



निविदा आमंत्रण सूचना

NOTICE INVITING TENDER (NIT)

Enquiry No-77/25/6175/AMI

Date -30-Oct-25

BHEL invites offers from reputed Engineering Service providers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)				
2. Package	CIVIL ENGINEERING SERVICES FOR BOP BUILDINGS (Refer Technical Specification for List of Projects)				
3. Type of Agreement	FRAMEWORK AGREEMENT (RATE CONTRACT)				
4. Executing Agency	PEM				
5. Mode of Enquiry	E - PROCUREMENT				
6. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)				
7. Due Date & Time	For offer submission	10-Nov-25	12:00 PM		
	For P-1 bid opening	10-Nov-25	04:00 PM		
8. Earnest Money Deposit (EMD)	Not Applicable	EMD Amount (Rs)	-		
9. Tender Cost	NIL				
10. Eligibility of Local Engineering Service provider as per MII (Refer S.no- 29 for details)	Nature of Package: Divisible Class I & Class II Local Supplier. Minimum Local Content required for qualifying a bidder as Class 1 & Class II Local Supplier shall be 50% & 20% respectively.				
11. Technical Scope	As per Technical specification No: PE-TS-RC-600-C002				
12. Pre-bid Clarification	Last Date for Seeking Clarification	4-Nov-25			
	Engineering Service providers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Engineering Service providers may be submitted within the due date & time.				
	BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.				
13. Prequalification Requirements	Financial PQR- NO	Technical PQR- YES			
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Engineering Service providers including Start-up/MSME.				





14. CIF Content	Not Available
15. Delivery Schedule	<p>1. Time for completion of all works / services shall be 12 months from the date of award of work for project specific Orders placed against the rate contract.</p> <p>2. Engineering Service provider to depute its Designer to BHEL office in Noida as and when required by BHEL, within 7 days of intimation from BHEL engineering.</p> <p>3. Procedure/Schedule for Submission of Drawings / Documents shall be as per Clause no 8 (submission procedure) of Technical Specification, PE-TS-RC-600-C002.</p>
16. Validity of contract (Work orders issued on basis of Framework Agreement (Rate Contract).	<p>Engineering Service provider has to complete activities as per the delivery schedule. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing engineer and/or any hold put by the Buyer for whatever reasons during execution of contract etc.). In such situation it shall be obligatory on part of the Engineering Service provider to execute the contract at PO rates & terms and conditions, provided inputs/ clearances have been accorded within validity of contract. Validity period for activities shall be as defined below: -</p> <p>1. Validity of the contract including quantity variation:</p> <p>The contract shall be valid up to two years from the date of issue of work order. However, delay at Engineering Service provider's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Engineering Service provider's end.</p> <p>For example: Original Delivery period for main supply: A (in days)</p> <p>Delay at Engineering Service provider's end: B (in days beyond "A" days)</p> <p>Contract validity: 2 years + B (in days).</p> <p>2. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p>
17. Liquidated Damages	<p>a) Liquidated Damages (civil engineering services)</p> <p>Buyer reserve rights to recover from the civil engineering service provider, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent value of undelivered milestones of respective building/structure excluding GST, per week or part thereof, subject to a maximum of ten (10) percent of the total contract price of that building / structure excluding GST (as defined in Table-</p>





	<p>1 & Table 2 of specification), if the civil engineering service provider fails to submit drawings/ documents of respective milestone as per submission schedule given in ANNEXURE - III of specification.</p> <p>b) Liquidated Damages (visit to BHEL office at NOIDA) For delay in visit of civil engineering service provider to BHEL PEM office at NOIDA, LD @ 1/2% of the total contract value for visits (excluding GST) per week or part thereof, subject to maximum of 10% of total contract value for the visits shall be applicable.</p> <p>Notes:</p> <ol style="list-style-type: none">1. Total LD (civil engineering services + visit to BHEL office at NOIDA) shall be limited to 10% of cumulative total contract value (civil engineering services + visit to BHEL office at NOIDA) excluding GST.2. engineering service provider's task would be considered complete only when they meet the milestone requirement by due date. In case any milestone as per ANNEXURE - III gets delayed then applicable LD will be levied on value of undelivered milestones.3. Delay analysis of milestone shall include delay in first submission as well as resubmission of respective milestone as per ANNEXURE - III.4. For calculation of undelivered portion of milestone, value of all unapproved drawing/ documents of milestones of respective building/structure shall be considered. <p>Above LD clause shall prevail over the LD clause of GCC Rev 07.</p>
18. Payment Terms	<p>A) Payment term for Civil Engineering Services shall be as per Table 2 of sr. no. 12 of Technical Specification, PE-TS-RC-600-C002.</p> <p>B) Payment terms for visit: 100 % Payment shall be released after completion of activity on certification by buyer's Engg. (MOM signed between BHEL & Civil engineering Service provider) and submission of invoice. This shall be read along with sr. no. 6.b of Technical Specification, PE-TS-RC-600-C002. Also engineering service provider to provide the office address from where services shall be rendered in format for "details for recording bid participation" of NIT.</p> <p>Notes:</p> <ol style="list-style-type: none">1) Payment will be released within days as mentioned below after submission of complete documents:<ol style="list-style-type: none">a. 90 days for non MSME as per MSMED Actb. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Actc. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."





	2) The engineering service provider shall ensure submission of complete documents along with the bill. In case of incomplete documents, the bill shall be rejected, and next due date shall start from the date of closure of discrepancy by the engineering service provider.
19. Price Basis	Prices shall be firm till execution of contract.
20. Variation of contract value	+30%
21. Integrity Pact Applicability	Not applicable
22. Tender Evaluation	<p>Price will be finalized through RA. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price excluding taxes) basis.</p> <p>In the course of evaluation, if more than one Engineering service provider happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 Engineering service provider.</p> <p>In case more than one Engineering service provider happens to occupy the L-1 status even after soliciting discounts, the L-1 Engineering service provider shall be decided by a toss/ draw of lots, in the presence of the respective L-1 Engineering service provider (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.</p>
23. Reverse Auction:	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified Engineering service providers.</p> <p>Price bids of all techno-commercially qualified Engineering service providers shall be opened and same shall be considered as initial bids of Engineering service providers for RA. In case any engineering service provider(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>Engineering service providers to note that the elimination of the bids in RA shall be as per RA guidelines.</p> <p>RA shall be done at Evaluation cost as mentioned above.</p> <p>However, separate price break-up may be submitted by the L1 engineering service provider (after RA) in case of any further price reduction.</p> <p>Reverse Auction shall be as per Guidelines for Reverse Auction - 2024. In case of single qualified bid, price bid of single qualified engineering service provider shall be opened.</p> <p>Engineering service providers Elimination Criteria shall be per Guidelines for Reverse Auction - 2024.</p>
24. Security Deposit: Not applicable	



25. Breach of contract, Remedies and Termination- Clause no. 27.0 of GCTC of GCC-Rev 07 is not applicable. However, in case of Breach of Contract by Engineering service provider, BHEL shall recover 10% of the contract value from the Engineering service provider using following instruments:

- i. Encashment of security instruments like EMD, Security Deposit with BHEL -PEM against the said contract
- ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Engineering service provider, retention amount etc with BHEL - PEM.
- iii. balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the Engineering service provider, retention amount etc. with other units of BHEL.
- (iv) If recovery is not possible then legal remedies shall be pursued.

The balance scope shall be got done independently without Risk & Cost of the failed Engineering Service provider. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

26. GST shall be payable extra at actual.

27. Purchase preference would be applicable to MSE Engineering service providers as per GOI circular (No. F.1/4/2021-PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.

All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

28. GeM Seller ID shall be mandatory before placement of order/award of Framework Agreement/ Rate contract to the successful bidder.

29. Make in India: For this procurement, the local content to categorize an Engineering Service provider as Class I local Engineering Service provider/ Class II local Engineering Service provider/ Non-Local Engineering Service provider and purchase preference to Class I local Engineering Service provider shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 & Class 2 Local suppliers** shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- i. Provide a certificate (in line with attached draft) giving the percentage of local content.
- ii. Provide the details of the location(s) at which the local value addition shall be made.

30. Engineering Service provider to note that this is an Open Tender enquiry & consideration of their offer for price bid/RA shall be subjected to the following conditions:

- a) Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- b) Techno-Commercial acceptance of offer by BHEL-PEM.

It is suggested that Engineering service providers participating in the tender get themselves registered with BHEL-PEM as a "Regular Engineering service provider". Regular Engineering service providers for the package are informed about the floated tender enquiries by BHEL-PEM. Engineering service providers to apply online through registration portal available at www.pem.bhel.com - Engineering service provider Section - Online Engineering service provider Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

31. Framework Agreement (Rate contract) shall be done with 2 (Two) Engineering service providers in ratio of 60:40 value wise at L1 prices (Total Package Price excluding taxes). However, no splitting shall be done while placing Work orders for a project on the basis of Framework Agreement (Rate contract).

Methodology of splitting shall be as per following:





- a) Quantity for MSE Engineering service provider shall be 40%.
- b) GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017 shall be applicable for order splitting.
- c) If no Engineering service provider accepts the counter offered price as per GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017, then the prices shall be counter offered to other Engineering service providers.
- d) In case acceptance of counteroffer is received from more than two Engineering service providers then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).
- e) If none of the Engineering service provider accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value.
- f) Framework Agreement (Rate Contract) will be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not split amongst various Engineering Service providers to minimize operational difficulty.

32. Bidders to note that:

- i) This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of CIVIL ENGINEERING SERVICES FOR BOP BUILDINGS required at various BHEL project sites.
- ii) Framework Agreement (Rate Contract) validity for ordering shall be two years from the date of issuance of Framework Agreement (Rate Contract).
- iii) As and when requirement arises, the concerned Purchase Department will place order directly on the Engineering service provider against the Framework Agreement (Rate Contract).
- iv) The drawings/ documents submission & approval, submission of invoices, processing and release of payment after supply of material, contractual dispute & commercial matters shall be dealt as per Framework Agreement (Rate Contract) terms & conditions directly by Purchase Department, who has placed the Purchase Order against the Rate Contract.
- v) **The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.**
- vi) The drawings/ documents submission & approval, submission of invoices, processing and release of payment after supply of material, contractual dispute & commercial matters shall be dealt as per Framework Agreement (Rate Contract) terms & conditions directly by Purchase Department which has placed work order against the Rate Contract.
- vii) Incomplete offer shall be summarily rejected.

33. Engineering service providers shall Quote for the entire Scope. Partial scope is not acceptable.

34. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Engineering Service providers should regularly visit websites to keep themselves updated.

35. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

36. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components

37. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ Engineering Service provider may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ Engineering Service provider will be taken based on the recommendation of the Committee.

38. If Engineering Service provider mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Engineering Service provider. If such item is required to be supplied for system completion in future, same will be supplied free of cost.





39. All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

40. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.

41. Grievance Redressal Mechanism

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Engineering Service providers are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."

42. Conciliation and Arbitration shall be as per Annexure I to NIT.

43. At Sl.no. 17 of ITB of GCC Rev.07, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

44. Guarantee shall be applicable as per sr. no. 9 of Technical Specification, PE-TS-RC-600-C002.

45. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **GCC Rev 07 & Corrigendum 01, Corrigendum 02 & Corrigendum 03 to GCC Rev-07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.**

46. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

47. Engineering Service providers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Engineering Service providers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQR
- Local Content Certificate in line with Make in India circular
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest.
- Land Border Certificate
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

48. It shall be the responsibility of the Engineering Service provider to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.





49. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar / Manager– BOP

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: amitkum@bhel.in
Ph. No. 9910906336

Upendra Chaudhary/DGM – BOP

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: upendrachaudhary@bhel.in
Contact No.: 8800355885

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

Amit Kumar
Manager/ BOP/ PEM Noida

Enclosures: -

1. Format for Contact details in NIT by bidder
2. Technical Specifications
3. Technical PQR
4. Annexure I to NIT: Conciliation and Arbitration
5. Draft format for Make in India certificate
6. Draft format for land/ border declaration
7. Format for mandatory declaration by MSE bidders
8. Format for mandatory declaration by bidders regarding conflict of interest
9. Price format
10. Reverse Auction Guidelines.

Provide below details for recording your bid participation:

1.	PAN number:	
2.	Company Name:	
3.	Registered address:	
4.	Office address from where services shall be rendered:	
5.	Contact person name:	
6.	Contact person number:	
7.	Contact person email:	
8.	GeM Seller ID:	
9.	GSTIN:	
10.	Whether MSE supplier: If yes, Attach valid Udyam Certificate	(Y/N)

Annexure- I to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com)).

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

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution i.e. **“India International Arbitration Centre (IIAC) Delhi” for PSNR & PSER / “Mumbai Centre for International Arbitration (MCIA), Mumbai” for PSWR / “Nani Palkhivala Arbitration Centre (NPAC) Chennai” for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- I to NIT

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

Format for Local Content Certificate as per MII Order

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, BHEL SADAN,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name) for.....(Project Name) offered by M/s(bidder's name) having its works/office at has local content of%. Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Further, cost of imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

To be given on Letter head of Bidder

Mandatory declaration by Micro and Small Enterprise (MSE) bidders

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, BHEL SADAN,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....
Name of Package:

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

To be given on Letter head of Bidder

Mandatory declaration by bidders regarding conflict of interest

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, BHEL SADAN, Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited
PEM, BHEL SADAN,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)



GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

ABRIDGED VERSION

BHEL, New Delhi

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the

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participating bidders before RA event.

- (4) Conduct the event as per the contract and business rules.
- (5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- (6) To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
 - a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

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- 10.8 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}: ;{start time}: ;{Close Time: }.
3. **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

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for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

- 4. Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

- 5. Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per Unit of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

- 6. Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

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7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

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12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.

14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the

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Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

- 15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
- 16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- 17.** Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- 18.** Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
- 19.** BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

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intimation to bidders.

- 21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 23.** If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- 24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.