

BHARAT HEAVY ELECTRICALS LTD.

BHEL HOUSE, SIRI FORT, NEW DELHI-110049

Tel: 011-66337207



TENDER DOCUMENT FOR

Engagement of agency to conduct "Dipstick Study of two units of BHEL (HEEP Hardwar and HPEP Hyderabad) on Deming Prize requirement "

NIT No.: AA/CQ/TQM/22-23/DDS/01 Dated 06.07.2022

Last date for Submission: 20.07.2022

Ashanti

BHARAT HEAVY ELECTRICALS LTD.

Corporate Quality & Business Excellence

Contents

Clause no.	Description	Page No.
1.0	Notice Inviting Tender	3
2.0	Instruction to bidders	5
2.1	Procedure for submission of sealed bids & document to be enclosed with the offer	5
2.2	Legible and correct entries	5
2.3	Bid currencies	5
2.4	Signing of the bids	5
2.5	Pre-bid clarifications	5
2.6	Opening of Bids	6
2.7	Price discrepancy	6
2.8	Award of contract	6
2.9	Validity of bid	6
2.10	Rejection of the bid	6
2.11	Order of precedence	7
2.12	Verification of documents	7
3.0	Overview of BHEL	8
4.0	Objective and Scope of work	9
5.0	Deliverables & timelines	9
6.0	Evaluation of Bids	9
6.1	Pre-Qualifying Requirements (PQR)	9
6.2	Techno – commercial evaluation criteria	11
6.3	Combined technical and price bid Evaluation	12
7.0	General Terms & Conditions of Contract	13
	Un-Price Bid format	19
	Price Bid format	20
	Firm Details as per PQR : Annexure A	21
	No Deviation Certificate : Annexure B	22
	Declaration Certificate: Annexure C	23
	Experience of consulting firm : Annexure D	24
	CV of team members : Annexure E	25

Ashanti

BHARAT HEAVY ELECTRICALS LTD.

Corporate Quality & Business Excellence

BHEL HOUSE, SIRI FORT, NEW DELHI-110049

Tel: 011-66337207

1.0

NOTICE INVITING OPEN TENDER

NIT No.

: AA/CQ/TQM/22-23/DDS/01 Dated 06.07.2022

Name of Job/Services: Dipstick Study of two units of BHEL (HEEP Hardwar and HPEP Hyderabad) on Deming Prize requirement

Dear Sir/Madam,

i. Sealed tenders are invited in two part bid for the mentioned Job/ services in BHEL.

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of sealed tender: 20.07.2022 at 11.00 Hrs

Date and Time of opening the tender : 20.07.2022 at 11.30 Hrs

Venue for opening of Tender : BHEL House Siri Fort, New Delhi

ii. The bid shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the ground floor BHEL House, Siri Fort, New Delhi:

General Manager/ CQ & BE
Bharat Heavy Electricals Limited
Siri Fort, New Delhi - 110049.

Phone No. 66337207, Mob-9411111646, e-mail: sureshku@bhel.in;

BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. Bidders are requested to submit their queries on the NIT, if any, latest by 09.07.2022 at 11 A.M. Any corrigendum addenda, amendments and clarifications to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, should be sought from the undersigned.

- iii. Offers should be strictly in accordance with the Tender Specifications and Terms & Conditions enclosed herewith.
- iv. Price to be filled strictly as per proforma given in the tender. Change in Pro-forma is not allowed.
- v. Integrity commitment, performance of the contract and punitive action thereof:

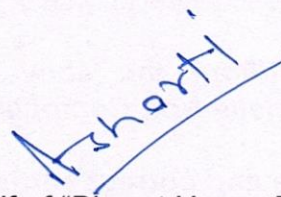
Atcharya

Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

Commitment by Bidder/ Supplier/ Contractor:

- a) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- b) The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- c) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- d) If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".



On behalf of "Bharat Heavy Electricals Ltd."

(Ashwani Bharti)
AGM (CQ&BE)

2.

Instruction to bidders

2.1 Procedure for submission of sealed bids and documents to be enclosed with the offer

The bidder must submit their bids as required in two parts in separate sealed covers prominently super scribed as Part-I (Technical Bid), Part-II (Price bid) and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry.

These two separate covers I and II (Part – I and Part-II) shall together be enclosed in third envelope (Cover-III) and this sealed cover shall be superscribed and submitted.

PART-I (TECHNICAL BID) COVER-I:

The following documents shall be kept in technical bid envelope:

- 1) Complete set of tender documents duly signed on each page including unpriced 'BOQ cum price schedule', as your acceptance of the tender conditions & NIT in toto.
- 2) Documents in support of the Pre-Qualification Requirements, Quality parameters.
- 3) GST registration certificate
- 4) No Deviation Statement (Annexure B)
- 5) Experience of the consulting firm (Annexure-D)
- 6) Any other documents mentioned in NIT

PART-II (PRICE BID) COVER – II:

Part 2 'Price bid' shall comprise of Price Bid Format, duly filled, as per the instructions in NIT. Rate / Price schedule only shall be given in this part-II "Price Bid" envelope.

Offers without the above documents are liable to be rejected as "Techno Commercially Non Complying Offers"

2.2 Legible and correct entries

All entries in the RFP shall either be typed or written legibly in ink. The bid should be free from correction, overwriting, correction fluid, etc. Any interlineation, cutting, erasure or, overwriting shall be valid only if they are attested under full signature/s of person/s signing the bid, otherwise the bid shall be liable for rejection.

2.3 Bid currencies

Bidders shall submit their price bid, Part-II only in Indian Rupees.

2.4 Signing of the bids

Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BHEL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the bid document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory. The authorization to sign the document must be confirmed by a written power of attorney accompanying the bid (Part-I).

2.5 Pre-bid clarifications

Clarifications, if any, can be obtained but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.

Ashanti

2.6 Opening of Bids

Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidder's representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened, after Technical Bids of all the Tenderers which have been evaluated and frozen. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with bidder having highest combined score. IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID. Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".

2.7 Price discrepancy

- (i) If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) above.
- (iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.8 Award of contract

The bidder who scores highest total marks as per criteria laid out in Section-6 "Evaluation of bids" shall be declared as the successful bidder. BHEL will award the contract to the successful bidder by sending the Letter of Award (LOA) / Work Order. Bidder within 7 working days of receipt of the same, shall sign, stamp and return it to BHEL as a token of his acceptance.

2.9 Validity of bid

The bid submitted by the bidder shall be kept valid for acceptance for a period of 180 days from the date of opening of techno-commercial bid (part -I). In case we call the bidder for negotiation, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the Bidder unless otherwise agreed upon.

2.10 Rejection of the bid

In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit. BHEL reserves the right to accept or reject any of the tender / all tenders with or without deviation or cancel / withdraw the invitation for bid without assigning any reason

Acharji

whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Security Deposit.

2.11 Order of precedence

In the event of any ambiguity or conflict between the clauses of the NIT Documents, the order of precedence shall be in the order below:

- a. Corrigenda/ addenda/ amendments/ clarifications
- b. Notice Inviting Tender
- c. Special conditions of contract, if any
- d. General conditions of contract
- e. Instructions to bidders

2.12 Verification of documents

Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may also be sought from the principal employer.

Acharji

3. Overview of BHEL

- Bharat Heavy Electricals Limited (BHEL) is India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer globally.
- BHEL is a listed public sector company engaged in design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power (Thermal, Hydro, Gas, Nuclear, Solar PV), Transmission, Industry, Transportation (Railway), Renewable Energy, Oil & Gas and Defense.
- The company has manufacturing units, power sector regions, service centers and regional offices besides project sites spread all over India and abroad besides Business Sectors and Corporate office at Delhi.

4. Objective

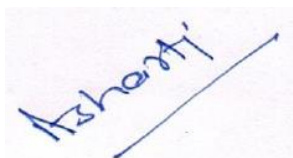
- To diagnose current position of the identified BHEL units in terms of Deming Prize requirements, and identify gaps, and acquire a sense of the steps required to challenge the Deming Prize.

Scope of Work

1. To conduct Deming Prize diagnosis study for two manufacturing units of Bharat Heavy Electricals Limited:
 - i. Heavy Electrical Equipment Plant - Haridwar, Manpower: 3900+, Turnover FY 20-21: 2179 Crores
 - ii. Heavy Power Equipment Plant - Hyderabad, Manpower: 3000+, Turnover FY 20-21: 1462 Crores
2. To identify the gaps and areas of improvement along with current status of BHEL units w.r.t. TQM/ Challenging Deming Prize.
3. Submission of detailed report within 15 days of the diagnosis study detailing broad outline plan for improvements required to be done for Deming Prize.
4. Dipstick study will require 6 man days (minimum) for site visit/ assessment (per unit) and 4 man days (Maximum) of off-site man days (per unit) for report writing/ preparation of presentation (Total 10 man days for each unit)
5. Presentation to the BHEL Top management on Deming prize gaps including the role that can be played by the agency to prepare for Deming Prize.

FACILITATION TO THE CONSULTANT BY BHEL

- (i) Arrangement of shop visit and interaction with various functions as required
- (ii) Space/ Meeting hall for team members deployed by the Consultant
- (iii) Documents:
 - Latest EFQM 2020 TQM Position Report
 - Documents/ data required as per Deming Prize criteria as applicable



5. DELIVERABLES

1. Report of the Dipstick study:
 - a. Summary report to be presented during the final day of Dipstick assessment.
 - b. Detailed report will be submitted within 15 days of the Dipstick assessment.
2. Gaps Analysis between the requirement of Deming Prize criteria and the current status of each BHEL Unit w.r.t. Challenging Deming Prize.
3. A broad outline plan for improvement with the time frame for identified improvement initiatives for BHEL unit to achieve Deming Prize within 2-5 years.
4. Presentation to the BHEL Top management indicating the role that can be played by agency in facilitation of timely achievement of Deming Prize.

6. Evaluation of Bids

6.1 PRE-QUALIFICATION CRITERIA

Only those who are technically and financially capable to execute the assignment and who fulfil the Qualifying requirements [QR] given below are eligible to quote against the above NIT. Bidders should submit their offer in a sealed envelope as per the procedure specified in tender documents. Decision of BHEL shall be final and binding on the bidder. The minimum QR of bidder for tender submission shall be as under:

Clause Nos.	Contents	Documents to be submitted as evidence
1.1	<u>GENERAL</u>	
	1.1.1 The bidding organization shall be a well-established organization for providing consultancy service for Deming Prize/ Diagnosis	
	1.1.2 The bidder shall have sound organization capability to Conduct Deming diagnosis with high degree of accuracy and timeliness.	
1.2	<u>PRE QUALIFICATION CRITERIA</u>	
Coverage	1.2.1 Bidder should have executed <u>at least 2 contract/ agreements</u> for conducting Deming Prize diagnosis for PSUs/ private or Listed Companies in India or abroad. OR The bidder should have provided consultancy service to at least 2 PSUs/ private or Listed Companies who have won Deming Prize/ challenged Deming Prize in India or abroad.	Copy of award of work and documentary evidence in support of successful completion of similar work. (Summary to be made as per Annexure-C)
Experience	1.2.2 The bidder shall have minimum 2 consultants/ assessors who have	List of consultants/ assessors and their bio-data along with

		minimum 10 years of Industrial experience in Deming Prize initiatives	experience certificate of assessors/ consultants to be submitted (Annexure-D)
On cost	1.2.3	Experience of having successfully completed similar consultancy services during last 7 years from 30.06.22: Three similar services as mentioned above in SI. No 1.2.1 costing not less than the amount equal to Rs 5.76 lakhs Or Two similar consultancy services as mentioned above in SI No 1.2.1 costing not less than the amount equal to Rs 7.2 lakhs Or One similar consultancy services training programme as mentioned above in SI No 1.2.1 costing not less than the amount equal to Rs 11.52 lakhs	Copy of award of work & Completion certificate
Annual Turnover of the bidder	1.2.4	The bidder should have at least an average annual turnover of Rs 4.32 lakhs during the last three financial years 2019-20, 2020-21 and 2021-22. In case the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2019, 2020 and 2021.	Audited Balance Sheet and Profit & Loss Account indicating annual turnover OR Certificate from practicing Chartered Accountant indicating annual turnover of the bidder.

Notes:

1. BHEL reserves the right to:
 - a. Ask for further clarification during techno commercial scrutiny of bids received.
 - b. Ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
2. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
3. Decision of BHEL shall be final and binding on the bidder.
4. If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
5. Bids not conforming to technical specification/requirements (scope of work) as mentioned in tender will be rejected
6. Conditional bids will be liable for rejection

Atul

6.2 Techno-commercial evaluation Criteria

The Techno-Commercial bid of the bidders meeting the pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system which will include 60% weighted score for Quality (techno-commercial bid) and 40% weighted score for the price (price bid).

Quality parameter

Consultancy firm's specific experience in last 7 years [2015-16 to 2021-22] In case of calendar year: from 2015-2021			
Sl. No.	Criteria	Max Marks	Scale/ scheme of marking
A Experience of Bidder			
1.	Bidder should have executed <u>contract/ agreements</u> for conducting diagnosis on Deming Prize requirement for PSUs/ private or Listed Companies in India or abroad.	3	1 marks for each project
2.	The bidder should have provided consultancy service to PSUs/ private or Listed Companies who have won Deming Prize/ challenged Deming Prize in India or abroad.	3	1 marks for each project
3.	The bidder shall have strategic tie-up with institutes working under the guidance of current/ former board members/ consultants of JUSE on Total Quality Management (E.g.- KQRO- Kano Quality Research Office, KCC-Komatsu Career Creation Ltd. etc.)	4	2 marks for each tie up
Documents required in support of sl. no. (A1 to A2) above - Copy of award of work and documentary evidence in support of successful completion of similar work.			
Documents required in support of sl. no. (A3) above- Authorisation letter/ Agreement/ MoU/ other suitable relevant document to be submitted.			
B Business Presentation			
1.	Demonstration of understanding of following: i. Overall Knowledge of Deming Award and Specific requirements against the criteria of Deming Award ii. Challenges for manufacturing companies in applying for Deming Award iii. Approach for guiding manufacturing companies for Deming Award	20	Shall be assessed based on the presentation (Soft copy and hard copy of the presentation needs to be submitted after the presentation)
2.	<u>Approach for implementation:</u> Robustness in overall approach and methodology for carrying out the exercise to meet specific requirement of BHEL as mentioned in the scope of work in the prescribed timeline	30	
C Experience of the team deployed			
1.	The team members associated with the assessment have 10 years of Industrial experience in Deming initiatives	10	2 marks for each person

2.	No. of similar works conducted by the team members for PSUs/ private or Listed Companies.	15	5 marks per project per person
3.	No. of companies who won Deming Award where team members have been associated	15	5 marks per project per person

Note:

1. Evaluation of clause B above will be through a presentation by the bidder to a designated committee of BHEL officials. The marks awarded by BHEL shall be final and no representation made by any bidder shall be entertained. The bidder would be called for a technical presentation at a notice of minimum of 3 working days. The presentation should be made by the proposed lead partner, assigned to work with BHEL on this project, preferably accompanied by the proposed team.
2. The scope of the work is indivisible and shall be awarded to a successful bidder.

6.3 Combined technical and price bid Evaluation:

Ranking shall be done in decreasing order of the combined score calculated upto two decimal points [without rounding off]. In the event of two or more bids having the same score in the final ranking, the bid with the higher total quality score shall be ranked higher.

Combined score

A combined score shall be arrived at based on weighted total quality score and cost score as:

Combined score = {total quality score X quality weightage} + {cost score X cost weightage}

Quality score: the bidder with highest quality marks [H-1 marks] shall be given maximum total quality score of 100 and other bids shall be computed as:

Total quality score = {100 X bidders' quality marks / (H-1) marks}

[The bidders with Total quality score of equal to or more than seventy (70) out of One hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their Quality score.]

Cost score: the lowest bidder [L-1] shall be given maximum score of 100 and other bids shall be computed as:

Cost score = {100 X L-1 / bidders' price}

Tie Breaker: In case, combined Quality & cost score of two (2) or more bidders are the same, then the bidder scoring higher Quality score would be considered as the successful bidder. However, in case of the same Quality score also, then the bidder scoring higher score in criteria [experience of the bidder] of Quality evaluation criteria would be considered as the successful bidder.

short

7.0 Terms and Conditions

1. The tenders received after the Due Date and Time of Submission are liable to be rejected. Bidders are advised to confirm before time due for opening that their offer has reached the officer inviting it or his nominee
2. Tenders shall be opened at the time and date as specified in the tender notice in the presence of bidder or his authorized representatives who may choose to be present.
3. The bidder shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. Only such clarifications that are issued after discussions on Techno-Commercial deviations and which affect the tender stipulations in a substantial manner will be made known to rest of the bidders before opening the bid through updation in our website and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Bidders may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not
4. The Bidder is required to quote for the complete scope of work. Tender for part of the work or incomplete in any respect is liable to be rejected.
5. Bidder must fill up all the rates/price and furnish all the required information as per the instructions given in various sections/annexure of the tender document, failing which tender is liable to be rejected.
6. Subletting: The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization
7. All corrections and insertions shall be duly counter-signed by the authorized signatory of the bidder.
8. Formation of Contract: All the documents issued by BHEL as well as accepted by it up to the stage of Letter of Intent will form part of contract. Some of the examples are: Tender Document, Certificate, Deviation statement etc.
9. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder who resort to canvassing are liable to be rejected.
10. Rights of BHEL: BHEL reserves to itself the following rights in respect of this proposal / contract without entitling the bidder to any compensation, in case, due to any of the reasons / causes mentioned below, BHEL decides to cancel the contract.
 - a. If the bidder gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded.
 - b. To short close/terminate the contract after due notice in the event of non-completion of work as per the time schedule given in the Tender.
 - c. To get the work done through another firm at the risk and cost of the bidder in the event of non-performance of the work to the satisfaction of BHEL.
 - d. If the entire work is not carried out under the directions and to the satisfaction of BHEL.
 - e. The acceptance or non-acceptance of tender will entirely rest at the sole discretion of BHEL and does not bind BHEL to accept the lowest tender or any other tender and to reject any or all of the tenders without assigning any reasons whatsoever. The decision of BHEL in this regard shall be final.

11. 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 provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act as amended.

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 re-enactments 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 New Delhi.

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

Subject to the arbitration in terms of Clause 11, the Courts at New Delhi 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 its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

12. Liquidated Damages – Delay

Any delay in completion of the job as per scope of work, will invite imposition of penalty @ 2% per week of delayed portion, or part thereof, subject to a maximum of 10% of the total contract price.

13. Terms of Payment

Sl.	Milestone	% age payment of the Work order value
1	Conducting dipstick Study of HEEP Haridwar and submission of dipstick assessment report including presentation to Top Management	50% payment of total P.O. value after completion of dipstick study of HEEP Haridwar within 15 days after submission of detailed report & presentation to the BHEL Top Management
2	Conducting dipstick Study of HPEP Hyderabad and submission of dipstick assessment report including presentation to Top Management	50% payment of total P.O. value after completion of dipstick study of HPEP Hyderabad within 15 days after submission of detailed report & presentation to the BHEL Top Management

Note:

- a) 50% Payment shall be released as per Terms of Payments within 15 days of the receipt of submission of bill completed in all respects after completion of work (Conducting dipstick study, submission of detailed report & presentation to BHEL top management) in any of the two units (HEEP Hardwar or HPEP Hyderabad). Remaining 50% payment to be made after completion of work (Conducting dipstick study, submission of detailed report & presentation to BHEL top management) for the second unit.

Ashanti

- b) While making the payment, statutory deductions as applicable, shall be made by BHEL. BHEL will make the payment through e-mode. Bidders shall be required to furnish e-payment details as stated elsewhere in the tender document. No payment will be made in advance.
- c) Applicable GST as per rule will be payable extra. However, the applicable GST should be indicated in bid offer document. Evaluation of proposal will be done on quoted price excluding applicable GST.
- d) Travel expenses will be at actual (limited to economy class air tickets/ 2nd AC rail fare) & will be borne by BHEL against submission of relevant documents. BHEL will arrange for Boarding and Lodging (BHEL guest house wherever applicable) for the consultants. Local conveyance based on actuals will be reimbursed
- e) No extra charges will be payable by BHEL on any other account.
- f) BHEL reserve the right to award the work to any other Bidder in the manner it deems fit or to cancel the bid without assigning any reason.

14. Taxes & Duties

- a) To enable BHEL to avail GST Input tax credit, Service Provider shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- b) The service provider has to submit their GST registration certificate.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence provided supply of services are made within schedule date stipulated in the contract or any extension thereof for reasons attributable to BHEL. However, downward variation shall be subject to adjustment as per actual GST applicability.
- d) Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- e) Payment shall be made to service provider only after submission of GST complaint Tax invoice.
- f) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/non payment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST credit along with interest levied / leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the agency's bill.

15. Law Governing the Contract and Court Jurisdiction

The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

Aravati

16. Issue of Notice

a) Service of notice on contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

b) Service of notice on BHEL

Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

17. Conflict of Interest

- a. The service provider shall not engage in consulting or other activities that conflict with the interest of BHEL.
- b. Service provider have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of this assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the service provider or the termination of the contract.

18. Professional liability

- a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with scope of work & deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.
- b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavour of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.

19. Change in character of the bidder

In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to

inform BHEL in advance in writing with proper documentation that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm.

20. Use of contract documents, specifications, design

The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

21. BHEL Fraud Prevention Policy

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

22. Suspension of Business Dealings

Action is liable to be taken under BHEL "Guidelines for Suspension of Business Dealings with suppliers/contractors" in case service provider either fails to perform or are in default without any reasonable cause, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels etc.

23. Except for clause no.12, vendor's maximum liability will be limited to the total contract value including taxes, duties.

24. "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended by a period of time equal to the period of delay caused due to such Force Majeure event.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract or give rise to any claim for damages or additional cost or expense occasioned thereby.

25. REVERSE AUCTION'S TERMS & CONDITIONS: BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-

acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Institute/Bidders (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Institute/Bidders (as available on www.bhel.com).

Handwritten signature

UN- PRICE BID

Name of Job/ services: Dipstick Study of two units of BHEL (HEEP Hardwar and HPEP Hyderabad) on Deming Prize requirement

NIT: BHEL: AA/CQ/TQM/22-23/DDS/01 Dated 06.07.2022

SI No.	Particulars	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' mentioned at clause No.4 of NIT [excluding Tax]	Quoted (Yes/No)	Quoted (Yes/No)
2	Applicable Tax	Quoted (Yes/No)	Quoted (Yes/No)
3.	Applicable rate of GST in percentage (%)		Quoted (Yes/No)

Note:

- Travel expenses will be at actual (limited to economy class air tickets/ 2nd AC rail fare) & will be borne by BHEL against submission of relevant documents. BHEL will arrange for Boarding and Lodging (BHEL guest house wherever applicable) for the consultants. Local conveyance based on actuals will be reimbursed
- The rates will be valid until the entire scope of work is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

(Signature of authorized signatory & seal of the Firm)

Arora

PRICE BID

Name of Job/ services: Dipstick Study of two units of BHEL (HEEP Hardwar and HPEP Hyderabad) on Deming Prize requirement

NIT: BHEL: AA/CQ/TQM/22-23/DDS/01 Dated 06.07.2022

SI No.	Particulars	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' mentioned at clause No.4 of NIT [excluding Tax]		
2	Applicable Tax		
3.	Applicable rate of GST in percentage (%)		

Note:

- Travel expenses will be at actual (limited to economy class air tickets/ 2nd AC rail fare) & will be borne by BHEL against submission of relevant documents. BHEL will arrange for Boarding and Lodging (BHEL guest house wherever applicable) for the consultants. Local conveyance based on actuals will be reimbursed.
- The rates will be valid until the entire scope of work is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

(Signature of authorized signatory & seal of the Firm)

Handwritten signature

Handwritten signature

Firm Details

Name of the Firm	
Address of the Bidders HQ	
Telephone Nos.	
Fax No.	
Mobile No.	
Email Address	
Date of Establishment	
Web Site Address (if any)	

Note: Details of other offices address may also be given in the same format

(Signature of authorized signatory & Seal of the firm)

Arnot

Arnot

(This is to be given on the letter head of the bidder)

NO DEVIATION STATEMENT

(Pl. strikes off the clauses, which is not applicable and tick the other)

NIT no. **BHEL: AA/CQ/TQM/22-23/DDS/01 Dated 06.07.2022**

With reference to above, this is to confirm that we have gone through all terms & conditions of the NIT before submission of our offer and noted the job content etc

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. THE FOLLOWING DEVIATIONS ARE BEING TAKEN

- a) Page no.....Para no.....
- b) Page no.....Para no.....
- c) Page no.....Para no.....
- d) Page no.....Para no.....

Along with cost of withdrawal of deviation (item-wise). In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be treated as NIL.

We confirm to have submitted offer strictly in accordance with tender instructions.

Place:

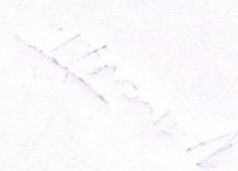
Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:



DECLARATION CERTIFICATE

To

Date:

Bharat Heavy Electricals Limited

BHEL House,

Siri Fort

New Delhi- 110049

Sub: NIT no. AA/CQ/TQM/22-23/DDS/01 Dated 06.07.2022

Dear Sir,

We hereby confirm that to the best of our knowledge & belief we are not (only due to "poor performance" or "corrupt and fraudulent practices") banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that to the best of our knowledge & belief neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BHEL or the Ministry of Heavy Industries and Public Enterprises.

We also confirm that to the best of our knowledge & belief we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of BHEL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BHEL by us.

Place:

Signature of Authorised Signatory

Name:

Designation:

Seal:

[Handwritten signature]

[Faint stamp]

Experience of the consulting firm**List of reference works**

(To be typed in the letterhead of the bidder)

Sl No.	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Zero date	Completion Date

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment Place & date

Signature & seal of the Authorized Signatory

Ashorty

CV of Team Members

(Please attach a separate sheet for Team Leader / Consultants)

1.	Name of the Team Member	
2.	Current Designation in the firm	
3.	Proposed position in this assignment	
4.	Years in the Firm	
5.	Date of Birth	
6.	Nationality	
7.	Education Qualification	
8.	No. of years of consulting experience	
9.	No. of years of consulting experience in similar works (for Team Leader/ Consultants only)	
10.	Area of Expertise	
11.	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any wilful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory

