NOTICE INVITING TENDER

E-tender in two-part bids vide **"Open Tender Enquiry No. 202600041** Dated **(Published Date)"** are invited from reputed & experienced bidders/contractors for **"FRAMEWORK AGREEMENT (FA) FOR 1 YEAR OF SILVER PLATING OF 5 MICRON ON ALUMINIUM &COPPERCONDUCTOR/PALM/BLANKINGPLATE/SPLICEPLATES/FLAT/FLEXIBLES/ CONDUCTORS/BARS INCLUING, HANDLING POLISHING, BUFFING ON ITEMS ON F.O.R BHEL RUDRAPUR BASIS"** as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.

Following salient points relevant to the tender may please be noted.

Salient Features of NIT:

Sl. No.	Issue	Description
1	Issue of Tender Documents	As Per NIT
2	Last Date and Time of Offer Submission	As per NIT Placed: ***on https://eprocurebhel.co.in***
3	Opening of Tender	As Per NIT
4	Submission of offer	Offer against subject tender can only be submitted on BHEL e-procurement portal **https://eprocurebhel.co.in** against ref no. **202600041.** **No offer received in any other mode like postal etc. shall be entertained.**
5	Corrigendum / Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-procurement portal **https://eprocurebhel.co.in** **No Press advertisement in this regard shall be published in any newspaper. Bidders are requested to visit above portals/websites on regular intervals to keep abreast with latest updates.**
6	Document Cost	**NIL**
7	Pre-Bid Meeting	**Not Required**
8	List of Documents (/PQR /Technical)	**1. NIT** **2. PQR: As per Annexure-A for MAT CODE RW2202200061** **3. PQR: As per Annexure-B for MAT CODE RW2202200045 & RW2202200053)** **4. Techno-Commercial Terms: As per Annexure-C** **5. Drawing No 416325500210 (Silver Plating Instruction)** **6. Corporate Standard: AA0673613 Rev 04** **7. Product Standard of Packing: BHE/Pack/SP/001 Rev 2**

		8. Product Standard for Electro-plating on Busduct Application. **9. Product Standard: SG 14610 REV 04** **10. Product Standard: SG 15600 REV 04** **11. QAP: QP/BD/164 R02** **12. Base Rate of Silver Rs. 266000/Kg dt. 1.06.2026 of ET Intelligence Mumbai Bullion Market (Ready) 1 kg.** **13. Reverse Auction Guidelines'2024.** **14. Integrity Pact Clause/ IEM details** **15. SCC (Special Conditions of Contract)** **16. Deviation Sheet.** **17. Tax Sheet (For GST applicable %)** **18. PP-MII Format** **Remarks: Techno-Commercial Bid (First Envelope)**
9	List of Documents (Price BID)	**1. Price Bid (BOQ)** **Remarks: Price Bid (Second Envelope)**
10	Award of Contract	**Contract shall be awarded to bidder who meet Pre-qualification requirement, and techno-commercially qualified and quotes "lowest landed cost to BHEL" subject to BHEL acceptance.**
11	Work distribution	**Applicable, As per Annexure-C (Line Item Wise)**
12	Evaluation of Offers	**Item Wise Evaluation**
13	PVC CLAUSE	**PVC Applicable and Formula Details as mentioned in Annexure-C**
14	Qualifying Criteria	**As per Annexure-A & Annexure-B - attached.**
15	QAP	**QAP: QP/BD/164 R02**
15	Bid Validity	**180 Days From the tender Opening Date.**
16	Earnest Money Deposit **(EMD)**	**₹ 6,000,00/-** **Exemption for EMD Submission:** **(A) MSE/Start-Up bidders are Exempted for EMD submission against submission of valid UDYAM certificate.** **(B) Central/ State PSUs/ Government depts./ Autonomous/ Educational Research institutions are also exempted for EMD Submission against submission of valid documents.** Offer without EMD submission other than cited above as per point (A) or (B) will be rejected without any information. Modes of deposit for EMD: **a)** The EMD may be accepted only in the following forms:

		(i) Electronic Fund Transfer credited in BHEL account (before tender opening). (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). (iii) Fixed Deposit Receipt (FDR). (iv) Bank Guarantee from any of the Scheduled Banks. (v) Insurance Surety Bonds. **b)** In case the EMD is more than rupees two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
18.	**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" and forfeited/ released based on the action as determined under these guidelines. EMD of the unsuccessful bidders should be returned to them at the earliest as per BHEL Policy. EMD shall not carry any interest.
19	**Return of EMD**	i) Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. (ii) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender). (iii)EMD shall not carry any interest

20.	**Performance Security/ Security Deposit**	To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract. **The total amount of Security deposit shall be five percent (5%) of the total contract value or minimum Five (5) Lakh Rupees which one is higher for issued material security (Outside BHEL Rudrapur factory) shall be deposit by the contractor.** Security Deposit against issued material to be furnished by 14(fourteen) days from FA Date, and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. **Period of Security Deposit shall be 12 Months (FA Validity) + Warranty Period (24 Months) + 2 Months = 38 Months from F.A date.**
21.	**Forfeiture of Performance Security**	The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier/Contractor. Security Deposit 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.
22.	**Mode of Security Deposit**	(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

		(v) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
	Contact Persons from BHEL	**Following officials may be contacted for any clarifications in subject tender.** **1. Mr. Ashraf Rahman Idrisi, Sr. Manager /MM, Ph No. 05944-257220 Mob: 9758888682 E-Mail: ar.idrisi@bhel.in** **2. Mr. Vipul Kumar, Engineer/MM, vipul@bhel.in/8979773700**

Bank Account Details for EMD Deposition

Bidder shall deposit EMD as per mode of deposit of EMD as above in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer). Any other mode of payment will not be acceptable and make your offer liable for rejection.

For Electronic Fund Transfer the details are as below-:

a) Name of the Beneficiary -: Bharat Heavy Electricals Limited

b) Bank Particulars

i).	Bank Name -:	STATE BANK OF INDIA
ii).	Bank Telephone No. (with STD code)-:	'05944 - 247678 / 247646/ 243843
iii).	Branch Address-:	Indira Chouraha Rudrapur (Uttrakhand)
		PIN-263153
iv).	Bank Fax No. (with STD code) -:	05944 - 243454
v).	9 Digit MICR Code of the Bank Branch	263002001
vi).	**Bank Account Number -:**	**10672521208**
vii)	Bank Account Type -:	CASH CREDIT
viii	**11 Digit IFSC Code of Beneficiary**	**SBIN0000708**

Note-: The scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ FDR/BG Details of payment made through Electronic Fund Transfer etc. as defined in mode of deposit shall be uploaded in the E-Procurement Portal (along with offer) and original hard copy (except EFT) of the same must be received at BHEL CFP Rudrapur before the bid submission end date.

BHEL shall not be responsible for postal or any other delays in this regard.

Additional Terms and Conditions:

1. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:**
1.1 BREACH OF CONTRCAT: The following shall amount to breach of contract: i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality. iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.
1.2. REMEDIES IN CASE OF BREACH OF CONTRACT. i.e. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued. iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value,

the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners: iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor
v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2. **Suspension of Business Dealings**-Action shall be taken as per extant BHEL "Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com.

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

4. **Cancellation of Contract**-In the event of non-performance of the contract by the supplier within specified delivery period, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 15 days for the supplier to rectify the situation without any prejudice to terms and conditions mentioned in Purchase order/Framework Agreement. If situation is not rectified within notice

period after issuance of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies

5. **Settlement of Dispute:** If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 30.

6. **Conciliation Clause:** 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.

7. **Arbitration:**

   7.1 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 5 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 (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

7.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & 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.

7.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions................................ (to be identified by the contract issuing agency) 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.

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

7.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) at Rudrapur, Distt. Udham Singh Nagar, Uttarakhand.

7.6 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 Rudrapur, Distt. Udham Singh Nagar, Uttarakhand.

7.7 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.

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

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

7.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

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

8. FORCE MAJEURE CLAUSE:

8.1 "Force Majeure" shall mean circumstance which is:

a) beyond control of either of the parties to contract,

b) either of the parties could not reasonably have provided against the event before entering into the contract,

c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

i) War, hostilities, invasion, act of foreign enemies.

ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.

iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.

iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.

v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.

Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

Epidemic, pandemic etc.

8.2The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

8.3If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

8.4The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event

8.5Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
i) Constitute a default or breach of the Contract.
ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
8.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

9. **NO INTEREST PAYABLE TO CONTRACTOR:** Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

10. **Jurisdiction**-Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.

Vijay Adhana

(BHEL RUDRAPUR)

SCC (Special Conditions of Contract) for Tender No 202600041 for FA of Silver Plating for 1 Year.

1. **PQR:** As per Annexure-A & Annexure-B of Tender Documents.
2. **Material**: BHEL Rudrapur shall issue returnable gate pass for Components of Aluminium, Copper & Its Alloys against security deposit during the contract period.
3. **Insurance:** As per clause 12 of Annexure-C.
4. **Delivery Terms:** As per clause 3 of Annexure-C.
5. Lifting of Material: Bidder has to lift the material from BHEL Rudrapur and after plating & inspection same shall be returned to BHEL Rudrapur duly packed as per packing instruction.
6. **Test Certificate**: Test Certificate as per specification required along with each lot of Silver Plating.
7. **Guarantee/Warrantee Clause**: Applicable, Guarantee/Warrantee Clause shall be 24 months from the date of billing.
8. **Inspection**: By BHEL/TPI at vendor works.
9. **Reverse Auction (RA) – Applicable, for the Tender as per attached RA guidelines 2024.**
   "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."
10. **EACH COMPONENT SHALL BE INDENTIFIABLE WITH DRAWING, ITEM/VARIANT & PROJECT.**
11. **BIDDER MUST HAVE INHOUSE FACILITIES FOR SILVER PLATING.**
12. **BIDDER MUST HAVE INHOUSE TESTING SET UP FOR SILVER PLATING.**
13. **SILVER PLATING: BIDDER HAS TO DO SILVER PLATING AS PER SG14610 R04, AA0673613 R04, SG15600 R04 & Product Standard for Electro-plating on Busduct Application (BDE/RU/EP/01) Rev 00 and Thickness of Silver Plating (Min 5 Micron) as per specification drawing no 416325500210 Rev 00.**
14. **QAP**: QP/BD/164 Rev 02 is attached.
15. **Liquidated Damages (LD) Clause:**
    In case of delay in execution of contract/purchase order beyond the delivery period stipulated in the said contract/purchase order, a penalty of 0.5% on the value of delayed portion of supply (inclusive of basic rate, taxes, duties, freight & insurance as applicable) per week of delay shall be levied on Supplier.
    Maximum limit of Liquidated damages shall be **10% of total purchase order value (Individual) (inclusive of basic rate, taxes, duties, freight & insurance as applicable)**. In case of quoting any deviation from the above LD clause, **the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of** total purchase order value (inclusive of basic rate, taxes, duties, freight & insurance as applicable). **GST shall also be charged on LD amount as per applicable rate and tax invoice shall be issued by BHEL.**
    Note:

<u>SCC (Special Conditions of Contract) for Tender No 202600041 for FA of Silver Plating for 1 Year.</u>

i) In case of any amendment or revision in contract/Purchase order, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, as applicable.

ii) If, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld.

Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.

Liquidated Damages = 0.5 % X Delay in Nos. of Weeks X Quantity *(Basic Rate + P&F + Freight + Other charges, if any + Taxes & Duties) + Applicable GST.

16. **Price Variation Clause**: Applicable, PVC formula as per Annexure-C.
<u>In case of delay in delivery due to reasons not attributable to BHEL, the PVC shall be restricted to the purchase order receiving date or the actual receiving date whichever is advantageous to BHEL. In case PO delivery date is extended by BHEL, the PVC shall be applicable for the extended delivery date.</u>

17. **Order Splitting:**

1.	Distribution Clause:	**Distribution shall be done to maximum 02 bidders as per below matrix as applicable: -**

Distribution Matrix	L1	L2
02 lowest acceptable bidders	60%	40%
01 lowest bidder	100%	-

L-1 Rate as finalized shall be counter-offered to techno-commercially qualified bidders for splitting of order according to their ranking in comparison statement i.e. L-2, L-3 etc. respectively. In case of non-acceptance of counter-offer by any bidder, counter–offer shall be extended to next bidder in ranking. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.

18. Taxes & Duties etc. shall be payable extra at actuals against documentary proof.
19. Bidders to submit signed and sealed copy of all attached NIT documents and Standards as a proof of acceptance.
20. All deviations against technical/commercial terms must be mentioned in a separate "**Deviation List**". Any hidden condition/deviation mentioned elsewhere other than Deviation List will not be considered valid.

SCC (Special Conditions of Contract) for Tender No 202600041 for FA of Silver Plating for 1 Year.

21. No separate technical offer submitted by bidder shall be acceptable. Only techno-commercial offer/documents given in tender on **eprocurebhel.co.in** portal shall be acceptable.
22. **Delivery Terms:** As mentioned in Annexure-C, rates to be quoted on FOR RUDRAPUR (Uttarakhand) including packing, forwarding, freight charges.
Rates are to be quoted for entering into a frame work agreement (FA) for 01-year duration. The quantity indicated in the bid is overall requirement. However, BHEL shall place several PO of smaller quantity over the period of time.

In case of urgency of items based on our end customer requirement/site urgency, BHEL may ask for early delivery without any extra cost to BHEL.

Delivery in case of rejection: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

23. **Payment Terms:100% as per below specified days after the receipt and subject to acceptance of material through EFT. Bidder must attach UDYAM certificate along with bid to confirm their category**

Type of Bidder	Payment Terms
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

No overdue interest shall be payable by BHEL

24. **MSME payments for Goods or Services to be mandatorily settled through TReDS:**
"In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform i.e. RXIL, M1xchange, Invoicemart, KReDX, C2FO) authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.
In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."
25. **Loading Criteria:**
No deviations in terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

SCC (Special Conditions of Contract) for Tender No 202600041 for FA of Silver Plating for 1 Year.

- **i.** Rates shall be quoted FOR BHEL RUDRAPUR (Address: CFP-BHEL RUDRAPUR, Kichha Bye Pass Road, Near FCI Godown, U.S.Nagar, Uttarakhand-263153). No deviation is allowed in this clause.
- **ii.** Rates should be quoted for entering into frame work agreement for 01 Year. Rates quoted shall be valid for 01 Year for ordering. Multiples Orders shall be placed during currency of year on firm rates. PV Clause for Silver shall be applicable with this enquiry. No deviation is allowed in this PVC clause.
- **iii.** 100% payment shall be made as specified at Sl. No.-23 above after receipt and verification of material at store subject to acceptance. Any deviation in the payment term will attract loading at the rate [Repo Rate+ 4%] of for the period of relaxation sought by bidders.
- **iv.** Loading for not accepting LD clause: Non-acceptance of LD Clause (Sl. No 15) shall be considered as deviation to this tender and shall be loaded at the rate of 10% for each case for comparing standing.

26. Bill submission & Invoicing:

Supplier should ensure timely submission of invoice and all relevant documents for processing the payment. Any undue delay on account of bill submission/ incomplete documents shall be to suppliers account. Two sets of following documents shall be sent with the material for delivery at Rudrapur.

(i) GST Invoice
(ii) Packing list
(iii) GR/Challan etc.
(iv) Guarantee/ warranty certificate
(v) Test certificate
(vi) PVC Calculation Sheet etc.

27. Acceptance to GST terms and conditions as per Annexure-GST.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Rudrapur due to fault / non-compliance by the vendor will be to the vendor's account. All vendors are required to provide PAN details, GSTIN Number.

28. Framework Agreement (FA): After finalization of this tender, BHEL shall enter into Framework Agreement with successful bidders. Framework Agreement shall be valid for the quantity mentioned in NIT and for ONE-year period. BHEL may extend the Framework Agreement as per BHEL Purchase Policy with mutual consent.

However, finalization & signing of Framework Agreement does not entitle any bidder to any firm order. Any claim by the bidder on account of capacity blocking, funds etc. due to entering into the FA shall not be entertained.

FA sets out terms and conditions under which specific purchases can be made during the term of the agreement and shall include agreement on prices which are determined after following the tendering procedure. BHEL shall place purchase order(s) in line with Framework Agreement and as per BHEL's requirement.

BHEL reserves the right to terminate the framework agreement after giving a notice period of 15 days to the supplier without assigning any reason thereof. No claim because of termination of contract shall be admissible.

29. **Tax sheet:** GST Percentage should be mentioned in tax sheet and attached along with Part-I Bid.

30. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

31. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA),** Order 2017 vide No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry and subsequent Orders issued by the respective Nodal Ministry shall be applicable, even if issued after issue of this NIT but before finalization of contract/PO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Subject to the provisions of above-mentioned order and to any specific instructions issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier.

    The bidders shall submit certificate as per prescribed format to establish the local content.

32. **Bid currency**: Bid currency shall be INR. Hence, all rates shall be quoted in INR.

33. If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.

34. Unsolicited revision of price shall NOT be considered after tender submission. In case of supplier insisting for submission of unsolicited revision of price after tender submission at any stage, offer shall be liable for rejection
35. **Declaration regarding suspected Cartel Formation**: The Bidder shall declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
36. BIDDER must not be under category "banned" or "de-barred from dealing" by BHEL/PSUs/Govt. of India on tender due date/time (Self-declaration required).

37. **Applicability of Integrity Pact (IP) & Independent External Monitor (IEM):** IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of

Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. This tender shall be monitored by an IEM. Please refer Section-8 of the Integrity Pact(IP) for Role and Responsibilities of Independent External Monitor (IEMs). In case of any complaint arising out of the tendering processes, the matter may be referred to the IEM mentioned below. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. No routine correspondence shall be addressed to the IEM(Phone/email/post) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

Details of IEM of this tender is as below:

Name: Dr. Sarat Kumar Acharya Ex: CMD, NLC Email: iem1@bhel.in

Name: Shri R. Mukundan, IRPS (Retd.) Email: iem2@bhel.in

Name: Shri Madan Lal Meena, IAS (Retd.) Email: iem3@bhel.in

Bidder will attach sign and stamped copy of attached format of Integrity Pact otherwise Offer of the liable for rejection

38. **Sub: Conflict of Interest among Bidders/ Agents:**

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

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer

(OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitab1e action shall be taken by BHEL as per extant policies/ guidelines.

39. **Conditions for rejection of offers:**

Following is the list of situations which would lead to rejection of offer/offers. This list is not exhaustive but only indicative. BHEL reserve the right to reject one or all offers without assigning any reason thereof. The decision of BHEL will be final in this regard.

a. If the offer fails to meet the technical requirements/specifications of the tendered item/s.

b. If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, conciliation clause etc., including the loading factors specified in the tender.

c. If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.

d. If any of the conditions listed above are applicable to the bidder, the offer is liable to be rejected:

40. **NON-DISCLOSURE AGREEMENT:**

All Drawing and Technical Documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

41. Online Invoice Uploading by suppliers / contractors on BHEL Suvidha Portal:

"For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. The Invoice will not be accepted in absence of the above."

42. 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:

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

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

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

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

44. Consequential Loss:

"Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."

45. ORDER OF PRECEDENCE:

In case of any contradiction in tender documents, the order of precedence shall be as below:

a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
b. SCC
c. NIT.

46. Bidders to submit signed and sealed copy of all attached NIT documents and Standards as a proof of acceptance.

(BHEL RUDRAPUR)

Commercial (Tax) Sheet

(To be filled by the BIDDER and send along with Techno-Commercial (unpriced) Bid Document)

NIT No. 202600041, FRAMEWORK AGREEMENT (FA) FOR 1 YEAR OF SILVER PLATING OF 5 MICRON ON ALUMINIUM AND COPPER CONDUCTOR/PALM/BLANKINGPLATE/SPLICEPLATES/FLAT/FLEXIBLES/CONDUCTORS/BARS INCLUING, HANDLING POLISHING, BUFFING ON ITEMS ON F.O.R BHEL RUDRAPUR BASIS

Name of Bidder…………………………

Sl. No.	MAT CODE	ITEM	QTY (SQCM)	APPLICABLE GST PERECENTAGE (%)
1	RW2202200061	SILVER PLATING OF 5 MICRON ON AL& CU SPLICE PLATES/FLAT/FLEXIBLE/CONDUCTORS/BARS INCLUDINGHANDLING, POLISHING, BUFFING ON ITEMS ON F.O.R. BHEL RDR BASIS (JOBS SHALL BE LIFTED FROMBHEL-RDR AND SHALL BE DELIVERED BACK TOBHEL-RDP) PRODUCT STD:SG15600 R04	**30,00,000**	
2	RW2202200045	SILVER PLATING OF 5 MICRON ON AL & CUCONDUCTOR/PALM/BLANKING PLATE INCLUDINGHANDLING, POLISHING, BUFFING ON ITEMS ONF.O.R. BHEL RUDRAPUR BASIS. PRODUCTSTD:SG15600 (WEIGHT OF ITEM SHALL BE UPTO 100KG), Spec No: SG14610	**5,00,000**	
2	RW2202200053	SILVER PLATING OF 5 MICRON ON AL & CUCONDUCTOR/PALM/BLANKING PLATE INCLUDINGHANDLING, POLISHING, BUFFING ON ITEMS ONF.O.R. BHEL RUDRAPUR BASIS. PRODUCTSTD:SG15600 (WEIGHT OF ITEM SHALL BE MORE THAN 100KG)	**5,00,000**	

Note: - Do not mention price of item in this sheet else offer will be rejected summarily.

Sign & Seal of Bidder

Deviation Sheet

(To be filled by the BIDDER on their letter head and send along with their Techno-Commercial (unpriced) Bid Document)

NIT No. 202600041, FRAMEWORK AGREEMENT (FA) FOR 1 YEAR OF SILVER PLATING OF 5 MICRON ON ALUMINIUM AND COPPER CONDUCTOR/PALM/BLANKINGPLATE/SPLICEPLATES/FLAT/FLEXIBLES/CONDUCTORS/BARS INCLUING, HANDLING POLISHING, BUFFING ON ITEMS ON F.O.R BHEL RUDRAPUR BASIS

Name of Bidder…………………………..

Any deviation/variation offered against the terms & conditions of the tender must be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this sheet.

Sl. No.	Deviation offered to Document/ Clause no. of the tender document.	Deviation Offered
1		
2		
3		
4		
5		
6		

Note: -

- Deviations mentioned elsewhere in the offer shall not be taken cognizance by BHEL and any such deviations if indicated elsewhere other than this sheet will not be considered valid.
- All other clauses of the COMMERCIAL/TECHNICAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the Bidder.
- BHEL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.

Validate Print Help

Item Wise BoQ

Tender Inviting Authority: AGM MM

Name of Work:Name of Work: FRAMEWORK AGREEMENT (FA) FOR 1 YEAR OF SILVER PLATING OF 5 MICRON ON ALUMINIUM AND COPPER CONDUCTOR/PALM/BLANKINGPLATE/SPLICE PLATES/FLAT/FLEXIBLES/CONDUCTORS/BARS INCLUING, HANDLING POLISHING, BUFFING ON ITEMS ON F.O.R BHEL RUDRAPUR BASIS

Contract No: 202600041

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE without tax (Per SC) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words (Wihout Taxes)
1	SILVER PLATING						
1.01	SILVER PLATING OF 5 MICRON ON AL& CU SPLICE PLATES/FLAT/FLEXIBLE/CONDUCTORS/BARS INCLUDINGHANDLING, POLISHING, BUFFING ON ITEMS ON F.O.R. BHEL RDR BASIS (JOBS SHALL BE LIFTED FROMBHEL-RDR AND SHALL BE DELIVERED BACK TOBHEL-RDP) PRODUCT STD:SG15600 R04	RW2202200061	3000000.00	Sq. Cm.		0.00	INR Zero Only
1.02	SILVER PLATING OF 5 MICRON ON AL & CUCONDUCTOR/PALM/BLANKING PLATE INCLUDINGHANDLING, POLISHING, BUFFING ON ITEMS ONF.O.R. BHEL RUDRAPUR BASIS. PRODUCTSTD:SG15600 (WEIGHT OF ITEM SHALL BE UPTO 100KG), Spec No: SG14610	RW2202200045	500000.00	Sq. Cm.		0.00	INR Zero Only
1.03	SILVER PLATING OF 5 MICRON ON AL & CUCONDUCTOR/PALM/BLANKING PLATE INCLUDINGHANDLING, POLISHING, BUFFING ON ITEMS ONF.O.R. BHEL RUDRAPUR BASIS. PRODUCTSTD:SG15600 (WEIGHT OF ITEM SHALL BE MORE THAN 100KG)	RW2202200053	500000.00	Sq. Cm.		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only						

DO NOT QUOTE HERE

This sheet is attached only refrene of NIC site Price Bid Formate.

Annexure-1

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 Frame work Aggreement of 1 year for Silver Plating of 5 Micron on Al. & Cu Conductor and other items FOR BHEL Rudrapur. ________ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

OTE 202600041

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 Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

OTE-202600041

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

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

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

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

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

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

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

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

8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

OTE-20260041

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

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

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

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

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

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

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

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

OTE- 20260041

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

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

अशरफ रहमान इदरीसी / Ashraf Rahman Idrisi
वरि. प्रबन्धक (एम.एम.) / Sr. Manager (M.M.)
बी.एच.ई.एल.सी.एफ.पी., रुद्रपुर/B.H.E.L.C.F.P., Rudrapur
उत्तराखंड / Uttarakhand-263153

For & On behalf of the Principal (Office Seal)	For & On behalf of the Bidder/ Contractor (Office Seal)
Place Rudrapur Date 17/07/26	
Witness: Vipul 20/07/26	Witness:
(Name & Address) VIPUL KUMAR (ENGR/MM) BHEL RUDRAPUR	(Name & Address)

Annexure-2

Clause on IP in the tender

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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

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

Note:

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

Details of contact person(s):

(1)
Name: ASHRAF RAHMAN IDRISI
Deptt: MM DEPT
Address: BHEL RUDRAPUR
Phone: (Landline/ Mobile)
9758086602
Email: ar.idrisi@bhel.in
Fax:

(2)
Name: VIPUL KUMAR
Deptt: MM DEPT.
Address: BHEL Rudrapur
Phone: (Landline/ Mobile)
8979777700
Email: vipul@bhel.in
Fax:

GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

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

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.

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.

---xxx---

Guidelines for Reverse Auction – 2024

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

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, 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.

Business Rules for Reverse Auction

Annexure – I

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.

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

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 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.

Letter head of Company (<Rs. 10 Cr value)

Ref.. Date.............................

To,
Bharat Heavy Electricals Limited,
Kichha Bypass, Rudrapur,
Udhamsingh Nagar, Uttarakhand-263153

Subject: - Certification regarding local content

Reference: Tender Enquiry No-..
Tender Description: ....

Dear Sir,
I ....(Authorized signatory for M/s...) a 'Class-I Local Supplier'/'Class-II Local Supplier' (Tick the appropriate option & cut the other one) at the time of tender, bidding, or solicitation hereby confirm that items offered by us of ....(tender/item name)....................for...............(Project Name/Rate contract)............. meets the requirement of minimum local content in line with Cl. No.......... of NIT No.................. dated............... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020.

We further confirms that details of location at which the local value addition is made will be our registered works at ....(address of the works)

For M/s ....

Authorized & competent Signatory
(with company seal & Name)