shall confirm the Acceptance for Loading of offer for Deviations with respect to <b>STANDARD PAYMENT TERMS ( FOREIGN SUPPLIER)</b>	Loading of offer for Deviations with respect to <b>STANDARD PAYMENT TERMS (FOREIGN SUPPLIER)</b>  <input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted  <input type="checkbox"/> Not Applicable	
<p>In case Payment terms opted by Foreign Supplier is</p> <p>A) Payment through Letter of Credit (LC) at sight with bank charges to respective accounts. Loading of offer shall be @4.5% of basic Material cost.</p> <p>B) Payment through Letter of Credit (LC) with issuance credit of 45 days, with bank charges to respective accounts Loading of offer shall be @2.5% of basic Material cost.</p> <p>C) Sight draft with credit period less than 45 days. Loading of offer shall be @1% of basic Material cost.</p>				
4.6	<b>STANDARD PAYMENT TERMS (INDIAN SUPPLIER)</b>	Bidder shall confirm the Acceptance to Standard Payment Terms for Indian Supplier	Standard Payment terms for Indian Supplier as per 4.7  <input type="checkbox"/> Opted  <input type="checkbox"/> Not Opted  <input type="checkbox"/> Not Applicable	

4.7	<p><b>STANDARD PAYMENT TERMS (INDIAN SUPPLIER)</b></p> <p>Where the payment terms opted by Bidder is Direct Payment:</p> <p>80% of Supply Value +100 % Taxes &amp; Duties shall be made within 45 days from the date of receipt of material at BHEL as per Specification along with necessary documents such as Test Certificates, Manuals or any document as per tender.</p> <p>20% of Supply Value and 100% of Erection and Commissioning (E&amp;C) charges shall be made against E&amp;C certificate issued by BHEL and submission of Performance Guarantee Certificate (PBG).</p>			
4.8	<p>Loading of offer to arrive at Net cash outflow to BHEL for Deviations with respect to <b>STANDARD PAYMENT TERMS (INDIAN SUPPLIER)</b></p>	<p>Bidder shall confirm the Acceptance for Loading of offer for Deviations with respect to <b>STANDARD PAYMENT TERMS ( INDIAN SUPPLIER)</b></p>	<p>Loading of offer for Deviations with respect to <b>STANDARD PAYMENT TERMS (INDIAN SUPPLIER)</b></p> <p><input type="checkbox"/> Accepted</p> <p><input type="checkbox"/> Not Accepted</p> <p><input type="checkbox"/> Not Applicable</p>	
	<p>If payment terms as mentioned in NIT are not agreed by bidder, Bidder shall have to submit Bank Guarantee at the time of payment for a value exceeding 80% of PO value valid till issue of Erection and commissioning (E&amp;C) certificate for equipment.</p> <p>However, in no case payment against Receipt of Material at BHEL will exceed 90% of PO value.</p> <p>Any deviation in Payments terms ( w.r.t Amount and Period ) shall be loaded @( Benchmarking Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender (Technical bid) opening +2% ) for the amount &amp; period of relaxation sought by Bidder.</p>			

5	DELIVERY			
5.1	Terms of Delivery	Ex- BHEL- EDN , Bangalore (Delivery of Material and Services consequential to supply shall be made to <b>BHEL-EDN, Bangalore</b> )	Delivery Terms as per 4.2 <input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted	
5.2	<p>Delivery terms: (Indigenous Purchase) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry. Delivery terms: (Foreign Purchase)</p> <ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at ICD- BANGALORE.</li> <li>4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4).</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> <li>6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.</li> <li>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc. to work out landed cost at Sea Port.</li> <li>8a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</li> <li>8b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years.</li> <li>8c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</li> <li>8d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</li> <li>8e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</li> <li>9. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</li> </ol>			

5.3	<b>Delivery Period:</b> Time Period for "Supply" and "Erection & Commissioning (E&C)"	<b>Time period for Supply:</b> The time period for Supply of Equipment shall be <b>20 weeks</b> from issue of Purchase order.  <b>Time Period for Erection and Commissioning (E&amp;C):</b> The time period for Erection and Commissioning (E&C) of Equipment shall be <b>2 weeks</b> from the date of intimation from BHEL to vendor for readiness of Site.  <b>Validity of PO shall be 30 months from issue of PO.</b>	<input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted  <input type="checkbox"/> Best Possible Delivery Period provided	
5.4	1. The supply period includes the time required for approval of drawing and any other input from BHEL. 2. Bidder shall quote their earliest schedule for Supply and E&C against Schedule indicated above. BHEL reserves the right to accept an offer not meeting the NIT schedule.			
5.5	<p>In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.  For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p> <p>In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.</p>			

5.6	Best possible Delivery Period as per Bidder	Bidder shall Indicate their best possible Delivery Period for " Supply" from the date of Issue of PO and best possible time for "E&C" after Intimation from BHEL. BHEL reserves the right to accept an offer not meeting the NIT schedule.	<b>Best possible Delivery Period for</b>  "Supply"  .....Weeks from issue of PO.  " Installation and Commissioning"  .....Weeks from the date of intimation from BHEL.	
5.7	<p>Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</p> <p>iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a></p>			
5.8	Permissible Deviation in Time period for "Supply" and "E&C" w.r.t schedule mentioned in NIT which is acceptable to BHEL.	Deviation of <b>2 weeks in Time period for "Supply"</b> and <b>1 week in Time period for "E&amp;C"</b> w.r.t Delivery Period mentioned in NIT shall be acceptable.	No Deviation in delivery Period Sought.  <b>Deviation in Delivery Period</b>  <b>For "Supply ":</b>  ..... Weeks beyond the Delivery Schedule as Per NIT).  <b>For " Installation and Commissioning "</b>  : .....Weeks beyond the Delivery Schedule as Per NIT).	Any deviation beyond permissible deviation in Delivery Period will lead to rejection of offer.

5.9	Rescheduling of Deliveries	<p>BHEL reserves the right of postponement, rescheduling or staggering of delivery based on the project schedule. No compensation / payment shall be admissible on account of rescheduling of deliveries.</p>	<input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted	
5.10	Transit Insurance	<p>Except where delivery terms are agreed on CIF basis for Imports &amp; FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.</p>	<input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted	



6 LD AND PENALTY				
6.1	Penalty for delay in “Supply” and “Erection & Commissioning (E&C)”	<p>Penalty on delay in “Supply” and / or “E&amp;C” will be applicable for the delays attributable to vendor.</p> <p>Penalty will be considered separately for “Supply” and Erection and Commissioning (E&amp;C) w.r.t delivery schedule mentioned in PO.</p> <p>For the purpose of penalty for delay in “Supply” of the equipment the duration shall be reckoned from the date of issue of Purchase order by BHEL.</p> <p><b>The Penalty for delayed supply</b> shall be @0.5% per week of delay of Total PO value (Supply +E&amp;C) in E&amp;C subject to maximum of 10% of total PO value.</p> <p><b>The Penalty for delayed E&amp;C</b> shall be @0.5% per week of delay of Total PO value (Supply +E&amp;C) in supply subject to maximum of 10% of total PO value.</p> <p>Maximum penalty for delay in Supply and E&amp;C together shall be limited to 15% of Total PO value.</p>	<div><input type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Not Accepted</div>	Non acceptance may lead to rejection of offer
6.2	Loading of offer on account of Non acceptance of Penalty for delayed “Supply” and “Erection & Commissioning (E&C)”	<p>In case bidder is not accepting the LD for delayed “Supply” and or “Erection &amp; Commissioning”, the offer shall be loaded to the extent to which it is not agreed by bidder.</p>	<div><input type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Not Accepted</div>	

7	<b>PERFORMANCE SECURITY</b>			
7.1	Contract Execution Bank Guarantee (CEBG): ( Applicable for Successful Bidder )	The successful bidder shall furnish a Contract Execution Bank Guarantee (CEBG) for 10% of total PO value within 30 days of issue of PO and valid until 30 days after the date of E&C certificate, which will be issued on completion of Erection and commissioning of equipment as prescribed in PO. If the supplier fails to submit the CEBG even within 60 days from date of PO, BHEL reserves the right to cancel the PO & forfeit the EMD given by the supplier. In addition, action will be taken in line with extant guidelines for Suspension of Business dealings with supplier.	<input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted	Non acceptance will lead to rejection of offer
7.2	Performance Bank Guarantee (PBG): ( Applicable for Successful Bidder )	The successful bidder shall furnish a Performance Bank Guarantee (CEBG) for 10% of total PO value immediately after completion of E&C of equipment and before submission of E & C Bill. The PBG shall be valid until 30 days beyond the warranty Period.  If vendor fails to submit PBG on time, vendors agrees to accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable).	<input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted	Non acceptance will lead to rejection of offer
7.3	Bank Charges	All bank charges required to be paid for participating in Tender / to comply with tender terms and conditions during execution of contract shall be borne by Vendor.	<input type="checkbox"/> Accepted  <input type="checkbox"/> Not Accepted	Non acceptance will lead to rejection of offer

8	STATUTORY AND LEGAL COMPLIANCE			
8.1	Compliance to <b>GFR 2017 Rule 144(xi) Restrictions on procurement from a bidder of a country</b> which shares a land border with India	Declaration for <b>GFR 2017 Rule 144(Xi)</b> as per attached format to be submitted by bidder.	Declaration for <b>GFR 2017 Rule 144(Xi)</b> as per Format  <input type="checkbox"/> Enclosed with offer  <input type="checkbox"/> Not enclosed with offer	Non submission of declaration in Bidders Company Letter Head as per Format will lead to rejection of offer.
8.2	Compliance to clause 9 (a) of Revised Public Procurement ( <b>Preference to Make in India</b> Order, 2017) of DPIIT Dated 13.06.2020.	Exemption to <b>Preference to Make in India</b> Order, 2017) of DPIIT Dated 13.06.2020 is available for this tender.	Place of Manufacturing of <b>Offered Equipment /System</b> ( For information Purpose )  <input type="checkbox"/> India  <input type="checkbox"/> .....	
8.3	Compliance to <b>MSME Act 2006, Public Procurement Policy-2012 and Related circulars</b> w.r.t relaxation in EMD, PQR and preference in procurement.	Bidder shall provide details w.r.t Status of firm as Micro / Small Enterprises / Start up recognized by Competent Authority. Valid Registration Certificate to be enclosed.  In case valid documents are not provided, Bidder shall not be eligible for relaxation in EMD, PQR and no preference shall be considered in procurement.	<b>Status of Bidder:</b>  <input type="checkbox"/> Micro Enterprise  <input type="checkbox"/> Small Enterprise  <input type="checkbox"/> Medium Enterprise  <input type="checkbox"/> Start Up Enterprise  <input type="checkbox"/> Trader  <input type="checkbox"/> Others  Copy of Udyam Registration Registration  <input type="checkbox"/> Enclosed with offer  <input type="checkbox"/> Not enclosed with offer  <input type="checkbox"/> Not applicable	<b>Submission of same after techno-commercial evaluation will not be accepted.</b>

8.4	<b>Integrity Pact</b>	Bidder shall sign Integrity Pact as per Attached Format .	<p>Duly Filled and Signed Copy as per Format</p> <p><input type="checkbox"/> Enclosed with offer</p> <p><input type="checkbox"/> Not enclosed with offer</p>	Non submission of Integrity Pact as per Format will lead to rejection of offer.
8.5	<b>Reverse Auction ( RA)</b>	<p>BHEL reserves the right to conduct Reverse Auction amongst Techno-Commercially Qualified Bidders as per RA guidelines through GEM.</p> <p>In case of non-acceptance for Participation in Reverse auction ( RA) , Price bid of Techno-commercially qualified bidders not accepting for RA and Offer value after RA shall be considered for arriving at L1.</p>	<p><input type="checkbox"/> Agreed for participation in RA ( Reverse Auction )</p> <p><input type="checkbox"/> Not Agreed for Participation in RA ( Reverse Auction)</p>	
9	<b>TAXES AND DUTIES</b>			
9.1	<b>GST REGISTRATION OF BIDDER</b>	<p>Bidder shall provide <b>GST No.</b> allotted to their organization. (As applicable)</p> <p>Copy of GST and PAN to be enclosed.</p>	<p>PAN:</p> <p>.....</p> <p>GST No:</p> <p>.....</p> <p>Copy of PAN and GST Registration</p> <p>Enclosed with offer</p> <p>Not enclosed with Offer.</p>	

	<p>The offered prices in case of <b>foreign bidders</b> shall be inclusive of all the Taxes and duties as applicable <b>in the country of bidder / country of dispatch</b> for the quoted CFR / CIF price.</p> <p><b>Foreign bidders</b> to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) &amp; Form 10F (for obtaining DTAA benefits).</p> <p>GST/ Income Tax TDS applicable as per Law shall be deducted.</p> <p><b>Indian Bidders</b>-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.</p> <p>Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.</p>			
9.2	<b>GST CODES FOR SUPPLY AND SERVICES</b>	<b>HSN code for Material ( "Supply") and SAC code for Services ( "E&amp;C")</b> and applicable GST % against Supply and E&C to be indicated.	<b>HSN Code for " Equipment ":</b>  <input type="checkbox"/> Enclosed   / <input type="checkbox"/> Not Enclosed  <b>SAC Code for " Installation and commissioning ":</b>  .....	
9.3	<p>For Supply / services provided through OEM/ Indian Agent / Authorized dealer in India, Bidder shall provide</p> <p>1) PAN and GST Registration Number.</p> <p>2)HSN code for Material ("Supply") and SAC code for Services ("E&amp;C") and applicable GST % against Supply and E&amp;C to be indicated.</p> <p>3)Bidder shall submit GST invoice complete in all respect as per GST council at least 45 days prior to the cut-off date* (Time limit as declared by GST Council) to enable BHEL to avail GST Credit.</p> <p>*The cut-off date as of now is September of the subsequent Financial year.</p> <p>The provision of Tax Collected at Source (TCS) is applicable for this tender.</p> <p>In case BHEL is not able to avail GST Credit due to non-submission of complete set of invoice and other supporting billing documents as per PO within the above mentioned cut-off date , GST will not be paid to vendor.</p>			

9.4	<b>SUBMISSION OF GST INVOICE</b>	<p>Bidder shall submit GST invoice complete in all respect as per GST council at least 45 days prior to the <b>cut-off date*</b> (Time limit as declared by GST Council) to enable BHEL to avail GST Credit.</p> <p><b>*The cut-off date as of now is September of the subsequent Financial year.</b></p> <p><b>The provision of Tax Collected at Source ( TCS) is applicable for this tender.</b></p> <p>In case BHEL is not able to avail GST Credit due to non-submission of complete set of invoice and other supporting billing documents as per PO within the above mentioned cut-off date , GST will not be paid to vendor.</p>	<div><input type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Not Accepted</div>	
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**PART-I (TECHNO COMMERCIAL BID)**  
**GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual Purchase orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

**2. HEADING TO THE CONTRACT**

The heading to these conditions shall not affect the interpretations thereof.

**3. DEVIATIONS**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**4. SUPPLY, ERECTION AND COMMISSIONING TO BE CARRIED OUT**

The Contract shall include all labour, materials, tools, plant, equipment and transport which may be required for Supply, Erection and Commissioning of Equipment.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. ASSIGNMENT OF TRANSFER OF CONTRACT**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. SUB CONTRACT**

The Contractor shall not sublet any portion of the contract.

**7. COMPLIANCE TO REGULATIONS AND BYE -LAWS**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹2, 00, 000 /- (₹Two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates. ii) If only, a part of the Supply, Erection and Commissioning included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

**PERFORMANCE SECURITY / SECURITY DEPOSIT (SD):**

Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT, the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. Performance security is to be submitted by the date specified in the contract.

Modes of deposit:



a) Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.

a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

**Forfeiture of Performance Security:**

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.

The Performance Security shall not carry any interest.

Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.

Wherever the contract is for supply of Goods processed on labour basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.

Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted

Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser

Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

**9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - a) Vendor declaring such invoice in Form GST ANX-1
  - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

**10. ORDERS UNDER THE CONTRACT**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

**11. PRECAUTIONS AGAINST RISK**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**12. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

**15 LAWS GOVERNING THE CONTRACT**

The contract shall be governed by the Indian Laws for the time being in force.

**16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

#### **18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT**

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

**19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**20. SPECIAL POWER TO TERMINATION**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**21. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**22. POST TECHNICAL AUDIT OF SUPPLY AND BILLS**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the Supply, Erection and commissioning of Equipment and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**23. REFUND OF SECURITY DEPOSIT**

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**24. FORCE MAJEURE CLAUSE**

24.1 "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract,

- i. War, hostilities, invasion, act of foreign enemies.
- ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.



- vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii. Epidemic, pandemic etc.

24.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty b) late delivery of equipment or material (unless caused by Force Majeure event) and ( c) economic hardship.

24.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

24.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

24.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

v) Constitute a default or breach of the Contract.

vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

24.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

## **25. SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018.

## **26. CONCILIATION**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be

governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in [www.bhel.com](http://www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act, 2023. Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.

## **27. ARBITRATION**

27.1 Except as provided elsewhere in this NIT, in case Parties are unable to reach an amicable settlement (whether by Conciliation to be conducted as provided in Clause-26 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution **“Arbitration & Conciliation Centre, Bengaluru (Domestic and International)”** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012.**

27.2 A Party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of The Arbitration and Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution.

The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

27.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012.** The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

27.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

27.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.

27.6 Subject to the above, the provisions of The Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bengaluru Karnataka only.



27.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

27.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

27.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

27.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in to account while arriving at the total claim in dispute for the subject contract for the purpose of clause 27.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**27.11 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time

**28. JURISDICTION:**

This contract shall be governed by the Law for the time being in force in the Republic of India.

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract. In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Bengaluru, Karnataka only shall have the Jurisdiction.

**29. SECRACY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary /confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the

contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

The bidders shall enter into the Non-disclosure agreement separately. (Format attached).

### **30. SIGNING OF CONTRACT**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

### **29. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

### **30. CONFLICT OF INTEREST**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be

considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to

information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the

disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/

Assemblies from. one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two

manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal; or
  - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.
- Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

**31. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions. Guidelines for suspension of business

**32. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

- ix.** Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- x.** Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### REMEDIES IN CASE OF BREACH OF CONTRACT

Wherein the period as stipulated in the notice issued under clause -32 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notices to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

- a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
- b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

vii. In addition to the above, imposition of liquidated damages, debarment, termination, descoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

**33. INTEGRITY COMMITMENTS**

Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com). Integrity commitment, performance of the contract and punitive action thereof:

**COMMITMENT BY BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.

**COMMITMENT BY BIDDER/ CUPPLIER/ CONTRACTOR**

The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.

- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL

- The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.

-If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

-The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

**34. ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA'**

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. [Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]

2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

3) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4) The beneficial owner for the purpose of (3) above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a." Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;



(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**35. OPTION CLAUSE:**

The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**36. RIGHT OF REJECTION / NON -PLACEMENT OF PO**

BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.



**PART-I (TECHNO COMMERCIAL BID)**  
**SPECIAL TERMS & CONDITIONS OF CONTRACT (STC)**

**1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

**2. EVALUATION CRITERIA:**

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical / Commercial Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

**3. CRITERIA FOR AWARD OF WORK:**

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

**2. The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**4. METHOD OF EVALUATION OF PRICES**

**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

**5. RATE FINALIZATION**

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

**6. FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":**

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on GEM Portal) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do (es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

**7.INTEGRITY PACT (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl No:	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the /EM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

1. Name : Satya Prakash, Sr. Manager  
 Dept. : Common Contracts Department  
 Address : New Engineering Building, 2<sup>nd</sup> floor, BHEL- Electronics Division,  
 Bengaluru-560026  
 Phone : 080 2699 8040  
 e-mail : satyaprakash@bhel.in
2. Name : Vishal Singh, SDGM  
 Dept. : Common Contracts Department  
 Address : New Engineering Building, 2<sup>nd</sup> floor, BHEL- Electronics Division,  
 Bengaluru-560026  
 Phone : 080 2699 8858  
 e-mail : vishal.singh@bhel.in

**ANNEXURE-A**

<b>BIDDER PROFILE</b>		
1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID: .....
6.	Name and Contact details of person for communication related to Tender	Name: ..... Mobile No: .....
7.	Type of Business Entity	<input type="checkbox"/> Sole proprietorship / <input type="checkbox"/> Partnership <input type="checkbox"/> Private Limited Company / <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Sector / <input type="checkbox"/> Govt. Org / <input type="checkbox"/> Others (Pl. Specify .....) ( Supporting document to be enclosed )
8.	Status of Firm as MSME / Start up recognized by DPIIT	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Start-up recognized by DPIIT <input type="checkbox"/> None of the above ( Supporting document to be enclosed )
9.	BHEL Vendor Code (If any)	

**ANNEXURE-B****A.EMD PAYMENT WIDE SBI-E COLLECT**

This explains how to make Payments towards Earnest Money Deposit (EMD) to BHEL-EDN, Bengaluru through SBI-E collect. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

**STEP BY STEP PROCEDURE TO REMIT EMD AGAINST TENDER NOTIFICATION:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

**A.1: EMD amount may also be remitted through NEFT/ RTGS to BHEL account as per following detail:**

Name of Bank: PUNJAB NATIONAL BANK  
Branch: BHEL MYSORE ROAD  
IFSC code: PUNB0424700  
Account Number: 4247002100500157

**ANNEXURE-C****Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/S

..... (hereinafter referred to as 'company' / Partnership Firm / Proprietorship) having its registered office at

.....is registered under Micro, Small and Medium Enterprises Development Act, 2006 (**MSMED Act, 2006**) having Udyam **Registration Number**

**No:**.....

Category: ....., (Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year ..... is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lakh.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lakh.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lakh **and** Turnover is within the permissible limit of ₹..... Lakh applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-D

## NO DEVIATION CUM DECLARATION CERTIFICATE

On Bidder Letter Head

I/ We, M/s.....have

read and clearly understood all the Terms and conditions in Tender Schedule of **"SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEMA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE. Tender Ref No: BHEL-EDN/ CCD-CAPEX- SMT PICK & PLACE SYSTEM/ GTE-NIC1/2025 /Date: 17.01.2025** and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the techno-commercial / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that I/ We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)



**ANNEXURE-E**

**On Bidder Letter Head**

To,

M/s Bharat Heavy Electricals Ltd.  
Electronics Division, Mysore Road,  
Bangalore – 560026

**Sub: Certificate as per Annex-III (transitional cases) of Restrictions Under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, Dated 23.07.2020.**

Ref:

**Name of Supply: UPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEMA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE.**

**Tender Ref: BHEL-EDN/ CCD-CAPEX- SMT PICK & PLACE SYSTEM/ GTE-NIC1/2025 /Date: 17.01.2025**

*I (authorized signatory for M/s ..... ) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India ,*

*We, M/s.....*

*..... [Vendor Name & Address] hereby certify that we are not from such a country and is eligible to be considered.*

*For M/s .....*

*Authorized Signatory  
(with company seal & Name)*

**ANNEXURE-F****PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)  
(On non-Judicial stamp paper of appropriate value)**

Bank Guarantee No.....

Date.....

To  
**BHARAT HEAVT ELECTRICALS LIMITED**  
**ELECTRONICS DIVISION, BANGLAORE-560026**

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender Ref No: **BHEL-EDN/ CCD-CAPEX- SMT PICK & PLACE SYSTEM/ GTE-NIC1/2025 /Date: 17.01.2025** (B: Commercial Bid, Earnest Money Deposit (EMD)), M/s. .... having its registered office at ..... (hereinafter referred to as the 'Tenderer'), is submitting its bid for **"SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEMA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE"** invited by **BHARAT HEAVT ELECTRICALS LIMITED**, through its **ELECTRONICS DIVISION** Unit at **BANGALORE-560026**.

The Tender Conditions provide that the Tenderer shall pay a sum of **₹40,00,000/- (₹Forty Lakh only)** as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of **₹38,00,000/- (₹Thirty-Eight Lakh only)** is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank] ..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of **₹38,00,000/- (₹Thirty Eight Lakh only)** without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of **₹38,00,000/- (₹Thirty-Eight Lakh only)**

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and

without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including **07.08.2025** and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the **07.08.2025** we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed of **₹38,00,000/- (₹Thirty-Eight Lakh only)**
- b) This Guarantee shall be valid up to **07.08.2025**.
- c) Unless the Bank is served a written claim or demand on or before **31.08.2025** all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

Note:

1. BG should be valid for six months from the date of tender submission.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In Case of Bank Guarantees submitted by Foreign Vendors

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)

B.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

B.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

B.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**ANNEXURE-G****CONTRACT EXECUTION BANK GUARANTEE BOND**

*This deed of guarantee made this ..... day of ..... 20... by the..... Bank Ltd, (hereinafter referred to as “the Bank”) in favour of Bharat Heavy Electricals Limited, Bangalore having its registered Office at New Delhi with its Unit Office at Bangalore whereas M/s..... having its registered office at ..... (hereafter called the “the Contractor”) have entered in to contract with Bharat Heavy Electricals Limited, Bangalore for the supply of ..... vide Purchase Order No ..... dated .....*

*1. We ..... Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Bangalore an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.*

*2. We, ..... Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Bharat Heavy Electricals Limited, Bangalore stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Bharat Heavy Electricals Limited, Bangalore by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor’s failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....*

*3. We, ..... Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of Bharat Heavy Electricals Limited, Bangalore under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Bangalore certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....*

*4. We shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith) notwithstanding the fact that the said enforcement is effected after the said. date.....*

5. *For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Bangalore dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank ( any one of the BHEL Consortium Banks as per list attached as selected by the vendor) shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.*
6. *We,.....Bank Ltd, further agree with Bharat Heavy Electricals Limited, Bangalore that Bharat Heavy Electricals Limited, Bangalore shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Bharat Heavy Electricals Limited, Bangalore against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of Bharat Heavy Electricals Limited, Bangalore or any indulgence by Bharat Heavy Electricals Limited, Bangalore to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.*
7. *Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bangalore.*
8. *We, ..... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Bangalore in writing.*

*In witness whereof we..... (indicate the name of Bank) have hereunto set out Bank Seal*

*the..... day ..... month 201*

*The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.*

**(1)** *It should be typed in the Rs. 100 value of stamp paper.*

**(2)** *It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.*

**(3)** *It should be submitted with bank covering letter with sign and seal of the bank official.*

**Please note that issuance of the CEBG without meeting the above requirement will render the document invalid.**



**ANNEXURE-H****BANK GUARANTEE FOR PERFORMANCE SECURITY****Bank Guarantee No:****Date:****To****Bharat Heavy Electricals Limited  
Electronics Division, Bangalore***Dear Sirs,*

*In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi - 110 049, India through its Unit BHEL-Electronics Division, Bangalore having awarded to NAME OF THE VENDOR/COMPANY with its registered office at ADDRESS OF THE VENDOR/COMPANY hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), Gem Bid Reference and GeM Contract Ref No dated xx.xx.202x valued at ₹.XX.00 (Rupees In Words Only) for Supply and installation of X No. NAME OF THE ITEM (hereinafter called the 'Contract') and the Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to 10% (Ten Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,*

*we, NAME OF THE BANK, having registered/Head office at PLACE and inter alia a branch at NAME OF THE BRANCH , being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of ₹.XX.00 (Rupees In Words Only) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.*

*Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹.XX.00 (Rupees In Words Only).*

*We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.*

*The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.*

*We the NAME OF THE BANK, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.*

*We NAME OF THE BANK, further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.*

*The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Supplier's liabilities.*

*This Guarantee shall remain in force up to and including XX.XX.202X and shall be extended from time to time for such period as may be desired by Employer.*

*This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.*

*Unless a demand or claim under this guarantee is made on us in writing on or before the 31.01.2026 we shall be discharged from all liabilities under this guarantee thereafter.*

*We, NAME OF THE BANK, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.*

*Notwithstanding anything to the contrary contained hereinabove:*

- a) The liability of the Bank under this Guarantee shall not exceed. XX.00 (Rupees in Words Only)*
- b) This Guarantee shall be valid up to XX.XX.202X*
- c) Unless the Bank is served a written claim or demand on or before XX.XX.202X all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.*

*We, NAME OF THE BANK, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.*

*For and on behalf of  
(Name of the Bank)*

*Dated.....*

*Place of Issue.....*

*Note:*

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.*
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.*
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dept.*
- 4. In Case of Bank Guarantees submitted by Foreign Vendors-*
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.*
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)*
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.*
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.*
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.*

**ANNEXURE-I****ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<b><u>Details of Bank Account:</u></b>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

**CERTIFICATE** I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal with Membership No.

(Telephone / Mobile No. \_\_\_\_\_)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

**ANNEXURE-J****List of Consortium Banks**

<b>Sl. No.</b>	<b>Bank Name</b>	<b>Type of Bank</b>
1	Bank of Baroda	PSU Bank
2	Canara Bank	PSU Bank
3	Central Bank	PSU Bank
4	HDFC Bank Limited	PSU Bank
5	Indian Bank	PSU Bank
6	Indian Overseas Bank	PSU Bank
7	Punjab National Bank	PSU Bank
8	State Bank of India	PSU Bank
9	Union Bank of India	PSU Bank
10	Axis Bank	Private Bank
11	Federal Bank Limited	Private Bank
12	ICICI Bank Limited	Private Bank
13	IDBI Bank Limited	Private Bank
14	IndusInd Bank Limited	Private Bank
15	Kotak Mahindra Bank Limited	Private Bank
16	RBL Bank Ltd.	Private Bank
17	Yes Bank Limited	Private Bank
18	Citi Bank N.A.	Foreign Bank
19	Deutsche Bank	Foreign Bank
20	Exim Bank	Foreign Bank
21	Hong Kong and Shanghai Banking Corporation Ltd	Foreign Bank
22	Standard Chartered Bank	Foreign Bank



**ANNEXURE-K****INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, Contract/s **"SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK & PLACE SYSTEM WITH SMEMA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE"** (Tender Ref No: **BHEL-EDN/ CCD-CAPEX- SMT PICK & PLACE SYSTEM/ GTE-NIC1/2025 /Date:17.01.2025**). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

**Section 1- Commitments of the Principal**

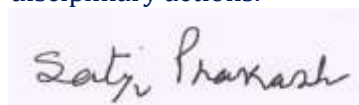
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

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

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

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

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



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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of the agent and representative in India and Indian Bidder(s)/ Contractor (s) to disclose their foreign principle or associates. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor (s) shall not approach the courts while representing the matters to IEMs and will await their decision in the matter.

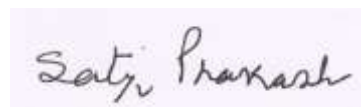
**Section 3 - Disqualification from Tender process and exclusion from future Contracts**

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

**Section 4 -Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.



**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

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

**Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

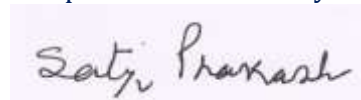
8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an interesting bidder regarding any aspects of the tender which allegedly restricts competition or bias towards some bidder. At the same time, it must be understood that IEMs are not consultant to the management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 for ensuring the desired transparency all complaints received by them and give their recommendations / views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs will tender their advice on complaints within 10 days as far as possible.



8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD, BHEL, at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible/

8.8 The CMD, BHEL shall decide the compensation to be paid to the monitor and its terms and conditions.

8.9 IEM should examine the process integrity they are not expected to concern themselves with fixing of responsibility of the officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration.**

9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract of successful bidder and for all other bidder 6 months after the Contract has been awarded. Issues like warranty guarantee etc., should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

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

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



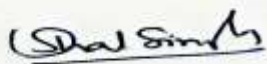
For & On behalf of the Principal

ಸತ್ಯ ಪ್ರಕಾಶ್, ಮ್ಯಾನೇಜರ್/ಸಿ.ಸಿ.ಡಿ.  
सत्य प्रकाश, प्रबंधक/सी.सी.डी.  
SATYA PRAKASH, MANAGER/CCD  
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

**Place: BHEL-EDN, Bangalore.**

**Date: 17.01.2025**

Witness:



Vishal Singh

Sr. Deputy General Manager / CCD

For & On behalf of the Bidder/ Contractor

**(Office Seal)**

**Place:**

**Date:**

Witness:

Signature:

Name & Address:

BHEL-EDN, Mysuru Road, Bengaluru-560026

**ANNEXURE-L**

**DETAILS OF COMPANY PERFORMANCE**

**A. Capacity Details:**

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machine supplied during last 5 years ( Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book Position (Type of machine with Qty. & Name of Customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

\*If any bidder is unable to give name of ALL the customer(s)due to confidentiality restrictions, they may give details without disclosing such customer’s identity

**B. Performance of Supplies to BHEL:**

Details of POs to be considered in last 5 Years shall include Last 5 POs- Fully executed and All POs overdue for supply and / or E&C.

**Details of all machines in the POs to be given**

SL.NO	Name of M/c with broad specs	Name of BHEL unit	P.O No & Date	P.O Value	Supply Date		Erection & Commissioning		Reasons of delay if any
					As per P.O	Actual /Likely	E&C period incl. job prove out as agreed(in days)	Actual/Likely period of E&C completion( in days)	
(1)	(2)	(3)	(4)	(5)	(6)		(7)		(8)
1									
2									
3									
4									

**Note:**

In case bidder has not received any Purchase Order in the last 5 Years from any of the Units of BHEL, then 'NIL' should be indicated.

Reasons for delay to be explained in details.

BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.



Annexure-A

**Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainerhip being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 **Tenderers of Foreign nationality shall furnish the following details in their offers:**
  - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
  - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
  - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

PART-II (PRICE BID) ( FOR PRICE BREAK UP )						
<b>NAME OF THE PROCUREMENT: SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF PICK &amp; PLACE SYSTEM WITH SMEA COMPATIBILITY FOR SMT BASED PRODUCTION LINE AT BHEL-EDN, BANGALORE.</b>						
<b>TENDER REF NO: BHEL-EDN/ CCD-CAPEX- SMT PICK &amp; PLACE SYSTEM/ GTE-NIC1/2025</b>						
NAME OF BIDDER:						
SL NO	DESCRIPTION	UOM	QTY	TOTAL COST (EXCLUDING TAXES & DUTIES)	TAXES AND DUTIES	TOTAL COST (INCLUDING TAXES AND DUTIES)
<b>A</b>						
1	Charges towards Supply of <b>PICK &amp; PLACE SYSTEM WITH SMEA COMPATIBILITY FOR SMT BASED PRODUCTION LINE</b> as per Scope of supply / Purchase Specification. ( Break up of scope covered in Supply to be provided )	Set	1			
2	Charges towards Installation and Commissioning (including Training Charges) for <b>PICK &amp; PLACE SYSTEM WITH SMEA COMPATIBILITY FOR SMT BASED PRODUCTION LINE</b> as per Scope of supply / Purchase Specification. ( Break up of scope covered in E & C to be provided ) ( Installation and Commissioning charges shall be minimum 10% of Total Offer Price ( Supply + E&C Charges for the equipment )	Set	1			
3	Charges towards supply of <b>Spares, Accessories and Consumables for PICK &amp; PLACE SYSTEM WITH SMEA COMPATIBILITY FOR SMT BASED PRODUCTION LINE</b> as per Scope of supply / Purchase Specification ( <b>Price Break up of individual Items covered to be enclosed</b> )	Set	1			

