



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/25/6183/SAN

Date: 1-Nov-25

BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	AIR CONDITIONING AND VENTILATION SYSTEM		
3. Project	1 X 800 MW NTPC SIPAT STPP STAGE-III		
4. Executing Agency	BHEL-PSER		
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	11-Nov-25	12:00 PM
	For P-1 bid opening	11-Nov-25	04:00 PM
8. Earnest Money Deposit (EMD) (Refer S.no- 25 for details)	Applicable	EMD Amount (Rs)	40,00,000
9. Tender Cost	NIL		
10. Eligibility of Local Supplier as per MII (Refer S.no- 33 for details)	Nature of Package: Non - Divisible Only Class I Supplier (with local content 60% and above)		
11. Technical Scope	As per Technical specification No: PE-TS-520-553-002-A001 Rev-00		
12. Pre-bid Clarification	Last Date for Seeking Clarification	6-Nov-25	
	Suppliers 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 Suppliers 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. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.		
14. Prequalification Requirements	Financial PQR- YES	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 Suppliers including Start-up/MSME.		
15. CIF Content	Not Available		



16. Mode of Price Finalisation	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 bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. In case of single qualified bid, price bid of single qualified bidder shall be opened.
17. HSE Guidelines	Applicable
18. Delivery Schedule	For Air Conditioning System Design & Engineering: 6 months from date of LOA. Drawing/documents submission/ resubmission schedule shall be as per Technical specification. Delay (if any) in BHEL's comment/approval beyond 18 days shall be in BHEL's account and will also be considered for delay analysis. Main Supply (along with commissioning spares): 10 months from the date of LOA. E&C: 22 months from date of LOA. O&M Services: Personnel for O&M Services shall be deputed within 10 days of intimation. For Ventilation System Design & Engineering: 6 months from date of LOA. Drawing/documents submission/ resubmission schedule shall be as per Technical specification. Delay (if any) in BHEL's comment/approval beyond 18 days shall be in BHEL's account and will also be considered for delay analysis. Main Supply (along with commissioning spares): 12 months from the date of LOA. E&C: 26 months from date of LOA.
19. Delivery terms	FOR Despatch Station for supply
20. Payment Terms	a) Design & Engineering: 50% of price of Design/engineering Charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply. b) Main Supply: As per clause no-9.2.1 of GCTC of GCC BOP Rev-00. c) E&C: As per clause no-9.3 of GCTC of GCC BOP Rev-00.



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	d) O&M: As per clause no-9.4 of GCTC of GCC BOP Rev-00. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents: i) 90 days for non MSME as per MSMED Act - ii). 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act. Notes: i) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices. ii) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments
21. Price Basis	PVC Applicable, Refer Annexure-A for PVC Formula
22. Variation of contract value as per clause no. 6.0 of ITB of BOP GCC	+/-30% (Refer Annexure-XIII of GCC BOP Rev-00)
23. Integrity Pact Applicability - Yes	In line with cl. No. 12 of (ITB) BOP-GCC, in case of any complaints arising out of the tendering process, the matter may be referred to any of the below e-mail IDs. iem1@bhel.in; iem2@bhel.in; iem3@bhel.in As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.
24. Tender Evaluation	Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR. In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/technical loading from bidder's final price. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.



25. Earnest Money Deposit (EMD): EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry & Internal Trade (DPIIT).

Modes of deposit

The EMD shall be accepted only in the following forms:

- i) Electronic Fund Transfer credited in BHEL account (before tender opening): <https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf>
- ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).
- iii) Fixed Deposit Receipt (FDR)
- iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)
- v) Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

EMD shall not carry any interest.

Forfeiture of EMD: -

- I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD: -

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.
- II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

26. Performance Security (Separately for each project): Successful bidder is required to submit Performance Security to BHEL-PSER as below within 14 days from the date of LOA:

- i. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

OR

- ii. 5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.



Validity of PS: As per GCC BOP Rev-00, Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.

Modes of deposit: Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- Insurance Surety Bond.

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

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Notes/Remarks

- The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

The Performance Security shall not carry any interest.

27. Breach of contract, Remedies and Termination - Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by contractor, BHEL shall recover 10% of the contract value from the contractor using following instruments:

- Encashment of security instruments like EMD, Security Deposit with BHEL -PSER against the said contract.
- 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 contractor, retention amount etc with BHEL - PSER.
- balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.
- 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 supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

28. Construction Power & Construction water shall be as per Annexure-B to NIT

29. GST shall be payable extra at actual.

30. Purchase preference would be applicable to MSE bidders 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.

31. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

32. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.



33. Make in India: For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier 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-I Local Suppliers** shall be considered.

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

- Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

34. Insurance Deductibles/Excess: Insurance of the package shall be in BHEL scope. However, suppliers to take note of the following deductibles/ excess while submitting their offer:

For Storage /Erection and Testing Cover:

a. Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.

b. Testing Excess: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

Act of God Perils: 10% of the claim amount subject to minimum of testing period excess.

Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of Act of GOD perils. The excess applicable to AOG claims shall apply.

"The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price".

35. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

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

36. 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. Suppliers should regularly visit websites to keep themselves updated.

37. 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:

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:



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- *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.*
- *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.*

38. 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
39. 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
40. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier 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/ supplier will be taken based on the recommendation of the Committee.
41. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
42. 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.
43. At Sl.no. 17 of ITB of GCC BOP Rev.00, "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. **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
45. Conciliation & Arbitration shall be as per **Annexure-C** to NIT.
46. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP** which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.
47. 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.
48. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers 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 & Financial PQRs
 - Integrity Pact
 - Local Content Certificate in line with Make in India circular
 - Land Border Certificate
 - Mandatory declaration by MSE bidders



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- **Mandatory declaration by bidders regarding conflict of interest**
- **Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>**

49. It shall be the responsibility of the Supplier 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.

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

Sanjeev Kumar /Engineer-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: Sanjeev_k@bhel.in
Contact No.: 0120-2218522

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.: 0120-2218557

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

Sanjeev Kumar
Engineer/ BOP/ PEM Noida

Enclosures: -

1. SCC of the Sipat Project
2. Financial PQR
3. Technical Specifications
4. Technical PQR
5. Integrity Pact
6. HSE plan
7. Annexure-A for PVC
8. Annexure-B for Construction Power & Water
9. Annexure-C for Conciliation & Arbitration
10. Price format
11. Abridged version of applicable RA guidelines
12. General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01



**TECHNICAL PRE-QUALIFICATION REQUIREMENT
FOR
1x800MW SIPAT STPP
AC & VENTILATION SYSTEM**

PE-PQ-520-553-002-A001

DATE OCT-2025

REV NO 00

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SL. NO.	DESCRIPTION
1	TECHNICAL PRE-QUALIFICATION REQUIREMENT
1.1	Air Conditioning System The Bidder should have designed, supplied, erected and commissioned at least one (1) number of Air conditioning system having a total installed capacity of 300TR or more including stand-by chiller unit (if any), which should have included at least one chilling unit with a minimum capacity of 60TR. The system has been in successful operation for at least one (1) year as on 10.07.2024
OR	
1.2	Ventilation System The Bidder should have designed, supplied, erected and commissioned at least one (1) number ventilation system including similar air washer units having individual fan capacity of 80,000 Cum./hr or more, which should have been in successful operation for at least one (1) year as on 10.07.2024.

NOTES:

A	Bidder should necessarily meet pre-qualification requirement for any one of the packages out of AC System or Ventilation System whose pre-qualifying requirement is mentioned at Sl.no 1.1 or 1.2. For the package, for which bidder does not meet the PQ Requirements, bidder shall submit a valid and duly notarised undertaking as per attached format attached as Annexure-B, along with bid, stating that bidder would outsource such package to a supplier who meets the PQ requirements stipulated at Sl. No. 1.1 or 1.2 above. All the PQR related supporting documents shall be provided by bidder in line with "NOTE-C" below for BHEL/ Customer approval. Any other document which is not mentioned under "NOTE C", however required by BHEL/customer during bidder's or its supplier's approval, shall be provided by bidder.
B	Sub-Qualification Requirement (Sub-QR) for Chiller The chiller unit(s) proposed to be supplied for this package shall be sourced from the manufacturer(s) who have manufactured and supplied at least one (1) no. of similar type of chiller unit each having a capacity of not less than 150 TR, which should have been in successful operation for at least one (1) year as on 10.07.2024. Bidder has to furnish a confirmation to meet above sub-supplier Qualification Requirement in prescribed format attached as Annexure A in tender specification. However, required documents (as mentioned against in note-C below) for establishing chiller proven-ness shall be furnished by successful bidder after placement of order Notwithstanding anything stated above, BHEL/NTPC reserve the right to assess the capabilities and capacity of the OEM to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL/NTPC.
C	For establishing above mentioned PQR requirement of package(s), the bidder has to submit the following supporting documents: a. For establishing PQ requirements for AC System / Ventilation System, copy of minimum one (1) respective performance certificate in English from end user specifying that the system is running successfully for at least one (1) year as on 10.07.2024 along with copy of related Purchase Order (PO)/ Letter of Intent (LOI)/ Letter of award (LOA) or Work order (WO), in support of PQR clause at Sl. no.1 above. b. Bidder shall submit supporting documents to substantiate technical parameters specified in PQR, if



**TECHNICAL PRE-QUALIFICATION REQUIREMENT
FOR
1x800MW SIPAT STPP
AC & VENTILATION SYSTEM**

PE-PQ-520-553-002-A001

DATE OCT-2025

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the same is not mentioned in performance certificate/purchase order. In order to meet the PQR, the bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.

- c. Bidder to submit supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
- d. Consideration of offer shall be subjected to end customer's (NTPC) approval of bidder.
- e. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.

Notwithstanding anything stated above, BHEL/Customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in overall interest of BHEL/Customer.

The bidder shall meet PQR based on its own credentials. Bid from joint venture (JV) company / Consortium bid is not acceptable.

D Bidder shall submit the supporting documents as per "NOTE C" for approval of its supplier, to BHEL/Customer within 30 days of placement of LOA. Subsequent to approval of the proposed supplier, the successful bidder will place the order on approved supplier within seven (7) days. Bidder shall submit letter of support from the proposed supplier in the prescribed format attached as Annexure-C after the placement of the order.

The approval of the supplier shall be subject to BHEL/Customer acceptance without any cost & time implication to BHEL/customer.

Annexure B

UNDERTAKING

(Valid and duly notarized on appropriate value stamp paper)

M/s....., having its Registered office at [Complete Address], a company duly organized and existing under the laws of [Country/Act], thereafter termed as “Bidder” having been duly sworn in accordance with the law, do hereby confirms the following:

1. That undertaking is given in connection with [Tender Number/ 1X800 MW SIPAT Thermal Power Project] for the scope defined as per technical specification of Air Conditioning and Ventilation system Package as part of the bidding process.
2. That bidder understands that the pre-qualification requirement stipulated in “TECHNICAL PRE-QUALIFICATION REQUIREMENT FOR 1X800 MW SIPAT TPS” document no PE-PQ-520-553-002-A001 are being met for Air Conditioning System and/or Ventilation system package.
3. That for remaining package(s) Air conditioning system or Ventilation system package would be outsourced to a supplier who meets the PQ requirements stipulated at Sl. No 1.1 or 1.2 of technical pre-qualification requirement for 1X800 MW SIPAT TPS. [strike off whichever package is not applicable based on bidder’s credential]
4. That successful bidder shall submit the supporting documents for approval of the supplier in line with “note C” of “TECHNICAL PRE-QUALIFICATION REQUIREMENT FOR 1X800 MW SIPAT TPS” document number PE-PQ-520-553-002-A001, to BHEL/Customer within 30 days of placement of LOA. Subsequent to approval of the proposed supplier, the successful bidder will place the order on approved supplier within seven (7) days from the date of approval. Copy of unpriced P.O. to be shared with BHEL. Bidder shall submit letter of support from the proposed supplier in the prescribed format attached as Annexure D
5. That successful bidder shall outsource the package(s) to respective approved supplier. However, Successful bidder shall be solely liable to the BHEL/Customer to perform contractual obligations including the Design, supply, Erection & commissioning, trial run, performance guarantees and handing over of the respective package(s).
6. That bidder shall not change the supplier once package is outsourced to approved supplier till contract closer without written permission of BHEL.

ANNEXURE – C
LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF
(EQUIPMENT/SYSTEM NAME*) FOR
1 X 800 MW SIPAT TPS

TO

BIDDER
ADDRESS

Sub: Letter of Technical Support submitted From (name of the Supplier*) undertaking the responsibility for satisfactory performance of(Name of the system*).

Dear Sirs,

1. In accordance with the Award of the Contract by BHARAT HEAVY ELECTRICALS LIMITED to M/s. (Name of the bidder), we, the aforesaid Supplier, (M/s) shall be fully responsible for the satisfactory performance of the (Name of the system*).
2. Further, the manner of achieving the objective set forth in point 1 above shall be as follows for (Name of the system*):
 - (a) We shall be fully responsible for design, engineering & commissioning and extending all necessary support for putting in to satisfactory operation and carrying out the Guarantee Tests for (Name of the system*) to the satisfaction of the Employer.
 - (b) We shall depute technical experts to Bidder's works/site for supervision during manufacturing, assembly, inspection as and when required by BHARAT HEAVY ELECTRICALS LIMITED/BIDDER. We shall participate in site erection, commissioning and final testing (as and when necessary) of the..... (Name of the system*).
 - (c) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by BHARAT HEAVY ELECTRICALS LIMITED/BIDDER.
 - (d) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the system as and when required by BHARAT HEAVY ELECTRICALS LIMITED/BIDDER in case the system fails to demonstrate successful performance as per contract at site.
3. We, the Supplier do hereby undertake and confirm that this Letter of Technical Support shall be valid for a period of seven (7) years or up to the end of defect liability period of the contract, whichever is later.

Signature of the Authorised Representative:...

For M/s

(Supplier of (Name of the System*))

Name

Designation

Date:.....

Common Seal of the Company

Signature of authorized signatory.....



PRE - QUALIFYING REQUIREMENTS

PROJECT: 1X800 MW SIPAT TPP

PACKAGE: AIR CONDITIONING AND VENTILATION SYSTEM

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than	2,82,00,000

Rs.Two Crore Eighty Two Lakh only

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial Years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.

Annexure-A to NIT for PVC

PRICE ADJUSTMENT FOR SUPPLY AND MANDATORY SPARES

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of material in accordance with the provisions described below
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Ex-Works supply price of Plant and Equipment including commissioning spares, Mandatory spares.
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract (INR).
- (v) The indices for price adjustment shall be as elaborated hereunder.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (iii) above, shall be as stipulated hereinafter.
- (vii) **Ex-Works Price Component of Plant and Equipment including Mandatory Spares**

The amount of price adjustment towards variable portion payable/recoverable on each item shall be computed as under:
Indices to be used for each item shall be as per Economic advisor WPI data for finished goods published at www.eaindustry.nic.in for respective month.
Major list of Indices to be used for HVAC are specified in table A below

Wherever indices of items are not directly specified in WPI data, Indices for the same shall be suitably decided during execution of contract.

EC against each item shall be calculated as per following formula

$$EC = \frac{(P1 - P0) \times EC0}{P0}$$

Where

EC = Adjustment to Ex-Works supply Price Component expressed in the currency of The Contract (INR) payable/recoverable to the contractor for each shipment/dispatch.

EC0 = Ex-Works supply Price for the plant and equipment in the currency of the Contract (INR), shipment/dispatch wise.

P1 = Refers to indices of the month of reckoning the variated price which shall be the month before the month in which dispatch is made

P0 = Refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.
- 2) Though the calculation shall be done for each Billing Break up (BBU) item at the time of dispatch as per formula mentioned above, Total/Net price variation of package shall be calculated and settled at the end of all required supplies of the package and shall be limited to (+) 10% of Total Ex-Works Supply Price including Mandatory spares. There shall be no limit on negative value of PVC.

TABLE A

Chillers
Cooling Towers
Steel pipes, tubes & poles
Cold Rolled (CR) Coils & Sheets, including Narrow Strip
Steel Container
Air Conditioner
Manufacture of plastics products
Centrifugal Pumps
Manufacture of Fabricated Metal Products, Except Machinery and Equipment
Manufacture of other fabricated metal products
Manufacture of lifting and handling equipment
Manufacture of electronic components
Manufacture of measuring, testing, navigating and control equipment
Salt
Manufacture of Water purifier
Manufacture of Electric heaters
Manufacture of steam generators, except central heating hot water boilers
Manufacture of Fan
Hand tools
Processed rubber
Air Coolers
Manufacture of AC motor
GC/GP sheets
Manufacture Of Electrical Equipment
Industrial Valves

PRICE ADJUSTMENT FOR SERVICE PART (E&C)

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Service part (E&C) component of Contract Price.
- (vi) The indices for price adjustment shall be as elaborated hereunder.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.

a) Indian Rupee Portion of the Installation Services

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 (0.15 + L_b \times (L1 / L0))$$

Where:

1. ER = Adjustment to Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

2. ER1 = Adjusted amount of Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the Contractor.

3. ER0 = Value of the Erection & Commissioning work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Erection & commissioning bill (service part) during the E & C period up to the 'Completion of the Facilities' shall be calculated as described in this document.

4. L_b – Coefficient of labour (for all categories) content in the Indian Rupee portion of the erection & commissioning = 0.85

5. L=Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Shimla, Government of India.

For the indices,

5a. Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

5b. Subscript '1' refers to indices of the month in which service / E&C is carried as per the Purchase Order or its amendments issued.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.

2) The price variation shall be limited to +10% of total E&C price (excluding taxes). There shall be no limit on negative PVC.

Annexure-B to NIT for Construction Power and Water

1 X 800 MW NTPC SIPAT STPP STAGE-III

Construction Power:

1. Construction power (three phase, 415 V/ 440 V) shall be provided by BHEL free of cost at one point near the site at a distance of approx. 500M from the date of start of work. Further, distribution shall be arranged by the contractor at his own cost and services. However, contractor has to deploy DG Sets to meet power requirement in case of delay in availability of single source or any kind of power interruptions during the course of the project at no extra cost to BHEL. If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard.
2. Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act.
3. Sufficient power factor compensation equipment like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
4. Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
5. It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
6. While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labour, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.
7. Contractor to note that till construction power is made available by BHEL; contractor shall make his own arrangement like DG set etc. The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office, maintenance etc.
8. Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc. to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.
9. BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
10. The bidder will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained

11. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.

Construction water:

1. BHEL shall provide water supply free of cost (at single point source) for construction purpose from the date of start of work. Contractor has to make arrangement of further distribution. However, contractor shall make alternate arrangement of construction water till the same is made available by BHEL.
2. The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use in batching plant and construction purposes.
3. Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes.

Annexure-C to NIT for Conciliation & Arbitration

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 in Clause 2.21.1 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.
- 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.

PROJECT GROUP II
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
BHARAT HEAVY ELECTRICALS LIMITED

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00
1x800 MW NTPC SIPAT SUPER THERMAL POWER PROJECT, STAGE-III
(JOB NO. 520)

These Conditions shall be read and construed along with latest applicable (i.e. BOI or BOP) General Conditions of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

Sl. No.	Title	Description
1.	Project Name	1x800 MW NTPC SIPAT STP PROJECT, STAGE-III (EPC)
2.	Ordering Basis / Type of Bidding	ICB / Competitive
3.	Customer Order Ref No.	CS-8003-001-2-FC-NOA-7491 dated 20.09.2024 for Supply under 1 st Contract CS-8003-001-2-SC-NOA-7492 dated 20.09.2024 for Service under 2 nd Contract CS-8003-001-2-TC-NOA-7493 dated 20.09.2024 for Service under 3 rd Contract
4.	BHEL's Customer	NTPC
5.	NTPC SIPAT GST No.	22AAACN0255D4Z5
6.	Customer Consultants	--
7.	Buyer and Paying Authority	a. For packages where BHEL PEM will issue the Purchase Order - BHEL PEM will be the paying authority. b. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSER - BHEL PSER Site will be the paying Authority.
8.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC FOR TURNKEY PACKAGES (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSER): CONSTRUCTION MANAGER, BHEL SITE OFFICE, SIPAT SUPER THERMAL POWER PROJECT, STAGE-III (1x800 MW) P.O. UJJWAL NAGAR, DISTRICT - BILASPUR, CHHATISGARH - 495555

9.	<u>Delivery Address</u> (Ship To)/BHEL Site office address	CONSTRUCTION MANAGER, BHEL SITE OFFICE, SIPAT SUPER THERMAL POWER PROJECT, STAGE-III (1x800 MW) P.O. UJJWAL NAGAR, DISTRICT - BILASPUR, CHHATISGARH - 495555
10.	Location of Plant	The site is located in Bilaspur district of Chhattisgarh, having latitude and longitude of 22⁰ - 05' to 22⁰ - 09' (N) and 82⁰ - 16' to 82⁰ - 18' (E) respectively. The site is approximately 20 Km from Bilaspur city and is approachable via Bilaspur -Baloda State Highway which passes through Sipat.. The nearest rail head is Jairamnagar Railway Station (on Nagpur-Raipur-Kolkata mainline), is approximately 3 km from the project site. The nearest commercial airport, Raipur is about 150 Km from project site.
11.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis.
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL-PSER - GSTIN - 22AAACB4146P1ZP
13.	Construction Facilities to Vendor	Construction Power : Construction power shall be made available for Erection Work free of cost at a single point to supplier. Construction water : Construction water shall be made available for Erection Work free of cost at a single point to supplier.
14.	Transit Insurance	As per Notice Inviting Tender (NIT). In case, Transit Insurance is specified in BHEL Scope in NIT - Insurance details shall be provided by BHEL-PEM. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: • Policy No. • Consignee Name. • Consignment Details (items with their weights and value (in INR). • Project Name and P.O. No. • LR No. and date, Dispatch origin and destination details, Invoice No. • Vendors to intimate the underwriters quoting the insurance Policy details.
15.	Dispatch intimation	Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: • BHEL Site office (address as mentioned at Sl. No. 9) • BHEL PEM Noida (address as mentioned in NIT

		for PO issued by PEM) BHEL PSER Kolkata (For PO Issued by BHEL PSER)
16.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only. No claim shall be acceptable to BHEL in this regard.
17.	Unloading, Storage & Movement of material at site	- By BHEL site office for supply packages (where only supply is in vendor's scope). - By vendors for Turnkey (where Supply and E&C is in vendor scope) Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-5 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.
18.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT).
19.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Port -Chennai Basis and Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
20.	<u>Inspection Agency</u>	Inspection of packages shall be carried out by agency as per below Inspection category of packages: Cat-I : Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA. Cat-II: Inspection shall be done by BHEL only. Cat-III : Certificate of Compliance shall be furnished by Vendor. Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.
21.	Inspection procedure	<u>For Domestic supplies:</u> As per Notice Inviting Tender (NIT). <u>For Foreign supplies</u> In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates and photographs as per above.

22.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	For Cat-I item :- For these items the final acceptance will be on physical inspection witness by NTPC. MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL . For Cat- II items :- For these items, The final acceptance by NTPC shall be on the basis of review of documents as per approved QP . The vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL. For Cat-III items :- Quality control to be exercised as per Main contractor Quality Assurance System. The vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.
23.	Mandatory Spares	If applicable, supplies of mandatory spares will be separate from main supply and separate manufacturing clearance shall be given for mandatory spares. Delivery of mandatory spares shall be as per NIT. In case if delivery of mandatory spares is not specified in NIT, same shall be within four (04) months from BHEL Manufacturing Clearance. MRC payment for mandatory spares shall be released after handover of respective mandatory spares to customer -
24.	HSE Guidelines	For Turnkey packages, vendor shall deploy Safety Officer etc. as per HSE Plan policy and same is as per Annexure 1 to this SCC & is applicable for this project.
25.	Packing Identification & Marking [If not specified in NIT]	Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/Commissioning Spares/Mandatory Spares) for 1x800 MW NTPC SIPAT STP PROJECT, STAGE-III. NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc

		IMPORTANT: - • Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also. • The Packing list details for the consignment must be put inside the Box/Boxes. Items like pumps, Valves, Hoists, Cranes etc shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip. Mandatory spares shall be properly packed separately in separate box painted in Red, indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.
26.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<u>No. of O&M Manuals</u> As per applicable GCC / Tender documents/Kick-off meeting. If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.

	BHARAT HEAVY ELECTRICALS LIMITED (BHEL)	GENERAL CONDITIONS OF CONTRACT GCC – BOP Revision no. 00	ANNEXURES
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ANNEXURE– VIII

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

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

	BHARAT HEAVY ELECTRICALS LIMITED (BHEL)	GENERAL CONDITIONS OF CONTRACT GCC – BOP Revision no. 00	ANNEXURES
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himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of 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 will await their decision in the matter.

Section 3 – Disqualification from tender process & exclusion from future contracts

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

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

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

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

Section 10 – Other Provisions

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

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

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

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

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

SANJEEV
 For & On behalf of the Principal
 (Office Seal)
KUMAR

Digitally signed by SANJEEV KUMAR
 DN: c=IN, postalCode=201301, st=UTTAR
 PRADESH, street=GAUTAM BUDDHA NAGAR,
 LG=GAUTAM BUDDHA NAGAR, o=BHARAT
 HEAVY ELECTRICALS LTD., ou=BHEL, ps=PEM,
 serialNumber=9a160549da81651ce4aa59f1b
 1e1135346b57a3756325,
 postalCode=201301, st=UTTAR PRADESH,
 7876ed2,
 2.5.4.20=abed08bdc3d7202765d20c24520
 8a2c7f92a99a73b3c09559f6af5932,
 email=SANJEEV_K@BHEL.IN, cn=SANJEEV
 KUMAR
 Date: 2024.08.28 11:01:09 +05'30'

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Place-----

Date-----

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____



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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Business Rules for Reverse Auction

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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.