

**Corrigendum-3 dated 08.08.2025**  
**EOI Ref No.: BHEL/UPC/FA/EOI/TC-MoU/25-26 dtd 04/07/2025**

**Work Description: Expression of Interest (EOI) inviting Service Providers certified by STQC for signing TC-MoU with BHEL towards Disposal of Scrap & other unusable surplus across all BHEL Units /Regions/Divisions/Project sites**

**A. Pre-Qualification Requirements (PQR) Rev 01 (Point-B of EOI) amended as below:**

**1. API Capabilities:**

Bidders must demonstrate that their online auction platform provides robust, secure, and fully functional API endpoints to enable seamless integration with M/s BHEL's internal systems, and also provide undertaking for the same. The following minimum API capabilities and standards must be met:

**i. API Functional Requirements**

The auction platform **must provide** the following RESTful API endpoints to be used M/s BHEL.

<b>API Action</b>	<b>Description</b>
Create Auction Lot	Post a new scrap lot for auction
Get Auction Lot	Read the details of an auction lot
Get list of Auction Lot	Get list of auction lot details as per defined criteria
Update Auction Lot	Modify details of an existing auction lot
Delete Auction Lot	Delete an auction lot prior to start
Poll Current Highest Bid	Retrieve the current highest bid at polling interval during ongoing auction
Get Final Auction Result	Retrieve final highest bid and buyer details after auction completion

The platform must integrate with and consume the following RESTful API endpoint provided by M/s BHEL.

API Action	Description
Super H1 data against a Lot	Display the highest current bid (Super H1) for the same lot in real-time, as provided by this API endpoint, on your auction platform during the auction, so that buyers are kept informed about the Super H1 bid.

**ii. API Data Format and Standards**

- a. APIs must accept and return data in JSON format.
- b. Provide comprehensive and up-to-date documentation covering all API endpoints.
- c. A sandbox/test API environment must be available to conduct integration testing prior to go-live.

**iii. API Security Recommendations:**

- a. **Authentication:** Use POST authentication service with an Authorization header containing timestamp, user-name/client-id etc. and an HMAC-SHA512 hash calculated with the shared secret key.
- b. **Response Validation:** Verify response integrity by checking the hash returned using HMAC-SHA512 over response fields.
- c. **Data Protection:** Decode and decrypt Base64/AES-256 encrypted return data using the shared secret key.
- d. **Secure Transport:** All API communication must occur over HTTPS to ensure confidentiality and integrity.
- e. **Replay Protection:** Enforce timestamp validation within a strict time window to prevent replay attacks.
- f. **Key Management:** Securely store and periodically rotate shared keys used for hashing and encryption.
- g. While above authentication protocol is mandatory for the integration, the auction platform should also demonstrate knowledge and capability to implement **token-based authentication mechanisms such as OAuth 2.0 and JWT for the API**. This may be considered for future upgrades.
- h. **Input Validation:**

This means validating all data received from the auction platform before processing it, and the auction platform should validate all data received from M/s BHEL.

**i. Error Handling & Logging:**

**Error Handling:** Recommended standardized, generic error messages that don't reveal sensitive system information (e.g., "Invalid request" instead of "Database connection failed").

**Logging:** Suggest comprehensive logging of API requests, responses (without sensitive data), and security events (e.g., authentication failures, replay attack attempts). This is crucial for monitoring, incident response, and auditing.

**j. Rate Limiting/Throttling:**

Implement mechanisms to limit the number of API requests within a certain timeframe from a single client. This protects against denial-of-service (DoS) attacks and prevents resource exhaustion.

**k. Least Privilege:**

Ensure that API used for the integration have only the minimum necessary permissions to perform their intended functions.

**l. Audit Trails:**

Beyond logging, ensure that all critical actions performed via the API (e.g., update auction lot etc.) are recorded in an immutable audit trail.

**m. Security Testing:**

Recommend regular security testing, including penetration testing and vulnerability assessments, for the API integration.

**n. API Versioning:**

Proper versioning of the API is important. This helps ensure that security updates or changes don't break existing integrations.

Provide a mechanism to revoke API credentials/tokens quickly in case of compromise.

Include plans to deprecate old API versions and revoke unused endpoints.

**B. Following clauses of EOI are amended as per below table:**

Clause / Section	Existing Clause in EOI:	Amended as:
EOI – PQR (a)	Bidder shall have E-Auction systems developed for forward auction application complying with IT act-2000 and its amendments and CVC “Guidelines for completion to quality requirements of E-Procurement systems” circular No.01/01/2012 dt. 12.01.2012. The E-Auction Systems must have been audited by independent third party and certified by STQC with valid certificate as on date of bid submission, it should be valid throughout the MoU period. Certification confirms compliance with standards for secure and transparent e-auction services (Copy of valid relevant documents are to be submitted with offer)	<p>The Service Provider shall have an STQC-certified system as on the date of bid submission, in compliance with the IT Act 2000 and CVC guidelines. The certification should remain valid for the duration of the MoU.</p> <p>Certification should confirm compliance with standards for secure and transparent e-auction services (Copy of valid STQC certification be enclosed along with your interest to sign the TC-MoU).</p>
EOI – PQR (b)	Undertaking from the bidder that they have understood the scope of work as mentioned at A. above & would be willing to sign the finalized TC-MoU.	The bidder shall submit an undertaking confirming that they have understood the scope of work as mentioned at Section A, and that they are willing to sign the finalized TC-MoU. The undertaking shall also confirm that the bidder has prior experience in handling PSU/government scrap disposal and is committed to adherence with robust data security and confidentiality protocols.
EOI – Scope of Work – Para 1	The Service Provider shall act as BHEL’s authorized <b>Selling Agency</b> for the disposal of items as identified by BHEL across its Units, Regions, Divisions, Offices, and Project Sites. Disposal shall be carried out through e-auctions in consultation with and with approval from the concerned BHEL entities.	The Service Provider shall act as BHEL’s authorized <b>Service Provider</b> for the disposal of items as identified by BHEL across its Units, Regions, Divisions, Offices, and Project Sites. Disposal shall be carried out through e-auctions, in consultation with and with approval from the concerned BHEL entities.

<b>Clause / Section</b>	<b>Existing Clause in EOI:</b>	<b>Amended as:</b>
EOI – Scope of Work – Para 5	The Service Provider shall ensure adequate publicity of upcoming tenders / auctions, for the items for auction. Simultaneously notification regarding invitation to tender/ holding auction shall also be sent to all Buyer who may be on the approved / mailing list / known to respective BHEL Units / Regions / office / Divisions as well as to Service Provider for participating in each tender / auction for the material. This may help in getting good price as these Buyer are expected to be aware of the quality of material available.	The Service Provider shall ensure adequate publicity of upcoming tenders / auctions. Simultaneously notification regarding invitation to tender/ holding auction shall also be sent to all buyers registered on the portal of the Service Provider. In addition, BHEL will also send the notification regarding invitation to tender/ holding auction to all who may be on the approved / mailing list known to respective BHEL Units / Regions / office / Divisions. This would help in ensuring maximum participation in the forward auction.
EOI – Scope of Work – Para 7	After evaluating the bids, the Service Provider shall forward its recommendations along with market intelligence to BHEL for price approval. In case of auction, BHEL's authorized representative reserves the right to accept or reject the final bid.	After closure of the bidding process, the Service Provider shall make the bid sheet available in the login of the concerned BHEL entity for approval. BHEL's authorized representative shall retain full discretion to accept or reject the final bid. Service Provider to also provide price trend data available with them for the same/comparable items auctioned during the preceding 12 months.
EOI – Scope of Work – Para 8	The Service Provider shall issue sale orders to successful buyers on behalf of BHEL within 3–4 working days from completion of tender / auction process, subject to BHEL's approval.	The Service Provider shall issue sale orders to successful buyers on behalf of BHEL within one working day from receipt of post-auction deposit, subject to BHEL's approval.
EOI – Scope of Work – Para 11	SERVICE PROVIDER shall, regularly follow up the Delivery Order and ensure time bound clearance of the materials sold / auctioned from BHEL's premises by the successful buyers / customers / Service Provider. Efforts will be made such that the materials be lifted by the successful buyer / customer / Service Providers within 15 days after making the final payment or as indicated in the terms of E-Auction / E-Tender. A provision of charging ground rent for failure due to delayed lifting of material should be indicated in the terms.	The Service Provider shall follow up regularly to facilitate timely clearance of materials from BHEL's premises by the successful buyers. As the terms of individual auctions of BHEL will include a clearly defined ground rent for delays in lifting of the scrap by the buyer beyond the stipulated lifting period, the service provider should have suitable provisions in their agreements with the Buyers. However, the Service Provider shall not be held responsible in cases where the lifting delay is solely attributable to the buyer.

<b>Clause / Section</b>	<b>Existing Clause in EOI:</b>	<b>Amended as:</b>
B(c) (New PQR)	-	The Service Provider should have conducted a minimum of 50 forward auctions, each of value ₹50 lakh or above, over the last five financial years. The reference list has to be enclosed by the service provider which can be verified by BHEL at any point of time.
B(d) (New PQR)	-	The Service Provider should have provided auction services to at least five Central / State Government departments/ PSUs / autonomous bodies during the last five years.
B(e) (New PQR)	-	The Service Provider must operate its own proprietary auction platform hosted on its dedicated infrastructure, with a disaster recovery (DR) facility located in India. The Service Provider shall be certified for ISO/IEC 27001:2022, valid as on the date of bid submission. Engagement through intermediaries, resellers, or back-to-back tie-ups shall not be permitted.
B(f) (New PQR)	-	The Service Provider should provide an undertaking that they have not been blacklisted or debarred by any Central or State Government agency or PSU during the last five years.
B(g) (New PQR)	-	It is preferable that the Service Provider has experience in the disposal of specialized industrial assets such as plant and machinery, electrical transformers, CRGO sheets, and similar capital items. Supporting data or references from prior auctions may be provided.
B(h) (New PQR)	-	The auction system shall have in-built checks to ensure that only buyers holding valid Pollution Control Board (PCB) certificates are allowed to participate in auctions involving hazardous waste.

Clause / Section	Existing Clause in EOI:	Amended as:
B(i) (New PQR)	-	The Service Provider must have successfully completed API-level integration with at least one distinct government departments, PSUs, or autonomous institutions. Reference should be enclosed for verification by BHEL.
B(j) (New PQR)	-	Service Providers shall give an undertaking that they have procedures including, but not limited to, bidder registration norms, pre-bid EMD handling, auction scheduling, and sale order issuance formats.
B(k) (New PQR)	-	<p>To maintain transparency and consistency in bidder charges, the service provider shall give an undertaking that:</p> <ul style="list-style-type: none"> <li>- they will clearly spell out the transaction fees, applicable taxes, and billing terms under a single provision in their agreement with the buyer.</li> <li>- All service providers shall communicate these charges uniformly in their auction notices and sale communications.</li> <li>- There shall be no other hidden charges or ambiguous fee structure in the communication by the service provider to the bidders.</li> </ul>
MoU Clause 7.2.1	The Service Provider shall not charge any registration fee from bidders who wish to participate in the forward auctions conducted by or on behalf of BHEL.	No separate registration fee shall be charged from bidders specifically for participation in forward auctions conducted on behalf of BHEL.

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MoU Clause 7.2.3	<p>However, transaction charges at the rate of <b>___ %</b> on basic material value may be collected by the service provider from the successful bidder/buyer along with applicable taxes. Applicable statutory taxes if any shall be deducted from material value. The transaction fee will be non-refundable even in case of non - payment of balance value or short delivery or any other default. Such transaction fees shall be transparently communicated to both BHEL and the bidders in advance. The following table outlines the indicative transaction fee slabs:</p> <table><tr><th>Sale Value Range (INR)</th><th>Maximum Transaction Fee (%)</th></tr><tr><td>Up to Rs. 50,000</td><td>0 %</td></tr><tr><td>Above Rs. 50,000</td><td>X % (to be filled by the Service provider)</td></tr></table>	Sale Value Range (INR)	Maximum Transaction Fee (%)	Up to Rs. 50,000	0 %	Above Rs. 50,000	X % (to be filled by the Service provider)	<p>However, transaction charges at the rate of <b>___ %</b> on basic material value may be collected by the service provider from the successful bidder/buyer along with applicable taxes. Applicable statutory taxes if any shall be deducted from material value. The transaction fee will be non-refundable even in case of non - payment of balance value or short delivery or any other default. Such transaction fees shall be transparently communicated to both BHEL and the bidders in advance. The following table outlines the indicative transaction fee slabs:</p> <table><tr><th>Sale Value Range (INR)</th><th>Maximum Transaction Fee (%)</th></tr><tr><td>Any range of Lot value</td><td>X % (to be filled by the Service provider)</td></tr></table>	Sale Value Range (INR)	Maximum Transaction Fee (%)	Any range of Lot value	X % (to be filled by the Service provider)
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MoU Clause 7.5.1	BHEL shall ensure that details of all forward auctions are published on the portals of all STQC certified service providers (with whom it has a TC-MoU) on same date for conducting Forward e-Auction (FA) at a single instance across different portals.	BHEL shall ensure that details of all forward auctions are published on the portals of all STQC certified service providers (with whom it has a TC-MoU) on same date for conducting Forward e-Auction (FA) at a single instance across different portals. This shall be taken care by BHEL through a super application developed by BHEL, where issues of treatment in case of network latency & clock synchronization will also be addressed.										
MoU Clause 7.6	BHEL shall place the sale order after selecting the highest buyer among the auction conducted across all portals with whom we have a TC-MoU, so that the sales realization for a given lot of scrap is maximized.	BHEL shall ensure that all auctions are hosted concurrently across all empaneled service providers, with identical lot details, timelines, and reserve prices. No service provider shall be given preferential access to any category of material, location, or business segment. Sale orders shall be placed based on the highest valid bid received across platforms, subject to BHEL’s approval.										



Clause / Section	Existing Clause in EOI:	Amended as:
MoU Clause 13 (Handling of Suits)	<p>Since M/s ..... will only act as Selling Agent/Service Provider to the Principal who is the Owner/Seller of the materials, all litigations including arbitration, if any invoked by the Bidders/Buyers shall be exclusively dealt with by the Principal irrespective of M/s ..... is joined in such proceedings as a party or not.</p> <p>However, if the dispute is owing to any issues related to M/s ....., it should be ensured by M/s ..... to submit their views in the proceedings. It shall be responsibility of the Principal to handle all suits/legal proceedings including arbitration that may initiated by or against any buyer/bidder and to defend itself in all such proceedings at its own costs and expenses. The competent officials of the Principal shall be also required to appoint the Sole Arbitrator in case request for such appointment is made by Bidder/Customer in terms of the relevant Tender/Auction/e-Auction Clauses. If court case arises on the fault of M/s ....., then responsibility will be of M/s .....</p>	<p>Since M/s (Service Provider) will act solely as the 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.</p> <p>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.</p> <p>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.</p>

**C. Extension of EOI submission end date/time:**

Sl. No.	Clause No.	Existing in Tender	Revised As
1	EOI submission end date/time	EOI submission end date/time is 08.08.2025	EOI submission end date/time is being extended to 23.08.2025

**Note:**

- 1) No charges shall be paid by BHEL towards API integration.
- 2) All other terms and conditions against this EOI shall remain unchanged.

**For BHARAT HEAVY ELECTRICALS LTD  
Sr. Mgr./ UPC**