



DOC. NO.: CO: UPC: MM: FA26: NIT: Rev 00 Dated 29/09/2026

NOTICE INVITING TENDER

TENDER NO.: BHEL/CO/UPC/FA/2026

WORK DESCRIPTION:

Finalization of Service Provider for entering into Framework Agreement with BHEL for 'Disposal of Scrap & other Surplus Material through forward e-auction" across all BHEL Units /Regions/Divisions/Project Sites for Two Years.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली - 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

NOTICE INVITING TENDER

Sealed Offers in two-part bid system are invited through GePNIC portal (www.eprocurebhel.co.in) from experienced bidders (who are meeting PRE-QUALIFICATION CRITERIA as per point Annexure-I of NIT) for the subject work by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

Following points relevant to the tender may please be noted and complied with.

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/CO/UPC/FA/2026 Dated- 29-09-2026
ii	NAME OF WORK	Service Contract to finalize forward e-auction Service Provider for entering into framework agreement with BHEL for disposal of scrap & other surplus material across all BHEL Units /Regions/Divisions/Project sites.
iii	DETAILS OF TENDER DOCUMENT	
a.	Part – I: Techno-Commercial Bid	A. Pre-Qualifying requirement for the contract as per Annexure-I B. Scope of work and technical terms & conditions C. General terms & conditions of the contract D. Special terms & conditions of the contract E. Annexures- II - NO DEVIATION F. Integrity Pact: Annexure-III
b.	Part – II : Price Bid	BOQ /Price bid format as per Excel BOQ on NIC Portal
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL eProcurement portal: (https://eprocurebhel.co.in) till due date of submission: Start: 29/09/2026, Time: 17:00 Hrs Closes: 12/10/2026, Time: 13:00 Hrs. Brief information of the tenders shall also be available at BHEL website (www.bhel.com)
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 12/10/2026, Time: 15:00 HRS Offer submission on: GePNIC portal of BHEL: www.eprocurebhel.co.in
vi	Date of Opening of Techno-Commercial Bid	At due date/ time Date: 12/10/2025, Time: 17:00 HRS Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may witness the opening of tender through e-Procurement portal only.

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vii	Date of Price Bid Opening	Will be intimated via NIC e-Proc Portal after Techno-Commercial evaluation to the Techno-commercial qualified bidders.
viii	TENDER FEE (Non-refundable)	Not Applicable
viii	EMD for the Tender	Not Applicable
ix	SD (Security Deposit) for the Tender	Not Applicable
x	LD/Penalty	Not Applicable
xi	LAST DATE FOR SEEKING CLARIFICATIONS	At least 2-3 days before bid submission due date, at the contact address/email/phone no. given below: - Name: N C Sharma Designation: Sr. Manager Deptt: UPC/CO/BHEL Noida Phone: (Landline/Mobile) – 9911170053 Email: ncsharma@bhel.in
xi.	TYPES OF CONTRACT	SERVICES
xii.	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications --> View Corrigendums), BHEL eProcurement portal (https://eprocurebhel.co.in) and not in the newspapers. Bidders to keep themselves updated with all such information.

CHECK - LIST FOR BIDDERS
(Pls ensure all information is filled up)

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details : Landline /Mobile number:.	
5.	E-mail Address for communication w.r.t tender / award of work.	
6.	Name and contact details of person for communication related to Tender	
7.	BHEL SERVICE PROVIDER Code (If any)	
8.	Part-I bid: Submission of signed and stamped documents of A. Pre-qualifying criteria for the contract with Annexure-I (as applicable) B. Scope of work and technical terms & conditions C. General terms & conditions of the contract D. Special terms & conditions of the contract E. Annexures- II - NO DEVIATION	Please Tick as applicable; ☐ Yes / No ☐ Yes / No ☐ Yes / No ☐ Yes / No ☐ Yes / No
9.	Integrity Pact- Annexure-III, duly signed submitted	☐ Yes / ☐ No
10.	Statutory Tax Compliances as applicable in case of e-Auction (Forward) service provider submitted	☐ Yes / ☐ No
11.	Annexure-IV -Part – II: Price Bid submitted as per BOQ format on GePNIC portal.	☐ Yes / ☐ No

Yours Sincerely,
Signature of the Bidder with Date & Seal

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A. PRE-QUALIFICATION REQUIREMENT (PQR) FOR FINALISATION OF FA (FRAMEWORK AGREEMENT) FOR CONDUCTING FORWARD E-AUCTION: shall be as Annexure-I.

i. Purpose & Scope

This document defines the Pre-Qualification Requirement (PQR) to be fulfilled by Forward e-Auction Service Providers for conducting e-Auctions in BHEL. The evaluation follows a two-parts process:

1. Part 1 – **Technical / PQR Evaluation:** Bidders to submit techno-Commercial offer and supporting documents against the PQR criteria & other tender requirements.
2. Part 2 – **Price Bid:** Price bids will be opened of the Techno-commercially qualified bidders. Bids of bidders who do not qualify in Technical / PQR Evaluation, their bids shall be rejected & price bids of such bidders shall not be opened.

BHEL may finalise FA with a maximum of two (2) STQC-certified service providers pursuant to the applicable NIT conditions.

B. SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**BILL OF QUANTITY**

SL NO	Description of Work and its Scope	UOM	Tentative Business Volume for (02) Two Year
1	WORKS CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS ACROSS ALL BHEL UNITS/ REGIONS/ DIVISIONS/OFFICES/ PROJECT SITES.	Sale Value (Rs.)	Rs 600.00 Cr.

SCOPE OF WORK

Scope of work is AWARD OF CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF ALL SURPLUS, CONDEMNED/SCRAP/OBSOLETE MATERIALS AND SECONDARY ARISING (FERROUS AND NON-FERROUS) AS WELL AS EQUIPMENT'S, PLANT, MACHINERIES AND MISC. ARTICLES ETC. AT BHEL UNITS/REGIONS/SITES/DIVISIONS.

1.0 THE SCOPE OF WORK IS DESCRIBED AS UNDER:

- 1.1 SERVICE PROVIDER shall act as Selling Agency for and on behalf of BHEL for disposal of all items as may be asked to dispose-off by BHEL in the home/ indigenous market by way of E-auction by Service Provider in consultation with and approval of Respective BHEL Units/ Regions/ Divisions/office/Project sites.
- 1.2 SERVICE PROVIDER shall act as Selling Agency for dispose-off all types of scraps and other rejected condemned / obsolete materials / secondary arising (ferrous and non-ferrous) as well as surplus stores, misc. articles, obsolete items etc. in addition to the above, any other items may be added by Respective BHEL Units/ Regions/ Divisions/office/Project sites.
- 1.3 SERVICE PROVIDER shall follow the prevailing rules/ regulations/ guidelines/ statutory requirements as stipulated by various government and other statutory authorities from time to time for disposal of hazardous material and e-waste.
Feature for in-built check on CPCB (Central Pollution Control Board) authorized buyers for participation in e-auction sale in case of Hazardous items.
- 1.4 **The Service Provider shall not charge any registration fee from bidders who wish to participate in the forward auctions conducted on behalf of BHEL.**
- 1.5 The Service Provider shall not claim any service charge from the Principal under this contract. The Principal shall not be liable to pay any other direct/indirect charges to the Service Provider.
- 1.6 However, transaction charges on basic material value (excluding taxes & duties) as mentioned in sale order may be collected by the service provider from the successful bidder/buyer along with applicable taxes. The transaction fee will be non-refundable, in case of variation within $\pm 20\%$ of the Sale Order value, service provider shall not charge / refund the equivalent service charge.

- 1.7 Transaction fees will be calculated on basic sale value of the material excluding taxes / duties.
- 1.8 **For successful H1 bidder**, EMD of H1 successful bidder shall be sent to BHEL, within 1 working day from the date of issue of sale intimation letter. Service Provider will issue Sale Order within 1-2 working days after receipt of Security Deposit (as applicable). For all other unsuccessful bidders, EMD shall be refunded within next working day of auction completion.

However, **Service Provider** shall collect the service charge/transaction fee (applicable taxes extra) from buyer **after issuance of Sale Order**, but before lifting of material.

- 1.9 Service provider shall advise the buyer to pay amount of sale proceeds along with GST, TCS and any other taxes & duties as applicable, to the principal directly.

2.0 NATURE & SCOPE OF SERVICE AND RESPONSIBILITY OF SERVICE PROVIDER:

- 2.1 The Service Provider shall conduct e-auction by themselves and in no case the appointment of any dealer/trader/auctioneer for the purpose will be considered.
- 2.2 The Service Provider shall provide monthly Market report on Items proposed for auction, before publishing of auction event.
- 2.3 Respective BHEL unit/officers will provide the list of the disposal of scrap items along with quantity, EMD details to e-Auction service provider for conducting the Forward e-auction. Reserve Price (masked), % STA (masked), Opening Price and bid increment must be fixed and entered by the Principal (with its user id & Password) in the website, which will be accessible by the designated/authorized officer of the Principal only, and none else, for the disposable /price discovery of the materials. In case the Reserve price, %STA, Opening Price & bid increment are not entered by the principal prior to commencement of the e-Auction, the lots for which the reserve prices have not been entered shall stand automatically withdrawn by the system.
- 2.4 The Service Provider shall arrange disposal / price discovery of the materials through e-auction via their website <https://----->, which is STQC certified e-Auction portal.
- 2.5 SERVICE PROVIDER shall at its own costs and expenses, prepare the list of lots category-wise in consultation with BHEL and arrange to invite tender/ e-auction of the lots as the case may be.
- 2.6 Since e-Auction, is a web-based system, all publicity for the e-selling will be made by the Service Provider through their website and other internet & social media tools and no press advertisement will be required
Service Provider shall do Buyer Outreach via social media advertisement (X, Facebook, Instagram, LinkedIn), campaigns, ads etc. for max. buyer participation & concentration/onboarding of buyers on their portal. Buyer outreach as this will increase the competition.
Once auction is floated, intimation needs to be sent to all prospective buyers through mail also with CC to principle immediately, including reminders for active participation in the auction.
- 2.7 SERVICE PROVIDER shall itself and not through any of its Dealer/ Trader/ Auctioneer arrange/ conduct sale/ dispose off the materials.

- 2.8** SERVICE PROVIDER shall, after scrutinizing the tender etc., forward its final recommendations together with comments based on the market intelligence to BHEL for approval of the tender with regard to the rates/ prices of materials. In auction, BHEL's authorized representative shall have absolute right to approve or reject the final bid.
- 2.9** On the close of any e-auction, PRINCIPAL will receive a system generated Email indicating the status of the Auction which will inter alia include Sold Lots, Subject To Approval (STA) lots and also lots not sold (Rejected) with highest bid received for PRINCIPAL's record including details of all relevant auction reports with the bid history of all bidders IP address & contact details of all buyers etc.) for ready reference to BHEL. The PRINCIPAL shall have the option to visit the website in order to obtain a full report of any particular auction, which will normally depict the replica of the Bid Sheet of a particular auction.
- 2.10** Service providers shall inform the BHEL immediately, in case multiple bidders found participating in the auction event using a same IP address, accordingly BHEL will decide whether "remove all such bidders from the auction event" or "go ahead with such bidders for the auction event" or "cancel/hold the event".
- 2.11** The Service Provider shall issue Sale intimation Letter after getting acceptance from principle to the successful bidders/ buyers/customers on behalf of the Principal through the system for the approved lots. Service Provider will issue Sale Order within 1-2 working days on confirmation from the principal on receipt of Security Deposit (as applicable) to principal.
- 2.12** Respective Service provider shall collect pre-bid Earnest Money Deposit (EMD) prior to conducting the e-auction. The Service Provider must ensure that the system includes an auto-activation facility, enabling participation of buyers who have submitted the pre-bid EMD. The Service provider shall auto-refund the pre-bid EMD to all unsuccessful bidders within 1 working day after auction completion.
- 2.13** Service Provider shall be responsible for online transfer of EMD of H1 buyer (emerges after conducting e-auction) to the BHEL designated a/c within one working day. Service Provider shall also ask successful bidder to pay SD (security deposit) as applicable & rest of the Auction money to respective BHEL Unit directly, before lifting of the designated Scrap/Surplus item.
- 2.14** Service Provider will issue System generated Sale Intimation Letter to successful buyer only after consultation with BHEL.
- 2.15** On production of the copy of Sale Order along with the sale value, GST on material, TDS/TCS if any, any other taxes & duties as applicable and submission of the required security deposit (as applicable), the Principal will enable lifting of the auctioned materials by the buyer.
- 2.16** The Service Provider shall ensure follow-up for lifting of material in time bound manner, on behalf of the Principal.
- 2.17** SERVICE PROVIDER shall directly deal and settle all claims and complaints with the successful buyers arising out of Sales Order issued for omission or commission of SERVICE PROVIDER. But complaints if any, on delayed delivery or other points related to BHEL, the matter will be referred to BHEL for suitable disposal, apart from refund of scrap material value, if any, for non-delivery of goods shall also be made by BHEL.
- 2.18** Interaction with various units/ regions/ offices of BHEL for obtaining statement of the scrap and/ or other surplus material available for disposal shall be the responsibility of SERVICE PROVIDER.
- 2.19** The Service Provider shall make the Bid Sheet available to PRINCIPAL in their Seller login, after close of the e auction. All such lots for which the highest bid received, is equal to or more than the reserve price shall be auto sold, however approval from principle is required before issuance of Sale Intimation Letter to H1 buyer. For the remaining lots with status as STA or below STA, PRINCIPAL shall take its own decisions for final approval or otherwise. Service

Provider will not have access to the Reserve price & %STA entered, hence the approval/rejection of the lots would be done automatically by the portal as per the reserve price & %STA as entered by PRINCIPAL. The Service Provider shall provide market intelligence and may also make available the rates received for similar items in e-auctions conducted for other sellers.

- 2.20 Auto-Bid Feature:** The auction portal should include an Auto-Bid functionality to support buyers who have limited time and also have constraints in participating in the auction. This feature will allow buyers to set their maximum bid in advance, enabling the system to place incremental bids automatically on their behalf. The service provider shall ensure adequate guidance and support to buyers for effective understanding and use of this feature.
- 2.21** Provision to download the **system generated excel report at central level**, as per BHEL format, from the portal upon completion of auction events. Online provision should also be there to retrieve Sale Intimation letter or Sale Order from the online system as and when required.
- 2.22** Provision for User Dashboard for providing data in the manner required by BHEL, based on the auctions executed.
- 2.23** Provision for the following:
- System-generated milestone alerts for EMD, SD, Transaction Fee, Sale Order/Delivery Order.
 - System-generated email on auction close (sold, STA, rejected lots with H1 bids).
 - Support & Helpdesk Infrastructure to reply the ticket within 24 hour after raising the incident.

2.24 Taxes & Duties:

The Service Provider shall comply with all applicable taxes, duties, cess, and levies — including GST (on services), Income Tax (TDS), and any other statutory levy — in force, in accordance with the extant guidelines issued by the Government of India from time to time. BHEL shall not be liable for any penalty, interest, or loss arising from non-compliance by the Service Provider.

Service provider shall direct buyer to deposit sale proceeds along with GST, TCS and any other taxes & duties as applicable in the BHEL account.

3.0 NATURE & SCOPE OF RESPONSIBILITY OF BHEL:

- 3.1** The Principal (BHEL) shall provide the Service Provider with the list of materials with detailed specifications and descriptions, locations, quantity, quality, and special remarks or any sort of restriction, if any, for disposal / Price Discovery. The Principal shall not amend/alter or modify the quantity of the lot after the auction is declared open and live.
- 3.2** The Principal shall cause to effect deliveries to the buyers/customers as per Sale Orders issued by the Service Provider and as per directions given by the Principal from time to time. Any disputes arising while effecting deliveries to successful bidders/buyers, over which the Service Provider has no control, shall be dealt with by the Principal.
- 3.3** The Principal shall be responsible for raising sales invoices as per the terms and Sale Orders issued by the Service Provider.
- 3.4** The Principal may monitor the auction and will be able to view the bid history, etc., during the continuation of the E-auction.

- 3.5** The Principal will indicate rate of GST for each lot while forwarding the list of material to the Service Provider.
- 3.6** The Principal will inform the service provider to start the forward auction on basic material value (excluding taxes & duties).

4.0 DISPOSAL OPERATION:

- 4.1** The frequency of disposal shall be decided by Respective BHEL Units/ Regions/ Divisions/Offices / Project sites in consultation with SERVICE PROVIDER in such a way so as to avoid accumulation of the materials at Scrap Yards/Stores/Project sites.
- 4.2** Broadly the time frame for tender/auction shall be as under:

SL NO	Activity	Time Frame
i)	Issue of advertisement by SERVICE PROVIDER	Within 3 days from the date of receipt of final communication from the Respective BHEL Units/ Regions/ Divisions/Offices/Project sites for the particular disposal action.
ii)	Due date of E-Auction	Within 10 days from the date of advertisement or as specified by the principal.
iii)	Issue of Sale Intimation Letter by Service Provider	Within 1 working day after finalization of E-auction and completion of formalities as per auction, in consultation with designated BHEL officials.
iv)	Pre-Bid EMD Transfer of H1 bidder to BHEL	Within 1 working day from the date of issue of sale intimation letter.
v)	Issue of Sale Order by Service Provider	Within 1-2 working days after receipt of Security Deposit (as applicable) on confirmation from the Principal.
vi)	Lifting & clearance of goods	As per terms and conditions of Sale order.

Note: Service provider shall ensure correctness of the required statutory docs (eg. PCB compliances for e-waste etc.) as per extant guidelines of Govt./BHEL.

- 4.3** SERVICE PROVIDER shall inform respective BHEL Units/ Regions/ Divisions/Offices/Project sites about the date and time of the E-Auction/Event with a facility to view the event on-line.

5.0 LIST of MAJOR BHEL UNITS FOR WHICH SERVICES ARE TO BE PROVIDED AS PER SCOPE OF WORK:

SI No	BHEL MUs / Location	SI No	BHEL MUs / Location
1	HPBP, PPPU Trichy	11	TP-Jhansi
2	EDN (incl EMRP), SBD, ISG - BENGALURU	12	Spares and Services Business Group (SSBG)
3	BAP-Ranipet	13	FSIP Jagdishpur

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4	HEP- Bhopal	14	CFP-Rudrapur
5	PEM-Noida	15	CFFP Haridwar
6	HEEP –Haridwar	16	IVP, GOINDWAL
7	HPEP, PE&SD, Corp. R&D - Hyderabad	17	HPVP Vizag
8	HERP Varanasi	18	CORP R&D Hyderabad
9	Regional Operation Divisions (RODs) across PAN India	19	Regions - (North Region, East Region, West Region and South Region and their project sites situated across India.
10	TBG		

C. GENERAL TERMS & CONDITIONS FOR THE CONTRACTS

1.1 PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a Service Provider as a Class I local Service Provider / Class II local Service Provider / Non-Local Service Provider and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

1.2 LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Indian Laws for time being in force.

i. Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

ii. No BHEL employee and their dependents are eligible to submit their offer against this tender.

iii. The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court of law located at **place of respective Unit/Division/office/Region/Project sites** on behalf of which service provider will perform in regard to all matters in respect of the Contract.

1.3 Termination/Short-Closure of Contract:

BHEL reserves the right to terminate/short close the Contract, without giving any reason whatsoever, at any stage during the currency of the Contract based on the:

➤ Non-performance/non-compliance wrt scope & disposal timelines as stipulated in the contract”

or

➤ “in case Avg. Reserve Price hit rate is less than 50% in any Quarter of respective Financial year”. Auction monitoring shall be done through BHEL’s SAMPADA portal.

or

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- “Avg. Buyer Participation for auctions conducted is less than 4 bidders in any Quarter of respective Financial year”. Auction monitoring shall be done through BHEL’s SAMPADA portal.
or
- for any other reason, by giving 30 days’ notice in writing.

1.4 FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the contract, neither BHEL nor the Service Provider shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' condition which directly affects/impairs the obligations to be performed by BHEL or the contractor. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, pandemic, epidemics, quarantine restrictions, floods, earthquake, volcano, storm, cyclone, hurricane, or acts of God, restrictions by Govt. authorities over which the BHEL or the contractor has no control.

The Service Provider shall keep record of the circumstances referred to above which are responsible for causing delays in the completion of work and bring these to the notice of the BHEL Nodal Officer/Nodal Agency for this work

The Service Provider party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution.

Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall targets/schedule/event completion and make alternative arrangements and in such event Service Provider will be bound to pay all the expenses and other charges, moneys, etc. recovered from the bidders to BHEL forthwith without demur.

1.5 ARBITRATION & CONCILIATION:

THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

ARBITRATION : Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, 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 either party may, by a notice in writing to the other part refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division /office issuing the contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **place of respective Unit/Division/office/Project sites on behalf of which service provider.**

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the court at the **place of respective Unit/Division/office/Project sites on behalf of which service provider** shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of it has obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either part in terms of this contract.

1.6 JURISDICTION: The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at the **place of respective Unit/Division/Regions/Offices/Project sites on behalf of which service provider** will perform in regard to all matters in respect of the Contract.

1.7 CONTRACT AGREEMENT & SIGNING OF CONTRACT: Each contract document shall be signed by the Contractor with his specimen signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company

shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract. Contract agreement shall be executed on a non-judicial stamp paper as per applicable provisions and costs of the same shall be borne by Contractor/Service provider.

1.8 FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ 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 fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions /offices/intranet.

1.9 SECRECY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

1.10 Handling of suits:

Since M/s ----- (Service Provider) will act solely as the E-Selling Agent/Service Provider to the Principal, who is the legal Owner/Seller of the materials, any litigation or arbitration arising purely out of BHEL's actions or contractual obligations shall be the sole responsibility of BHEL. In the event that M/s ----- (Service Provider) is named in any legal proceedings, it shall have the right to review and respond independently.

However, in cases where the dispute arises due to any act, omission, or issue attributable to M/s ----- (Service Provider), the Service Provider shall be responsible for presenting its position and cooperating fully in the proceedings. If such disputes are proven to be caused solely due to the fault of M/s (Service Provider), the responsibility, including legal and financial consequences, shall rest with the Service Provider. Further, in case arbitration is invoked by any buyer or customer under the terms of the relevant Tender/Auction/e-Auction, it shall be

the responsibility of the competent authority of the Principal (BHEL) to appoint the Sole Arbitrator in accordance with the applicable provisions.

D. SPECIAL TERMS & CONDITIONS OF THE CONTRACT.

1.1 PARTICIPATION.

1.1.1 The Service Provider who have been suspended or black listed or issued any as on date of opening of Techno commercial bid of this tender by BHEL, will not be allowed to participate in the tender.

1.1.2 Other than the Service Provider None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

1.1.3 The Service Provider should declare the same in the tender. Even during the course of evaluation / finalization of tender if it is found that some of the Service Provider are not fulfilling the above clauses, BHEL will not consider them for further participation in the tender.

1.2 EVALUATION CRITERIA:

1.2.1 Technical bid of tenderer will be evaluated based on the Pre- Qualification Criteria on the basis of supporting documents.

1.2.2 Price Bid of only those tenderers will be opened who are found to meet the Pre-Qualification Criteria as per tender. Price bids will be opened with prior information to the eligible Service Provider to facilitate the presence of the Service Providers or their authorized representatives to witness the Price Bid opening.

1.3 METHOD OF EVALUATION OF PRICES (Priority / Ranking) and CRITERIA FOR AWARD OF WORK:- The evaluation of offer for award of work shall be on the basis of “**Lowest Transaction Fee**” quoted.

1.4 CONTRACT PERIOD & PLACE OF WORK :-

1.4.1 Duration of contract shall be **02 Years from Date of work order/Letter of Award**. However, the validity of contract may be extended for further time period on same terms and conditions of the contract based on satisfactory performance.

1.4.2 The system shall be operationalized to start E-Auction Portal within 15 days from the date of Acceptance of work order/Letter of Award.

The above period is inclusive of demo, training and customization.

The work shall be carried out for all BHEL Units/ Regions/ Divisions/Offices/Project.

1.5 TERMS FOR PRICE BID & RATE BASIS

1.5.1 Price bid is to be submitted on NIC e-procurement portal.

1.5.2 The period of the contract can be extended if required by BHEL and agreed by contractor.

1.5.3 The rate quoted (% service charge from buyer) above shall be firm and final (excluding GST) and valid throughout the entire Contract period (including extended period on mutual acceptance, if any). No extra payments like escalation, overtime, waiting charges, etc., shall be admissible/reimbursable to Bidder/Contractor/Service Provider by BHEL on any account. Any increase of DA/ wages to the contract labour shall be absorbed by the Bidder/Contractor/Service Provider.

1.6 In case of tie, course of action to be taken: “In the course of evaluation, if more than one bidder happens to occupy L-1 status, Effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly.

Further, In case more than one bidder happens to occupy the L-2 & so on..., the L-2 & so on... bidder shall be decided by a toss / draw of lots. BHEL's decision in such situations shall be final and binding.”

1.7 VALIDITY OF OFFER

The rates in the tender and the offer shall be kept valid for acceptance for a period of upto 90 days from due date of offer submission (including extension, if any).

In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.8 BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

1.9 If the tender(s) is published on the last day of the contract period, the service provider shall continue the support till the completion of the said tender(s) through its portal

1.10 REVERSE AUCTION: - Not applicable for this tender.

1.11 Bidders shall submit Integrity Pact Agreement (copy attached) (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.

“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. No.	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 any of the above IEM(s). 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 as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above.

1.12 Modalities for Award:

i. Initial Allocation to L-1

– L-1 bidder shall be awarded **60% of the Business volume** at the lowest transaction charges (Distribution of Units/Regions/Divisions shall be at discretion of BHEL).

ii. Counter-Offer to Other Bidders

– The L-1 rate shall be offered, in descending price-competitiveness order (L-2, L-3, ...), for **40%** of the business volume, who accepts the L-1 rate, will be awarded balance **40%** volume.

iii. Fallback Scenarios

• **No Counter-Offer Acceptance:**

If no other bidder accepts the L-1 rate, **100%** of the volume will be awarded to the L-1 bidder.

1.13 MICRO & SMALL-SCALE ENTERPRISES (MSE):

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	Udyam Registration Certificate No.	Validity
Micro		

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India, Website: www.bhel.com

Small		
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NOTE: - *If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.*

- MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.
- For this procurement, purchase preference to MSE shall be in line with Office Order No. F. No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

1.14 START-UP COMPANIES:

- Start-up companies will be provided benefits and relaxation as per the latest Government Of India Guidelines. For availing start-up benefits, relevant certificates issued by DPIIT, shall be submitted along with the tender.

1.15 ORDER OF PRECEDENCE

In case of contradiction between Special Conditions of Contract, Scope of Work, Specifications and Schedule of Rates, the following shall prevail in order of precedence:

- i) Detailed Letter of Award along with Statement of Agreed Variations, if any and its enclosures such as Schedule of Rates etc.
- ii) Scope / Specifications
- iii) Special Conditions of Contract
- iv) General Conditions of Contract

In case of any conflict between the General Terms & Conditions of Contract and Special Terms & Conditions of Contract, provisions contained in the Special Terms & Conditions of Contract shall prevail.

ANNEXURE-I

We confirm that (contractor) M/S.....has completed work relating to **SERVICE PROVIDER FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS** for M/S..... vide Work Order No..... dated.....and completion/experience certificate Ref..... dated.....We also confirm that (contractor) M/S..... has received payment against the above WO and the same is recorded in book of accounts.

Date _____

Sign & Seal of CA

(Membership No.)

UDIN No.

If any of the information given in tender to qualify, found incorrect or false then BHEL may out rightly reject this offer and may also consider debarring us from participation in subsequent tenders.

Date : _____

Signature & Seal of Bidder

Contractor's Name :

Address :

Phone No. :

Email

ANNEXURE-II**No Deviation Declaration**

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

I/We/M/s _____ have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation or pre-conditions what so ever.

1. I/ We/M/s unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I/We understand that in the event of imposing any condition in the technical / price bid, BHEL reserves the right to reject the tender.
2. I/ We/Ms confirm that have gone through the NIT, Instructions to tenderers, General terms & conditions, Statutory compliances and stipulations in detail and agree to comply with the requirements and intent of specification, without any deviation.
3. I /We/M/s hereby certify that all information and data furnished by me /us with regard to this Tender are true, complete and correct to the best of my/our knowledge. I/We also certify that no information with respect to this tender or any other material/relevant information impacting the Tender has been concealed or withheld by me/us.
4. I/ We/M/s confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. I /We also certify that I/We have not been barred/banned by any authority from participation in this Tender.
5. I/ We/M/s also declare that, we have not been banned, barred, suspended or black listed or issued with "Show Cause Notice" by BHEL, Bhopal or any other unit or any Govt Dept/ Govt Organisation/PSU's/Govt recognised bodies
6. I/ We/M/s confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
7. I/ We /M/s confirm that No Proxy Bidding shall be allowed in the Portal either by the Service Provider or the Buyer. Bids from the same IP address from different bidders shall not be permitted.
8. I/ We /M/s confirm that, after getting the order, Publicity shall be done by Service Provider as per clause 2.6 under Scope of work.
9. I/ We/M/s also declare that, we will furnish MIR sample format or agree for development of MIR as required by BHEL.
10. I/ We M/s confirm that, for disposal of hazardous waste, the system to allow only buyers who hold PCB Certificate to bid.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India, Website: www.bhel.com

11. I/ We /M/s confirm that Portal shall be available 24X7.
12. I / We/M/s confirm that no misstatement/concealment of any facts, submissions or documents has been made, which would have a bearing on the tender process.
13. I/We/M/s declare and confirm to provide end to end service as per scope of work specified and does not include Auction Engine Rental service.
14. I/ We /M/s confirm that if any of the statement / information furnished by us in this tender is found to be false/ fake/ concealed at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.
15. I/ We,/M/s further certify that I/ we/ am/ are the duly authorized representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Yours Sincerely,
Signature of the Bidder with date & Seal

ANNEXURE – III**INTEGRITY PACT****Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.–The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant 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

- 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.
- 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 Bharatiya Nyaya Sanhita (BNS)/ 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.
- 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.

For & On behalf of the Principal
(Office Seal)

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

Place _____

Date _____

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

ANNEXURE-IV**BOQ**

SL NO	Description of Work	Tentative Value of Business Volume (in Rs.) for two-year period for disposal of Scrap & Other Surplus items (A)	% Transaction Fee to be charged from H1 Buyer in FA (Excluding GST) (B)
1	WORKS CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS THROUGH FORWARD E-AUCTION ACROSS ALL BHEL UNITS/ REGIONS/ DIVISIONS/ PROJECT SITES	Rs. 600 Crores (Rupees SIX Hundred Crores only)	%

Note:

- The Tentative Business Volume mentioned above is indicative in nature and is subject to variation based on the actual scrap sales value.
- Bidders to submit Price Bid as per excel BOQ format on NIC e-procurement portal.

Yours Sincerely,
Signature of the Bidder with date & Seal

Annexure-1– PQR (Pre-Qualification Requirement)- FA (FRAMEWORK AGREEMENT) FOR CONDUCTING FORWARD E-AUCTION in BHEL.

S. No.	Criteria	Tender Requirement	Documentary proof
1 (a)	Financial Turnover: Average annual financial turnover in last three financial years ending 31/03/2026 (FY 23-24, 24-25, 25-26).	For Non-MSEs: Minimum 75 lakh For MSEs/ Start-ups: Minimum 53 lakh	Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.
1(b)	Networth: Positive networth in last financial years ending 31/03/2026.	 Positive networth in last financial years ending 31/03/2026.	In case of proprietorship and partnership where Audited Profit& Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/ Partner) date and place of signing.
2	Experience: The bidder should have successfully executed Forward e-auction contracts in Governments/PSUs Organizations/Listed Company during the last seven (7) years as on date of Part-I bid opening of this tender.	One (1) work order/contract: For Non-MSEs: with a total sales value not less than 144 Crore. For MSEs/ Start-ups: with a total sales value not less than 101 Crore. OR Two (2) work order/contracts: For Non-MSEs: with a total sales value not less than 90 Crore. For MSEs/ Start-ups: with a total sales value not less than 63 Crore. OR Three (3) work order/contracts: For Non-MSEs: with a total sales value not less than 72 Crore. For MSEs/ Start-ups: with a total sales value not less than 50 Crore.	a. Contract copy & Client-wise list of forward auctions conducted. and b. Completion / Performance certificates of executed contract from CPSEs/ Govt./Listed Companies
3	Compliances	(a) ISO 9001 (b) ISO/IEC 27001	(a). Valid Certificate from issuing authority (b). Valid Certificate from issuing authority
4	Data Centre and Disaster Recovery (DR) facility	i. The Data Centre and Disaster Recovery (DR) facility (DC/DR) of the Cloud Service Providers (CSPs) from where the services shall be provided must be located within India. ii. The Data Centre and Disaster Recovery (DR) facility of the Cloud Service Providers (CSPs) from where the services shall be provided must be MeitY empaneled.	i. Specify the DC/DR location ii. Should have valid empanelment and figure in Meity website of empaneled CSPs
5	STQC Certification (a valid STQC certification for the exact web address (URL/IP address) where BHEL auction will be held)	The e-Auction (forward) System (exact web address / URL /IP address) proposed to be used for BHEL auctions shall be a certified by STQC.	Valid STQC certificate or should figure in STQC website of “List of STQC Certified e-Auctions Systems” displaying validity date. Standardisation Testing and Quality Certification (STQC) Certificate must be valid for the propose Url/website on the date of bid submission and during Contract period, service provider to ensure continuity of STQC certification.
6	Platform Demonstration (To be checked through a mock auction by Committee on the STQC certified URL):		Demonstration on total platform capabilities including post auction functionalities like issuance of SO/DO etc. Bidder will be called in BHEL premises for mock auction to validate functionalities as mentioned at point 6 & MoM shall be signed by authorised signatory of the bidder & BHEL officials after demo.
i.	Feature for Reserve price (RP) entry, STA, start price (SP), increment value entry via secure BHEL user login, wherein RP & STA should be encrypted.		
ii	System interlocks to ensure that the forward auction does not start unless the above parameters at 6 (i) are entered.		
iii.	Feature for Automatic lot sold (H1 ≥ reserve price) & also feature for lot approval at BHEL user end after STA approval based on which lot will be declared as sold.		
iv.	Feature for Live auction monitoring — bid history, current H1 bid visibility, bidder count.		
v	Auto-bid feature functionality with capping.		
vi	Feature for auto-activation of buyer upon EMD submission.		
vii	Feature for Automated EMD refund to unsuccessful bidders		
viii	Feature for system generated Sale Acceptance Letter within 1 working day after finalization of E-auction and completion of formalities as per auction, in consultation with designated BHEL officials.		
ix	Feature for Sale Order (SO)/Delivery Order (DO) generation by service provider within 1-2 working days upon receipt of Material value, Balance Security Deposit (as applicable) & Transaction Charges.		

x	End to end Fund Settlement Module on the portal: All monetary transactions shall be through online mode only within 1-2 days.	
xi	Feature for auto-generation of Post-Auction Report on the same day after auction completion, which shall be made available on the portal itself against each respective auction events.	
xii	Feature of End to end auction process (i.e. from publishing till issue of Sale Order/Delivery Order) through online auction portal only.	
Note: Price Bids (Part-II) of only bidders shall be opened, who qualify the PQR requirements including Portal Features/demonstration at point 6 (i) to (xii).		

[Validate](#)[Print](#)[Help](#)**Item Rate BoQ****Tender Inviting Authority: `NC SHARMA****Name of Work: Finalization of Service Provider for entering into Framework Agreement with BHEL for 'Disposal of Scrap and other Surplus Material through forward e-auction' across all BHEL Units /Regions/Divisions/Project Sites for Two Years.****Contract No: NIT No.BHEL/CO/UPC/FA/2026**

Name of the Bidder/ Bidding Firm / Company :						
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 details are mentioned in tender document)	Quantity	Units	Percentage Transaction Fee to be charged from H1 Buyer in Forward Auction (without taxes)	Percentage Transaction Fee to be charged from H1 Buyer in Forward Auction (without taxes)	TOTAL AMOUNT WITH TAXES In Words
1	CONTRACT TO FINALIZE SERVICE PROVIDER FOR ENTERING INTO FRAME WORK AGREEMENT WITH BHEL FOR DISPOSAL OF SCRAP & OTHER SURPLUS ITEMS THROUGH FORWARD E-AUCTION ACROSS ALL BHEL UNITS/ REGIONS/ DIVISIONS/ PROJECT SITES	1.00	% transction charges		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				
Note:	Evaluation Criteria: The evaluation for lowest bidder (L1) shall be done on the basis of lowest transaction charges quoted.					

BHEL — Forward Auction Data Return Template

Template version 1.0 · Issued to forward-auction service providers · One workbook per service provider per reporting period (month or quarter)

1. WHAT THIS FILE IS FOR

Each auction service provider will return the complete data for every forward scrap auction conducted for BHEL units during the period, using this workbook.

2. HOW THE WORKBOOK IS STRUCTURED

- Auction_Header — ONE row per auction. (An 'auction' = one BHEL NIT / Auction Ref No.)
- Lot_Details — ONE row per lot. Every lot put up for auction, whether it sold or not.
- The two sheets are linked by Unit Code + BHEL Auction Ref No. These two values must be spelled identically on both sheets.
- Sample_Filled and Lists are reference sheets. Leave them in the file; do not enter data on them.

3. ON BOTH DATA SHEETS: ROW 1 IS A SECTION BAND, ROW 2 IS THE COLUMN HEADER, DATA STARTS AT ROW 3.

4. THE TEN RULES THAT MATTER MOST

1 ALL PRICES ARE RATES PER UOM — NOT LOT TOTALS.

Opening Price, Reserve Price and H1 Bid are the rate for ONE unit of measure (per MT, per KG, per EA ...).

2 Platform Auction ID must be globally unique.

Unique across every BHEL auction, every provider and every period — the database enforces this. Prefix your own auction number with your platform code, e.g. ABC-162413, XYZ-2026-00841.

3 Include NOT SOLD lots as well.

A lot that received no bid is still reported: No. of Bidders = 0, No. of Bids = 0, H1 Bid = 0, Lot Status = Not Sold, H1 company name and email left blank.

4 SOLD lots must carry the H1 bidder's company name and e-mail.

Rows where Lot Status = Sold and either field is blank are highlighted in red and will be rejected.

5 Unit Code, BHEL Auction Ref No and Lot No must match the BHEL NIT character for character.

These three values are how the data is matched to BHEL's records. No extra spaces, no reformatting, no renumbering of lots.

6 Times are 24-hour.

Enter 09:30:00 / 16:45:00 — never 9:30 AM. The cells are pre-formatted HH:MM:SS.

7 Dates are real dates.

Type them as dates (the cells are formatted dd-mmm-yyyy). Do not enter dates as text.

8 HSN Code is text and keeps its leading zeros.

Must be 2, 4, 6 or 8 digits. The column is pre-formatted as text so 0000 stays 0000.

9 Do not alter the structure.

Do not add, delete, rename, reorder or merge columns. No blank rows between records, no sub-totals, no grand-total row, no extra sheets.

10 Keep text fields clean.

No tab characters and no line breaks inside any cell — they corrupt the downstream export. Respect the maximum lengths given on the Field_Specification sheet.

5. FILE NAMING AND SUBMISSION

Name the file: <PLATFORM_CODE>_BHEL_FA_<PERIOD>.xlsx

monthly → ABC_BHEL_FA_2026-04.xlsx

quarterly → XYZ_BHEL_FA_2026-Q1.xlsx

Send as an e-mail attachment to the BHEL co-ordinating office. Send .xlsx only — not .xls, .csv or PDF. If a correction is needed, resend the whole file for that period with the same name and the word REVISED appended.

6. COLOUR LEGEND

	Mandatory — Must be filled on every row. A blank rejects the row.
	Optional — Fill if the value was supplied to you by BHEL in the NIT; otherwise leave blank.
	Auto — Calculated by the sheet as a check. Do not type into it. Not uploaded.

[illegible]

[illegible]

SAMPLE — FOR REFERENCE ONLY. Do not send this sheet's data. It shows one auction with three lots, including one unsold lot.

Auction Header — one row per auction

Unit Code	BHEL Auction Ref No	Auction Ref Revision	Pre-Auction Data Shared Date	Platform Code	Platform Auction ID	Auction Start Date	Auction Start Time	Auction End Date	Auction End Time	Total Bidders on Auction Floor
BB	CMM/32&98S17/26-27/014	0	06-Apr-2026	ABC	ABC-2026-0184	21-Apr-2026	12:00:00	21-Apr-2026	16:45:30	6

Lot Details — one row per lot

Unit Code	BHEL Auction Ref No	Lot No	Material Description	Unit Material Code	Scrap UMC	HSN Code	Scrap Location	Estimated Qty	UOM	Pre-Bid EMD (INR)	GST Rate (%)	TCS Applicable	Opening Price (INR per UOM)	Bid Increment (INR)	Reserve Price (INR per UOM)	STA % (0-100)	No. of Bidders (for this lot)	No. of Bids (for this lot)	H1 Bid (INR per UOM)	Lot Status	H1 Bidder / Company Name	H1 Bidder Email	Lot Value Check (INR)
BB	CMM/32&98S17/26-27/014	1	ALUMINIUM SCRAP	NH060	AA123THYS	76020010	01 SHOP BHEL CITY	12.50	MT	25,000.00	18	Yes	1,45,000.00	1,000.00	1,58,000.00	10.00	3	18	1,72,500.00	Sold	ABC Pvt Ltd	tenders@exsample.com	21,56,250.00
BB	CMM/32&98S17/26-27/014	2	M.S. TURNING & BORING SCRAP	NH027	AA1017HYS	72044100	07 SHOP BHEL TOWN	40.00	MT	60,000.00	18	Yes	28,000.00	250.00	31,000.00	10.00	5	42	33,750.00	Sold	XYZ Alloys	bids@exsample.com	13,50,000.00
BB	CMM/32&98S17/26-27/014	3	BRASS TURNING & BORING SCRAP	NF 44	AA1217HYS	74040019	STORES YARD	1.75	MT	40,000.00	18	Yes	3,80,000.00	2,000.00	4,25,000.00	10.00	0	0	0.00	Not Sold			0.00

Read the sample this way:

- Lot 1 — 12.50 MT sold at a rate of Rs 1,72,500 per MT. The 'Lot Value Check' column therefore shows Rs 21,56,250, which is the real value of the lot. It is the RATE that is entered in the H1 Bid column, never the Rs 21,56,250.
- Lot 2 — H1 rate of Rs 33,750 per MT is above the reserve rate of Rs 31,000 per MT, so the lot is Sold and the H1 bidder's name and e-mail are filled in.
- Lot 3 — no bidder came forward. The lot is still reported: bidders 0, bids 0, H1 Bid 0, status Not Sold, and the two H1 columns left blank.
- Unit Material Code and Scrap UMC are shown filled here because BHEL supplied them in the NT. Where BHEL has not supplied them, leave both blank — they are the only optional columns on Lot_Details.

Validation lists — do not edit. These are the values Sampada will accept.

[illegible]

UOM Code	Description
EA	Each
MT	Metric Ton
KG	Kilogram
LOT	Lot
NOS	Number of Items/Pieces
LTR	Litre
MTR	Meter
SQM	Square Meter
CUM	Cubic Meter
SET	Set
BAG	Bag
BOX	Box
OTHER	Other

GST Rate (%)	TCS Applicable	Lot Status
0	Yes	Sold
5	No	Not Sold
18		
40		