



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
BHARAT HEAVY ELECTRICAL LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRONICS DIVISION / CE- EXTERNAL SERVICES DEPARTMENT  
P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026./

## **NOTICE INVITING TENDER (NIT)**

### **TWO PART OPEN TENDER**

**TENDER REF NO: CE/ES/2025-26/MAN DAY SERVICE/SJDB Date: 08/05/2025**

Deployment of Expert on Man Day Basis for Service after Sales for BHEL EDN  
CE Product for One Year

TENDER DOCUMENT TO BE DOWNLOADED FROM **[www.bhel.com/tenders](http://www.bhel.com/tenders)**

All corrigendum, addendum, amendments, time extensions, clarifications, etc. (if any) to the tender will be hosted on **[www.bhel.com/tenders](http://www.bhel.com/tenders)** Portal only. Bidders should regularly visit the Portal to keep themselves updated.

Total Number of pages including Cover page. 31

**Due Date for Technical (Part-I) Bid Opening: 14/05/2025**

#### **IMPORTANT NOTE**

BIDDER IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCIES TIMELY FOR CORRECTIVE ACTION, TO THE ISSUING AUTHORITY, BEFORE THE BIDS ARE SUBMITTED. PRINTED COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL



External Services  
BHEL-EDN, BANGALORE

Offers under Two part bid system are invited from competent Bidders, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. The Bidder shall download the Bid document from **www.bhel.com/tenders** Portal, and shall EMAIL the duly filled in Tender Document (Part-I and Part-II) Separately after affixing Signatures and Seal on all pages in Password Protected pdf format on the day of opening of Technical bid

TENDER REFERENCE NO & DATE	<b>CE/ES/2025-26/MAN DAY SERVICE/SJDB Date: 08/05/2025</b>
Name of Work	<b>Deployment of Expert on Man Day Basis for Service after Sales for BHEL EDN CE Product for One Year</b>
Period of Work	<b>One Year</b>
Tender Type	Open Tender (Two Part Bid)
Earnest Money Deposit (EMD)	Rs 5 Lac (Not applicable for MSE (Micro & Small Enterprises) registered firms)
Estimated Value of the Work Per Man Day	Rs 39,000/- Exclusive of GST, Payable Extra
Estimated Value of Work for 1400 Man Day	Rs 546 Lac Exclusive of GST, Payable Extra
OPENING DATE & TIME OF TENDER	14/05/2025 (DD/MM/YYYY).
CONTACT PERSONS	Mr. S DEBBARMAN DGM/ Mobile: +919886128680 Mr. G.G Maurya AGM/ Mobile: +919449869597
Address for Communication of completed Tender	<b>Mr. S DEBBARMAN DGM, CE- EXTERNAL SERVICES 5<sup>TH</sup> FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026</b>
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26998949, +919886128680/ +91-80-26998605, +919449869597 <a href="mailto:sdbarman@bhel.in">sdbarman@bhel.in</a> / <a href="mailto:gopal.maurya@bhel.in">gopal.maurya@bhel.in</a>



Two-part offer is invited against the subject tender enquiry for the work of  
Deployment of Expert on Man Day Basis Deployment of Expert on Man Day Basis for  
Service after Sales for BHEL EDN CE Product for One Year

The following may be noted.

1. Offers received after tender closing date & time will not be considered.

The Duration of Work shall be for a period of One Year (12 Months) from the DATE OF LOA/WO as and when Intimated by BHEL. BHEL shall give minimum advance notice of 04 days. However, in exceptional cases the Bidder shall agree to depute the service personnel within 48 hours' subject to availability.

1. The validity of offer shall be for 180 days from the date of opening of the bid.
2. The requests for extension of due date will not be considered. The tender will be finalized shortly.
3. This tender document comprises of four sections -

**Part-I** SECTION-1: INSTRUCTIONS TO BIDDERS AND CONDITONS OF  
CONTRACT

SECTION-2: SCOPE OF WORK & PAYMENT TERMS

SECTION-3: ANNEXURE-1 TO 6

**Part-II:** SCHEDULE OF PRICE

**Tender Document (Part-I) and Part-II SCHEDULE OF PRICE shall be electronically submitted separately in the form of printable pdf format protected by Password of bidder's choice with Print Option enabled. Password of Only Part-I shall be shared with BHEL ([sdbarman@bhel.in](mailto:sdbarman@bhel.in) and [gopal.maurya@bhel.in](mailto:gopal.maurya@bhel.in)) on the day of Opening of the bid.**

**Password of Part-II Price Schedule same shall be shared with BHEL on request via e-mail to the respective bidders, post Opening of Part-I Bid.**



## SECTION-1: PART-I

### **INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT**

1. The offer shall be submitted as a 'Two part bid' in [www.bhel.com/tenders](http://www.bhel.com/tenders) Portal
2. **Pre-Qualification Requirement:**
  - (a) The Bidder should have the Man Power for Regular Servicing/ Troubleshooting/Logic Modification, AMC Services for any of BHEL EDN make CE Products such as DDCMIS, DAVR/SEE, VFD, HMI, SCADA, RGMO, HCR, IHE, PSS Tuning, Flexibilization, Islanding operation, Cyber Security, Network Audit etc. Completion Certificate/Payment Receipt for the Completed Portion of Work from Customer(s) to be Submitted as Supporting Document. MSME Bidders Comprising of Ex-BHEL Personnel with above experience is also eligible to Submit Bid against this Tender. Below Turn Over and Financial Criteria shall not be mandatory in such cases.

Bidders should have

- (b) Three Works Completed/Executed Successfully costing not less than/Equal To: Rs 4.00 Lac for each work
- (c) Two Works Completed/Executed Successfully costing not less than/Equal To: Rs 5.00 Lac for each work
- (d) One Work Completed/Executed Successfully costing not less than/Equal To: Rs 8.00 Lac for each work

The Bidder Should Furnish Annual Report (Balance Sheet and Profit & Loss Account), and Turnover in Lakhs in certified accounts for last Three Years, ending 31-03-2024.

3. The work is to be executed at Various Customer Premises of BHEL EDN.



**Splitting Criteria:**

- In order to ensure Multiple bidders available for the work, Splitting of Quantity of Man day will be decided based on the No. of Qualified Bid participants.
- Bidders with higher Bid Prices than the Lowest Bidder will be invited to agree upon L1 (Lowest) bid price.
- In case any of the Higher bidders don't agree for L1 Price match, the next bidders will be invited. if no vendor agrees to L1 price then the complete order will be given to L1 bidder.
- In case only 1 bidder is found technically qualified, the order will be placed only on 1 bidder.
- In case of tally, work will be distributed equally and final distribution decision will be of BHEL.
- In case of more than One L1 bid received, Effective L1 price will be decided by soliciting discount from L1 Bidders. In case of Multiple L1 bidders still exist after applying discount, the Final L1 bidder will be decided by a draw/Toss of Lots in presence of Bidders or their representative.

**Special Note:** - In case any bidder fails to execute his awarded value, then his awarded value shall be given to rest of the awarded bidder in their existing ratio. i.e. if L1 bidder failed to execute the awarded value the same awarded value shall be given to L2 & L3 in their existing ratio i.e. (2:1) and the same shall be applicable to L2 and L3 vendor and So On.

4. All the sections of this tender document may be carefully and thoroughly read and understood before submitting the offer. Bidder shall return one set of these tender documents after affixing signature and seal in all the pages along with the offer.
5. The tender is likely to be finalized in a short time.
6. An amount of Rs. 5 Lac towards 'Earnest Money Deposit' (EMD) in the form of Pay Order /Demand Draft in favor of 'Bharat Heavy Electricals Limited' payable at Bangalore/SBI Collect (Refer Page No. 12) shall be submitted by the bidder along with the offer as a part of Two Part Bid.
7. **Benefit shall be given to MSME/NSIC Vendors regarding waiver of EMD for this tender on submission of EM-Part-II /UAM/NSIC Certificate** along with attested copy of a CA certificate certifying Validity. Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before bid opening. If the tender is to be submitted through [www.bhel.com/tenders](http://www.bhel.com/tenders) portal.



Then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

8. The EMD shall not carry any interest
9. The EMD of the unsuccessful bidders will be returned within 15 days from the date of award of work to the successful bidder.
10. The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof.
11. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per Section-3 (Annexure- 3)
12. The work will be taken up immediately and the work shall be completed as per BHEL's requirement.
13. Apart from Service tax any other govt. taxes as applicable from time to time shall be borne by the Bidder.
14. No man / material/ equipment not covered by valid gate pass shall be permitted within the power station area and no material / equipment shall be permitted to be taken out of the power station unless authorized by concerned authority. The Bidder shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
15. Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas, BHEL stores etc. is strictly prohibited.
16. The work shall be executed as per the direction and to the satisfaction of BHEL's Customer Engineer. Decision of Engineer will be firm and binding on all matters.
17. Any person below the age of 18 years shall not be deployed for the work.
18. **The Bidder shall possess independent PF code & ESI code. Bidder has to observe all formalities as per PF & ESI act wherever applicable.**
19. If the Bidder or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the Bidder shall make the same good at his cost or in default the Engineer may cause



the same to be made good by other workmen / agency or by other means and deduct the expense (of which the Customers decision is final) from any sum that may be then or at any time thereafter become due to the Bidder or any other money due.

20. The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
21. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
22. **Bidder shall also take Personal Accident insurance cover OR workmen compensation for the Manpower employed by him at his own cost.**
23. No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
24. The Bidder is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.
25. It will be bidder's responsibility to ensure the time sheet signing along with OT if applicable to ensure billing on customer accordingly so that same can be passed on to bidder.

**26. Anti-Profiteering Clause:**

Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the bid date to the completion of work including defect liability period, if any, which results in any decrease in the cost of the works through reduced liability of taxes & duties, increase in the input tax credits, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to The Tata Power Co. Ltd. to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above as per **Anti-Profiteering Rules, 2017**, hereby, "Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of Indirect Tax or direct taxes and whether or not imposed by the Central government, state government, local or municipal authority or any other statutory body



### **RIGHTS OF BHEL**

27. BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder to any compensation.
28. Bidder's continued poor progress.  
Withdrawal from or abandonment of the work before completion of the work.
29. Corrupt act of the Bidder.
30. Insolvency of the Bidder.
31. Persistent disregard of the instructions of BHEL.
32. Assignment, transfer, subletting of the Contract work without BHEL's written permission.
33. Non-fulfillment of any Contractual obligations.
34.  
To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the Bidder and to recover the expenditure on account of the same from the moneys due to the Bidder.
35.  
While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Bidder will not be entitled to any compensation/ extra payment on this account.
36.  
In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Bidder.

### **Terms & Conditions of Reverse Auction**

Against this enquiry, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.





6. Bidders have to eMail the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction. IF APPLICABLE
8. In case of any deviation w.r.t terms and conditions mentioned in this N.I.T, found after opening of Part-I Bid, loading criteria shall be framed and shall be informed to the bidder before Price Bid opening.
9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**
13. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



## AGREEMENT (To be executed in Rs 100 Non-Judicial Stamp Paper)

Agreement No. and Date \_\_\_\_\_

Name of the Work \_\_\_\_\_

Name of the Bidder with \_\_\_\_\_

Full address \_\_\_\_\_

Value of work awarded \_\_\_\_\_

Letter of Intent No. and Date \_\_\_\_\_

Scheduled Commencement Date \_\_\_\_\_

Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the 'Bidder') of the SECOND PART.

WHEREAS M/s -----state  
That they have acquired and possess extensive experience in the field of -----

And whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the Bidder submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent No.--dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties  
As follows:



1. That the Bidder shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
5. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute, construct, Complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Bidder.
10. That whenever under this Contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroy, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.
12. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.



15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

15(a) Bidder will not Engage in Parallel Business with BHEL EDN Customers during the Contract Period.

16. The following documents

1. Invitation to Tender No-----

And the documents specified therein.

2. Bidder's Offer No-----

Dated-----.

3. \_\_\_\_\_

2. \_\_\_\_\_

5. \_\_\_\_\_

6. Letter of Intent No \_\_\_\_\_  
dated \_\_\_\_\_.

7. \_\_\_\_\_

Shall also form part of and govern this Agreement

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the Presence of

WITNESS

(to be signed by a person holding  
a valid Power of Attorney)

(BIDDER)

1.

2.

(For and on behalf of BHEL)

Note: Bank Guarantee period shall be for the period of Contract plus claim period of SIX months.



## 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/ Bidder" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

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

\_\_\_\_\_ (hereinafter referred to as "Contract"). 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)/ Bidder(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), 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)/ Bidder(s)

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

2.1.1 The Bidder(s)/ Bidder(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)/ Bidder(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)/ Bidder(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Bidder(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)/ Bidder(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Bidder(s) to disclose their foreign principals or associates. The Bidder(s)/ Bidder(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)/ Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

If the Bidder(s)/ Bidder(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)/ Bidder(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Bidders", framed by the Principal.

### **Section 4 - Compensation for Damages**

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

4.2

### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Bidders", framed by the Principal.

### **Section 6 - Equal treatment of all Bidder (s)/ Bidder (s) / Sub-Bidder (s)**

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Bidders.

6.2 In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder(s) and ensure that all Sub-Bidders also sign the Integrity



Pact.

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

#### **Section 7 - Criminal Charges against violating Bidders/ Bidders /Sub Bidders**

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Sub Bidder, or of an employee or a representative or an associate of a Bidder, Bidder or Sub Bidder 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs 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 Bidder. The parties offer to the IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs

would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Manawww.bhel.com/tenders ent. Their role is

independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Manawww.bhel.com/tenders ent.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

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

8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing

of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant

Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.





8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Bidder who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the [manawww.bhel.com/tenders](http://manawww.bhel.com/tenders) entry of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

## Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months' after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

## Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Bidder (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Bidder(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

-----  
**For & On behalf of the Principal  
Bidder**

**For & On behalf of the Bidder/**





## **SECTION-2 (PART-I)**

### **SCOPE OF WORK & PAYMENT TERMS**

- The Bidder shall provide Supervisory service / Technical assistance to BHEL during breakdown maintenance, overhauling, trouble shooting and annual maintenance of the equipment for which completion schedule shall be entirely BHEL dependent.
- Bidder shall depute his competent Engineer to sites for only supervisory services for maintenance / Trouble shooting services within Four Days (96 Hours) of intimation by BHEL.
- Bidder shall be responsible for carrying out troubleshooting / health checks/Regular Servicing of the equipment to the extent of assisting the Customer to put back the equipment in service.
- The Bidder shall not do any alternations/modifications on the equipment without written consent by the original equipment supplier/consultant/Customer.
- Calibrated instruments / oscilloscope, for measurement of parameters s is in Bidders Scope. Bidder to ensure Usage of the same for every Visit if any to be certified by Customer in Approved Time Sheet
- Post Completion of Work, Tax Invoice, Measurement Sheet and all Supporting Documents including Copy of to and Fro Journey Ticket, Proof of Accommodation, if any to be submitted by the bidder to BHEL EDN at the earliest so that Immediate Verification and Billing can be carried out by BHEL to its Customers.
- BHEL will Submit Work Sheet to its Customer after completion of each Visit by the Bidder and receipt of Invoice and Supporting documents including Time Sheet/MOM and Travel documents before raising back to back Invoice on its Customers. Bidders Invoice shall be passed for payment only after work sheet approval by respective customer. Any amount not approved OR deducted from BHEL Bills by its customers against any Visit by the bidder shall be proportionately deducted from bidder's present or Future invoices.
- It will be bidder's responsibility to ensure MOM and Time Sheet duly signed CLEARLY indicating No. of day's visit, visit during any non-working Days/Holidays along with Over Time Hours and approved by customer for raising Invoice on BHEL and payment in Full.



- No. of days Usage of Instrument/Recorder (if any) at Site should be clearly indicated in the MOM/Time Sheet duly approved by customer.
  - Bidder will recommend to BHELs customer requirement of Spares/Services/Up-grades wherever feasible and record the same in the MOM
  - Bidder to maintain Measurement Book in the Format of RAB (**Running Account Bill**) and maintain the same throughout the entire Work Period. RAB No. must be indicated in each Invoice submitted.
  - Miscellaneous expenditure of all Kinds including to and fro Local Conveyance at Source of Journey to be included in the Quoted Price by the Bidder.
  - Bidder to confirm from BHEL/Customer for Number of Man Days available for execution before every visit.
- 
- **Travel expenses payable at actual** by AIR up to the nearest Airport and by TRAIN / ROAD / TAXI TRAVEL to the place of work as actually performed. Proof for travel will be furnished for traveling by Air/train/road. A copy of air ticket along with Boarding Pass will be produced as proof of travel by air along with invoice. Original/Copy of documents of boarding pass, hotel bill/s, Proof of Travel etc. will be submitted by the bidder as these are required by BHEL Finance department.
  - **Accommodation charges extra at actuals:**
    - a) Charges shall be payable at actuals for hotel stay at site. Transit stay en route in case of necessity due to train / air timings shall also be paid at actuals if accepted/agreed by Customer in the Work Sheet submitted by BHEL.
    - b) Bidders Engineers
    - c) Bidders Engineers reserves the right to stay in Hotel in case the accommodation provided by the Customer is found not suitable.

### **HOURS OF WORK & OVERTIME**

For onsite deputations, the normal working of 8 hours per day shall be followed. Over time charges will be twice the normal per Man Day rate applicable and calculated on pro-rata basis beyond normal working hours Working. Sundays and Holidays are considered as over time. Over Time charges and Instrument charges are payable to the bidder as per Time Sheet duly signed by customer and indicated in the MOM and Customer Approval of BHEL Work Sheet.



### **OBLIGATION ON THE PART OF BHEL (M/S BHEL)**

Being running plant and bidder's services are requisitioned for specific periods the BHEL shall provide the following: -

- Working schematics, wiring diagrams, test reports etc. as referred to by the BHEL's maintenance staff for the use / reference of contractor's expert.
- Qualified Technicians to assist contractor's Expert along with their trade tools.
- Spares and materials for replacement as and when required.

### **INDEMNITY**

The Bidder shall not be liable to BHEL for:

- a) Any loss or profit of contract or a consequential loss suffered by BHEL.
- b) Any claim made against BHEL.
- c) Any loss or damage in circumstances over which the bidder has no control.

### **TERMS OF PAYMENT:**

100 % of the value of Invoice (CGST/SGST in case of Karnataka Based Bidders and IGST in case of Bidders Outside Karnataka) submitted by the bidder will be paid on submission of GST Invoice with time Sheet, Customer MOM, Proof of Accommodation and Travel Documents etc. after Completion of Service Work as Stipulated by BHEL within 30 Days of Receipt at BHEL EDN.

Bidder to note that as per GST Law / valuation rules, the service offered by BHEL is a Composite service in nature, hence 18% GST is applicable on travel expense, accommodation charge etc. as a part of the principal service. Under GST law, rate applicable to principal service will apply for the bundled service as a composite one.

Airline/Railways etc. and hotel are charging GST at the rate applicable to them for providing air transport and Hotel services etc. As BHEL is not registered for these services, Composite service billing methodology is adopted. Thus, the GST amount on Airline/Railways/hotels shall be subtracted from the total value of the Airline/Railways/hotels bills and 18% GST is charged on the composite



basic invoice value if not already done by the bidder in their Measurement Sheet and Invoices.

BHEL LOA No. should be customarily mentioned in all correspondence related to Payment particulars, bank transaction details, TDS certificate etc., which are to be addressed to the following on release of payment.

**Addl. General Manager, CE-External Services Dept., Dept.Code:417, NEB-5<sup>th</sup> Floor, Electronics Division, Bharat Heavy Electricals Ltd., P.B. No: 2606, Mysore Road, Bengaluru-560026, India. Contact No: 9449869597 / 080 26998705 and e-mail communication to be given to:**

#### **TIME SCHEDULE & TERMINATION**

For a Period of One Year (12 Months) from the Date of Issue of LOA/Work Order  
Please note that BHEL reserves the right to close or terminate the contract at any time of the contract schedule by giving one-month notice. The decision of BHEL is final and binding. The bidder to confirm acceptance to this clause.

#### **GENERAL**

Following statutory details of BHEL EDN may please be noted:

1. Our PAN Number is **AAACB4146P**
2. GST Registration ID is **29AAACB4146P1ZB** for Karnataka State.
3. Service Accounting code for this service is follows: -

<b>a</b>	<b>Maintenance Services</b>	<b>995429</b>
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#### **GST BHEL EDN GST NO: 29AAACB4146P1ZB**

- Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.



External Services  
BHEL-EDN, BANGALORE

- Invoice submitted should be in the format as specified under GST Laws viz. All details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
- Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- TDS shall be deducted on taxable value of services where the contract value exceeds Rs 2,50,000/- Rate of TDS is: 1% CGST+1%SGST (Intra State) and 2% IGST (Inter State)

5 .

### SECTION-3 (PART-I)

#### SBI E Collect

- 1 Click on the link:  
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 Agree the terms and condition click on proceed
- 3 Choose State of Corporate : KARNATAKA
- 4 Type of Corporate : INDUSTRY
- 5 Select Industry : BHARAT HEAVY  
ELECTRICALS

LTD

- 6 Select category : EMPLOYEES /  
OTHERS

- 7 Fill the necessary information
- 8 Make the payment through any net banking/Debit card
- 9 Download Receipt keep it for reference.

- a. Tenders received without the requisite Earnest Money in full will not be considered.
  - b. The Earnest Money Deposit of the successful bidder will be retained
  - c. In the case of unsuccessful bidders, the Earnest Money will be refunded normally within Fifteen (15) days of acceptance of award of work by the successful bidder.
  - d. The refund of Earnest Money will be through EFT only. Bidders shall submit the 'EFT for as per the [Annexure – 9](#) with correct and complete information
  - e. BHEL reserves the right of imposing forfeiture of Earnest Money Deposit on the bidder if:
    - a) After opening of Tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - f. EMD shall not carry any interest
2. Taxes : GST applicable as per the existing rules from time to time.
  3. Deviations : Bidders are requested to accept all our terms and conditions without any deviations
  4. **Arbitration** : Subject to Bangalore Jurisdiction only and other provisions under the Indian Arbitration & Reconciliation Act 1996. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of BHEL Engineer or any other person is by the Contract expressed to be final and conclusive, shall after written notice by either



party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.

5. For this Procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of Contract/WO against this NIT.

**MAKE IN INDIA:** For this procurement, Public Procurement (Preference to make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Signature of the tenderer.....

Name & address of the tenderer.....



## ANNEXURE - 1

### CHECKLIST OF DETAILS AND ENCLOSURES.

**Note: Please fill up the list with details OR select the option with tick mark appropriately. No column should be left blank.**

1.	Name and Address of the Bidder	
2.	Contact Details	Phone No: Mobile no: Fax No.: Email address:
3.	EMD payment details:	Mode of payment:
4.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO
5.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO
6.	No Deviation Certificate (Annexure-3) enclosed	YES / NO
7.	Declaration confirming knowledge about site conditions (Annexure-4) enclosed	YES / NO
8.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO
9.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO
10.	Format For Claim For Refund Of Security Deposit (Annexure-7) enclosed	YES / NO
11.	Declaration sheet as per Annexure-8 enclosed	YES / NO
12.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO
13.	EFT Form as per Annexure-9 enclosed	YES / NO
14.	GST Registration no (if applicable)	
15.	GST rate Applicable: - (%) Same as quoted in PART-II Bid	
16.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST





ANNEXURE-2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder)

-----  
Tender Reference No.: .....

Date: .....

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Submission of Offer against Tender Reference No.: .....Dated .....

I/We hereby offer to carry out the supply and Installation work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited – Electronics Division, Bangalore, in accordance with the terms and conditions thereof.

I/We have carefully perused the documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Forms and Procedures
4. Price Bid

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) in SBI Collect/Demand Draft and furnished/furnishing Remittance Details as per Page No.06, Pt No. 10 of this N.I.T

**Authorized Representative of Bidder**

Signature:

Name:

Address:

Place:

Da



ANNEXURE-3

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **No Deviation Certificate**

Ref: 1) NIT/Tender Reference No.: ... **CE/ES/2025-26/MAN DAY SERVICE/SJDB** Dated 08-05-2025

2) All other pertinent issues till date.

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website and in case of such observance at any stage; it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions of the NIT.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of  
Authorized representative of the bidder



ANNEXURE-4

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Reference No: .....  
2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Local Wage structure, Local Industrial Climate, Law & Order and other conditions and statutory requirements prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of  
Authorized Representative of the Bidder)

Date:

Place:



ANNEXURE-5

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----  
To,  
(Write Name & Address of Officer of BHEL inviting the Tender)  
Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Reference No.: .....Dated .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation with or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)(Signature, Date & Seal of

Authorized Representative of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Manawww.bhel.com/tenders ent comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Bidder.



ANNEXURE-6

**NON – DISCLOSURE AGREEMENT MEMORANDUM OF  
UNDERSTANDING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

BHEL EDN is committed to Information Security Manawwww.bhel.com/tenders ent System as per Information Security Policy.

M/s ..... providing.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN:

- Maintain Confidentiality of Documents & Information which shall be used during the execution of the contract.
- The Documents & Information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL EDN.

*Bidder's Name and Address*

(Signature, Date & Seal of  
Authorized Representative of the Bidder)

Place:

Date:



:

### **Conflict of Interest among Bidders/Agents**

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/ sub-assembly /Assemblies from one bidding manufacturer in more than one bid;

**or**

f) In cases of agents quoting in off share 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 authorise only one agent/dealer. There can be only one bid from the following.

1. The principal manufacturer directly or through an 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/[manawww.bhel.com/tenders](http://manawww.bhel.com/tenders) ent, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business. [Manawww.bhel.com/tenders](http://Manawww.bhel.com/tenders) ent units in same similar line of business.



TENDER REF: CE/ES/2025-26/MAN DAY SERVICE/SJDB

DATE: 08/05/2025

**(Part-II)**

**SCHEDULE OF PRICE**

Item Description	Unit /Day Price (in Rs) (Excl. of GST)	Man Day	Total (in Rs)
Service charges for (DCS, DAVR, VFD SCADA, HMI, RGMO, HCR, IHE,PSS Tuning , Flexibilization, Islanding operation, Cyber Security, Network Audit, etc. inclusive of Miscellaneous and To and Fro Local Conveyance at Source.		01	
Accommodation (Lodging at Site)	At actuals		
To and Fro Travel Charges inclusive of Local Conveyance at Site if not provided by Customer.	At actuals		
Over Time Charges, Sundays, Holidays, Beyond 8 Hours in Normal Working Days.	At actuals		
Total (Excl. of GST)			
Total (Incl. of GST)			

**NOTES:** (These notes form part of SECTION - 4)

1. Bidders should quote for all the items in Rate Schedule. Non-compliance to this may lead to rejection of offer.
2. The prices quoted shall be FIRM throughout the period of contract. No escalation in prices will be allowed
3. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL Engineer shall be final. All entries shall be in English language. In case of difference in rates THE LESSER OF THE TWO will be treated as valid rate.
4. Bidder's Total price shall be considered for evaluation unless stated otherwise.

(Signature of the Bidder with Seal)