



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

ELECTRONICS DIVISION
P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.

NOTICE INVITING TENDER (NIT)

TWO PART OPEN TENDER

TENDER REF NO: CE/ES/2025-26/NPCIL EMI EMC/SJDB Date: 29/07/2025

Name of Work:- Work of EMI / EMC tests to be carried out on MIM modules manufactured by BHEL EDN at NABL Certified Test Facility.

BHEL EDN GST NO: 29AAACB4146P1ZB

TENDER DOCUMENT TO BE DOWNLOADED FROM WEBSITES, www.bhel.com/tenders.

All corrigendum, addendum, amendments, time extensions, clarifications, etc. (if any) to the tender will be hosted on www.bhel.com, websites only. Bidders should regularly visit websites to keep themselves updated.

Total Number of pages including Cover page. 26

Last Date and Time for Part-I and Part-II Bid Submission: 13/08/2025,13:00Hrs.

Date and Time for Part-I Bid Opening: 13/08/2025, 13:30 Hrs.

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



Sealed offers under Two part bid system are invited from competent contractors, 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 website: www.bhel.com, and shall return the duly filled in Tender Document after affixing Signatures and Seal on all pages. OR **electronically submitted in e-mail in the form of printable pdf format of Part-I and Part-II bid protected by Password of bidder's choice on the day and Time of Submission of the tender as per this NIT. Password for Opening of Part-I bid shall also be shared in e-mail on the day and Time of Submission of the tender as per this NIT. 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**

TENDER REFERENCE NO & DATE	CE/ES/2025-26/NPCIL EMI EMC/SJDB Date: 29/07/2025
Name of Work	Work of EMI / EMC tests to be carried out on MIM modules manufactured by BHEL EDN at NABL Certified Test Facility.
Period of Work	ONE MONTH
Tender Type	Open Tender (Two Part Bid)
PLACE OF WORK	BIDDERS OWN TEST FACILITY
Estimated Value of the Work	Rs 89,320/- Exclusive of Taxes, Payable Extra
OPENING DATE & TIME OF TENDER	13/08/2025 (DD/MM/YYYY), 1330 Hrs.
CONTACT PERSONS	Mr. S DEBBARMAN Sr.DGM/ Mobile: +919886128680 Mr. G.G Maurya AGM/ Mobile: +919449869597
Address for Submission of completed Tender	Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/PDF-eMail, so as to reach the office of Offer inviting Authority Mr. S DEBBARMAN Sr.DGM, CE- EXTERNAL SERVICES 5TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26999049, +919886128680/ +91-80-26998705, +919449869597 sdbarman@bhel.in / gopal.maurya@bhel.in



Sealed Two-part offer is invited against the subject tender enquiry for the work of **EMI / EMC tests to be carried out on MIM modules manufactured by BHEL**. The following may be noted.

1. The Offer may be sent by post/courier/email to the following address to reach before the tender due date and time.

**Mr. S DEBBARMAN / Sr.DGM,
EXTERNAL SERVICES DEPARTMENT, NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
ELECTRONICS DIVISION,
P.B. NO. 2606, MYSORE ROAD,
BANGALORE – 560026.
PH: 080-26999049, 9886128680**

2. The offers received in time, will be opened at BHEL-EDN, Bangalore on **13/08/2025** at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. The Duration of Work shall be for a period of **6 Months**
4. The validity of offer shall be for 90 days from the date of opening of the bid.
5. The requests for extension of due date will not be considered. The tender will be finalized shortly.
6. This tender document comprises of “Procedure for submission of Sealed Tender” followed by four sections -

SECTION-1: INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

SECTION-2: SCOPE OF WORK & PAYMENT TERMS

SECTION-3: ANNEXURE-1 TO 9

SECTION-4: SCHEDULE OF PRICE



PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders in One sealed cover containing **Technical Bid, and Price Bid** and also indicating on the cover tender specification No., due date and time as mentioned in tender notice.

TECHNICAL CUM PRICE BID

Section - 1, 2 and 3 of tender document issued by BHEL (Page Nos. 1 to 32) duly filled, signed and stamped in all pages by Bidder

Section - 4 (Price Schedule - Page No. 33) of Tender Enquiry issued by BHEL duly filled, signed and stamped should be submitted in prescribed in a **sealed envelope** with superscription **Technical Cum Price Bid**.

Documentary proof for meeting pre-qualification requirement specified in Tender Enquiry should be enclosed in this Envelope only.

The above Sealed Envelope shall be super scribed with Tender Reference Number, Due date & Time and submitted to Officer inviting tender on or before due date and time as indicated in tender.

OR

Tender Document can also be electronically submitted in e-mail in the form of printable pdf format Part-I (Page No. 1-24) and Part-II Bid (Page No. 25-26) protected by Password of bidder's choice on the day and by the Time of Submission of the tender as per this NIT. Password for Opening of only Part-I Bid shall also be shared in e-mail to (sdbarman@bhel.in and gopal.maurya@bhel.in) on the day and by the Time of Submission of the tender as per this NIT.

Password of Part-II Price Schedule (Page No. 25-26) shall be shared with BHEL to (sdbarman@bhel.in and gopal.maurya@bhel.in) 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' as described in Page No.: 3.
2. **Tender Enquiry Number: CE/ES/2025-26/NPCIL EMI EMC/SJDB Dated: 29/07/2025**
Tender Opening Date and Time: 13/08/2025 13:30 HRS
3. **Pre-Qualification Requirement:**
 - (a) The Bidder should possess Test Facility to carry out EMI/EMC Test at a NABL Certified Laboratory. Average annual financial turn-over of the Bidder for the last three years ending 31.03.2025 should be equal to or more than Rs. 52,699/-
 - (b) The laboratory must possess all required testing facilities as specified in Section-2 of this NIT (Pg. No.14 of 26), and these facilities must be located within the same premises at a single geographical location.
 - The bidder's laboratory shall be one of the NPCIL- recommended laboratories. Bidder to furnish proof of conductance of Test Mentioned in Scope of Work in Section-2 of this NIT and Invoice / P.O / Report referring end customer as NPCIL.
 - (c) Experience of having successfully completed/Under Execution of EMI/EMC Test in a NABL Certified Laboratory during the last Seven years ending as on 31.03.2025 should be either of the following: -
 - Completed three similar works of value not less than Rs. 42,159. Relevant supporting document with test completion certificate shall be submitted
 - OR
 - Completed two similar works of value not less than Rs. 52,699. Relevant supporting document with test completion certificate shall be submitted
 - OR
 - Completed one similar work of value not less than Rs. 84,318. Relevant supporting document with test completion certificate shall be submitted
4. **In case the job is under execution, A Copy of Work order/Purchase Order/Invoice corresponding to the Values mentioned above should be submitted even if the contract has not been completed or closed by End Customer. The work is to be executed at BIDDERS OWN TEST FACILITY**
5. **No Splitting of Work specified in this Tender is allowed.**



6. The Contract price shall be Firm throughout the period of Contract and PVC is not applicable.
7. 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.
8. The tender is likely to be finalized in a short time.
9. 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.

10. **RIGHTS OF BHEL**

11. BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder to any compensation.
12. To get the work done through another agency at the risk and cost of the Bidder, in the event of poor progress or the Bidder's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the Contract work without written permission of BHEL, non-fulfillment of any Contractual obligations etc. and to claim / recover compensation for such losses from the Bidder including BHEL's supervision charges and overheads from Security Deposit/ other dues.
13. To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the Contract during the progress of work and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments to its Customer or in case BHEL decides to advance the completion due to other emergent reasons / BHEL's obligation to its Customer.
14. To terminate the Contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
15. Bidder's continued poor progress.
Withdrawal from or abandonment of the work before completion of the work.
16. Corrupt act of the Bidder.
17. Insolvency of the Bidder.
18. Persistent disregard of the instructions of BHEL.
19. Assignment, transfer, subletting of the Contract work without BHEL's written permission.
20. Non-fulfillment of any Contractual obligations.
21. To recover any moneys due from the Bidder from out of any moneys due to the Bidder under this or any other Contract or from the Security Deposit.
22. To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of Contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the Contract value per week of delay or part thereof subject to a ceiling of 10% of the Contract value.



23. To determine the Bidder to restrict the quantum of work and pay for the portion of work done in case BHEL's Contract with its Customer is terminated for any reason.
- 24.
25. To effect recoveries from any amounts due to the Bidder under this or any other Contract or in any other form the moneys which BHEL is forced to pay to anybody due to Bidder's failure to fulfill any of his obligations.
26. To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
27. 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.
28. 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.
29. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Bidder.
- 30.



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 fax 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.
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.



INTEGRITY PACT

Between

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

and

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

Preamble

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

_____ (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)/ Contractor(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)/ Contractor(s)

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

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or



document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall 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 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/ Contractors", 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 if applicable

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

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/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

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

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors 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/ Contractors /Subcontractors

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



inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible 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 Contractor. 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 Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process 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 Management.

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 Contractor 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 management 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)/ Contractor (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 / contractors 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)/ Contractor(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
Contractor

(Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/

(Office Seal)

Witness: _____

(Name & Address) _____



SECTION-2

SCOPE OF WORK & PAYMENT TERMS

Following Work of EMI / EMC tests to be carried out on MIM modules manufactured by BHEL EDN at NABL Certified Test Facility.
(Work to be carried out as per Qty. mentioned in Part-II Price cum Bill of Qty.)

Power Frequency Magnetic Field IEC 61000-4-8
Electrostatic Discharge (Table Top) (IEC 61000-4-2
Radiated Emission (30 MHz - 1GHz) (CISPR11/ IEC 61000-6-4
Radiated Susceptibility, up to 1GHz, up to 10V/m IEC 61000-4-3

TERMS OF PAYMENT:

100% advance payment shall be released Post evaluation of the Bidder(s) along with placement of Work order on the L1 Bidder.



1. TIME SCHEDULE & TERMINATION

The time slot for Test shall be informed by the successful bidder within 07 Days from the date of Advance Payment. The bidder shall provide Time Slot/Schedule and Duration of completion of test mentioned along with facility to witness the Test by BHEL/NPCIL

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.

2. GST BHEL EDN GST NO: 29AAACB4146P1ZB BHEL NODAL AGENCY GST NO: 22AAACB4146P1ZP

- a. 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.
- b. 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. GST will be payable only after BHEL availing ITC against submission of GSTR-3B by the qualified bidder.
- c. 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.
- d. 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.
- e. 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)

1. **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.

2. 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.

Signature of the tenderer.....

Name & address of the tenderer.....



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 any 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 authorize only one agent/dealer. There can be only one agent 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**

5. h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business in same similar line of business.



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.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO
4.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO
5.	No Deviation Certificate (Annexure-3) enclosed	YES / NO
6.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO
7.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO
8.	Declaration sheet as per Annexure-8 enclosed	YES / NO
9.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO
10.	EFT Form as per Annexure-9 enclosed	YES / NO
11.	GST Registration no (if applicable)	
12.	GST rate Applicable: - (%) Same as quoted in PART-II Bid	
13.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
14.	HSN Code SAC Code	



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

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish Documents as mention in PQR or the work as provided for in the Tender Conditions within the stipulated time before commencement of Work as per Page No.06 of this N.I.T

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.

Signature:

Name:

Address:

Place:

Date:



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.: Dated
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 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 Management 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/Contractor.



ANNEXURE-5

**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 Management System as per Information Security Policy.

M/sproviding.....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:



ANNEXURE-6

FORMAT OF DECLARATION TO BE GIVEN WITH FINAL BILL

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

Ref:

Date:

To,

BHEL - Electronics Division,
PB.No.2606, Mysore Road,
Bangalore – 560026.

Kind Attention:

Dear Sir / Madam

Ref: Your W.O NO..... Date:

This is to certify that:

1. We have made full & final payment (Retrenchment Compensation, One month notice / notice pay in lieu thereof, payment for un availed portion of EL etc. as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No.:.....
3. No one was injured / died due to accident during the period of contract in the execution of the work and hence no compensation payment is applicable.
4. No labour payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms and conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.
6. That in case principal employer is held responsible / liable to pay any amount/penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the contractor M/shereby undertakes to indemnify the principal employer to deduct that amount from our bills payable by you in any other contract.
7. No other claims against this contract / work order will be made by..... on BHEL Bangalore.

Thanking You,

Yours Sincerely



External Services
BHEL-EDN, BANGALORE

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

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

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address

City: _____

PINCODE

ST

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

Bank Name:

Bank Address:

Bank Telephone No:

Bank Account No:

Account Type: Savings/Cash Credit

9 Digit Code Number of Bank and branch

appearing on MICR cheque issued by Bank

Bank swift Code(applicable for EFT only)

Bank IFSC code(applicable for RTGS)

Bank IFSC code(applicable for NEFT)

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring B

This authority remains in full force until BHEL, EDN; Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS /EFT.

Date:

Authorized Signatory:



SECTION – 4 (PART-II)

SCHEDULE OF PRICE

TENDER REF: CE/ES/2025-26/NPCIL EMI/EMC/SJDB

DATE: 28/07/2025

SI No.	EMI/EMC Test Description	UOM	Qty. Of Test	UNIT Charge in Rs (Excl. of GST)	Total Test Charge In Rs (Excl. of GST)
01	Power Frequency Magnetic Field IEC 61000-4-8	No.	01		
02	Electrostatic Discharge (Table Top) (IEC 61000-4-2)	No.	01		
03	Radiated Emission (30 MHz - 1GHz) (CISPR11/ IEC 61000-6-4)	No.	01		
04	Radiated Susceptibility, up to 1GHz, up to 10V/m IEC 61000-4-3	No.	01		
	Total Amount (Excl. of GST)				
	Total Amount (Incl. of GST)				



NOTES: (These notes form part of SECTION – 4, PART-II, SCHEDULE OF PRICE)

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. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. 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 between words and figures THE LESSER OF THE TWO will be treated as valid rate.
4. Bidder's Total price shall be considered for evaluation unless stated otherwise.