



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
कॉर्पोरेट ज्ञानार्जन एवम् विकास, नोएडा
Corporate Learning and Development, Noida
(क्रय अनुभाग / Purchase Section)

TENDER ENQUIRY

Tender Enquiry Ref. No.: AA/CLD/2023-24/Coaching/01
Date: 19.07.2023

M/s

TENDER SUBMISSION DATE UPTO: 02.08.2023 (15:00 Hrs)
TENDER OPENING DATE (PART-I): 02.08.2023 (15:30 Hrs)

Sub: Open Tender Enquiry through BHEL GePNIC for Coaching Intervention for Senior Management at BHEL

Dear Sirs/Madams,

Bharat Heavy Electricals Limited (BHEL) is India's leading Public Sector Undertaking and flagship engineering and manufacturing company. Company's business spans across several core sectors of economy including transportation, defence, aerospace, oil & gas, power, transmission and renewables. BHEL is one of the few companies in the world having capability to manufacture the entire range of power plant equipment and has proven turnkey abilities for executing power projects from concept-to-commissioning. The power generation segment comprises of nuclear, hydro, thermal, gas and renewable power plant businesses. In an emerging landscape, BHEL is focussing on new areas as part of its transformational journey. The company is getting more vigorously into – Defence, Aerospace, Rail Transportation, e-mobility, Coal to Methanol, Carbon Capture, Hydrogen, Battery Energy Storage Solutions, Industrial Systems and Products, Additive Manufacturing, AI/ML etc.

The newer vistas of business calls for an innovative approach and a new leadership capability – which is aligned with organizational strategies and targets. The need for Coaching Intervention at BHEL, for its Senior Leaders is rooted in this context. The company would like to use the powerful tool of Coaching to create a paradigm shift in visioning, goal-setting, decision making and problem solving approach of its leaders, so as to enhance the performance of organization. With the help of Coaching, BHEL believes that it would unleash the potential of leaders, so that they are able to contribute more meaningfully and passionately in the transformation journey of BHEL. The focus of this intervention will be organizational performance and leadership capability enhancement through 'coaching conversations'. To be more precise, this intervention shall be taken as 'Leadership/Executive Coaching'.

In order to roll out this intervention, most competitive rates are invited from reputed bidders through BHEL GePNIC portal in **two-part bid** for Coaching Intervention for Senior Management at BHEL. Please submit your most competitive bid as prescribed in **BHEL GePNIC (<https://eprocurebhel.co.in>)** with acceptance of BHEL terms and conditions mentioned below. You are requested to submit your bid on or before **15:00 Hrs on 02.08.2023** in the manner explained below. Tender (Part-1) will be opened on **02.08.2023 (15:30 hrs)** through BHEL GePNIC (<https://eprocurebhel.co.in>)

Tel.: 0120-2416354, Mob. 9650384399, E-mail ravivkgupta@bhel.in, Home Pg. www.bhel.com
HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P.)
Regd. Office: BHEL House, Siri Fort, New Delhi-110049



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only. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website **BHEL GePNIC (<https://eprocurebhel.co.in>)** only. Bidders should regularly visit website to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender submission due date.

The bid shall not be considered other than <https://eprocurebhel.co.in>

Procedure in Two-Part bid for submission through BHEL GePNIC:

Part-I: Earnest Money Deposit (EMD) & Techno-Commercial Bid

This part shall consist of the following:

1) Earnest Money Deposit (EMD) of INR 84,960/- (INR Eighty-four thousand nine hundred sixty only) will be accepted only in the following forms before tender opening/ along with offer:

- Banker's cheque/ Pay order/ Demand draft in favour of "BHEL" payable at New Delhi
- Electronic Fund Transfer credited in BHEL account

<i>BANK NAME:</i>	<i>KOTAK MAHINDRA BANK</i>
<i>ADDRESS:</i>	<i>G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1</i>
<i>IFSC:</i>	<i>KKBK0000172</i>
<i>CA NO.:</i>	<i>9011196535</i>
<i>BANK ACCOUNT NAME:</i>	<i>BHARAT HEAVY ELECTRICALS LIMITED</i>

- Cash deposit as permissible under the extant Income Tax Act.
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Tender not accompanied with EMD or EMD submitted in any other forms/ modes other than mentioned above will not be accepted. Earnest Money Deposit is to be paid by each tenderer for securing fulfilment of any obligations in terms of the NIT.

a) **Forfeiture of EMD:** EMD by the Tenderer will be forfeited, if:

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.



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- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Work Order/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- b) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- c) EMD shall not carry any interest.
- d) EMD of successful tenderer will be retained as part of Security Deposit.

2) Techno-Commercial Bid:

- i. Duly filled, signed & stamped copy of Annexure- 1, 3, 4, 5, 6 & 7 with all supporting documents.
- ii. Unpriced copy of PRICE BID as per format enclosed as Annexure- 2.
- iii. A copy of complete NIT/ Tender Enquiry along with corrigendum, if any, where each page is signed & stamped by the bidder.

Tenderer must fill up **all the Annexures along with un-priced bid Annexure-2** and furnish all the required information as per the instructions given in various sections of the Tender Specifications in the **BHEL GePNIC (<https://eprocurebhel.co.in>)**. Each and every page of the Tender documents must be signed, stamped and submitted along with the offer by the Tenderer in token of complete acceptance thereof.

Part-II: Price-Bid

Only price bid in the prescribed **Price-Format Annexure-2** as per the **BHEL GePNIC (<https://eprocurebhel.co.in>)** should be attached in Part-II, duly signed & stamped. Prices shall be quoted in Indian Rupees only. Price Bid should not contain any technical details and/or commercial terms & conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

Part-II/ Price-Bids of only those bidders whose bids are found technically & commercially acceptable will be opened later through **BHEL GePNIC (<https://eprocurebhel.co.in>)** only.

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website **www.bhel.com**

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 **www.bhel.com** and shall immediately bring to the notice



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of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

For and on behalf of BHEL

Rajiv K. Gupta
Engineer (CLD Trg. & Purchase)

Annexures:

1. Pre - Qualifying Requirements (PQR) **(Annexure-1)**
2. Price Format **(Annexure-2)**
3. Scope of Work **(Annexure-3)**
4. Special Conditions of the Contract **(Annexure-4)**
5. General Conditions of the Contract **(Annexure-5)**
6. No Deviation Certificate **(Annexure-6)**
7. Self-Certification format **(Annexure-7)**



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Annexure-1

PRE - QUALIFYING REQUIREMENTS (PQR)

SI No	Criteria/ Requirement	Minimum Requirement	Documents/ Evidence
1	Experience of the bidder		
a)	On coverage	<p>Bidder, in the last seven (7) years (ending 30.06.2023), must have successfully executed similar Leadership/ Executive / Development Coaching Contracts for GMs & above positions in schedule A CPSE OR for Senior positions like GMs/ VPs (or Equivalent position having 25 years of experience) of top 100 companies of fortune 500(India) as per the following specifications</p> <ol style="list-style-type: none">1) 3 similar contracts for at least 12 Nos. of such executives as mentioned above in each contract or2) 2 similar contracts for at least 15 Nos. of such executives as mentioned above in each contract or3) 1 similar contract for at least 24 Nos. of such executives as mentioned above	<p>Copy of work order & Completion certificate</p> <p>Along with Self Certification that the same was conducted for senior positions as mentioned.</p>
b)	On cost	<p>Experience of having successfully completed similar Leadership/ Executive/ Development Coaching Contracts during last 7 years ending on 30.06.2023:</p> <p>Three similar completed contracts as mentioned above in SI No 1(a) costing not less than the amount equal to Rs 17 lakhs</p> <p>Or</p> <p>Two similar completed contracts as mentioned above in SI No 1(a) costing not less than the amount equal to Rs 21.2 lakhs</p> <p>Or</p> <p>One similar completed contract as mentioned above in SI No 1(a) costing not less than the amount equal to Rs 34 lakhs</p>	<p>Copy of work order & Completion certificate</p>



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c)	For Coaches	Bidder should provide coaches who are certified coaches having at least Professional Certified Coach (PCC) level certification from the International Coaching Federation (ICF) <u>These Coaches must be having:</u> a. At least 25 years of experience in academia/industry b. In last 7 years, experience to have taken Leadership/ Executive/ Development coaching sessions for <u>5 Nos. different</u> GMs & above positions in schedule A CPSE OR for <u>5 Nos. different</u> senior positions like GMs/ VPs (or Equivalent position having 25 years of experience) of top 100 companies of fortune 500(India). Further, for each of these 5 different people, a minimum of 6 sessions should have been taken by the respective coach.	Copy of valid certificate/mail provided by International Coaching Federation (ICF) and Self-Certification by the agency as per the given format in Annexure-7 .
2	Annual Turnover of the bidder	The bidder should have at least an average annual turnover of Rs 12.74 lakhs during the last three financial years 2019-20, 2020-21 & 2021-22. In case the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2020, 2021 & 2022.	Audited Balance Sheet and Profit & Loss Account indicating annual turnover OR Certificate from practicing Chartered Accountant indicating annual turnover of the bidder.

Note: Documentary evidence in support of all the above said stated requirements are to be provided along with the Techno Commercial bid.

BHEL reserves the right to ask the bidder/contractor to provide any or all of the original documents referred above at any time during bid evaluation and/or during the contract which bidder/ contractor has to comply. Failure to do so or furnishing of incorrect information will invite action as specified in the tender documents.

Signature of the bidder
With Institution/bidder Seal



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ANNEXURE- 2

Unpriced with Technical Bid (Part- I)

<u>PRICE FORMAT</u>		
S. N.	Description	Amounts (INR)
	<u>Scope of Work</u> a) Initial Group Briefing (Coaching Journey/ Roadmap) of Coaches and Coachees (10 Executives X 3 batches) and BHEL Team (8-10 Executives): 75 to 90 Minutes - Total 3 Online Sessions b) 6 (Six) one-to-one coaching sessions to be conducted (of 75 -90-minute duration each) for each Executive, spread over 7 months' time frame - 3 ONLINE and 3 OFFLINE Sessions c) Closing Group Session (Key Learning & Insights) of Coaches and Coachees (10 Executives X 3 batches) and BHEL Team: 75 to 90 Minutes - Total 3 Online Sessions d) Submission of Individual Reports of Coaching for each executive (which shall include Coaching journey, Key Learning and recommendations)	
1		
2	Total Amount for Coaching per Executive as per above defined scope (excluding GST)	
3	Total Amount for Coaching Program for 30 Executives (<i>Item no. 2 X 30</i>) (excluding GST)	
4	GST Rate applicable (in %age)	
5	GST Amount on Total Amount for Coaching Program (<i>Item no. 4 x item no. 3</i>)	
6	Grand Total for Coaching Program for 30 Executives (<i>Item no. 3 + item no. 5</i>) (Including GST)	

Note:

- 1- Quantity is subject to a variation of +/- Six (6) Executives.
- 2- Evaluation Criteria: The order will be placed on the bidder quoting the lowest cost (value at Row 3 above), i.e. L1 rate as per the evaluation process indicated in the NIT.

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ANNEXURE- 3

SCOPE OF WORK

- a) Initial Group Briefing (Coaching Journey/ Roadmap) of Coaches and Coachees (10 Executives X 3 batches) and BHEL Team (8-10 Executives): 75 to 90 Minutes – **Total 3 Online Sessions**
- b) 6 (Six) one-to-one coaching sessions to be conducted (of 75 -90-minute duration each) for each Executive, spread over 7 months' time frame – **3 ONLINE and 3 OFFLINE Sessions**
- c) Closing Group Session (Key Learning & Insights) of Coaches and Coachees (10 Executives X 3 batches) and BHEL Team: 75 to 90 Minutes - **Total 3 Online Sessions**
- d) Submission of Individual Reports of Coaching for each executive (which shall include Coaching journey, Key Learning and recommendations)

Notable Essential Points :	
A	<ol style="list-style-type: none">1. Coaching process requires one to one conversation between Coach and Coachee. Hence, ideally speaking each Coach shall have a Coachee. However, a Coach can have maximum three (3) Coachee only at any point of time.2. Bidder shall get Coach vetted from CLD, BHEL3. BHEL shall firm up the broad outlines/themes/topics of coaching sessions, in consultation with the Coaching agency/institution before formal inauguration of the event.
B	<p>For Offline Sessions, BHEL Executives shall reach the premises/offices of the bidder, where offline coaching sessions shall be conducted for the respective BHEL Executive. Boarding and Lodging of the BHEL Executive including the local transfers/travel shall be arranged by BHEL</p>



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ANNEXURE- 4

SPECIAL CONDITIONS OF THE CONTRACT

1. Contract Period:

- a. The contract period will be Twenty-Four (24) months from the date of award of Work Order.
- b. The Service Provider is required to begin the Coaching Program within 2 Weeks of intimation from BHEL for a batch of 10 Executives and complete the same within 7 months' time for each batch separately.
- c. Hence, for the 3 batches of 10 executives each, the start and end time may differ but shall remain within the overall contract period
- d. Completion period for individual batches shall be 7 months from the Initial Group briefing date for the respective batch.

2. Payment Terms:

- a) 14% of the "Total Amount for Coaching per Executive as per above defined scope (without GST)" (i.e. Amt. for Item no. 2 in Price Format, Annexure-2) plus applicable GST after completion of each one-to-one coaching session for each individual and submission of a valid invoice by the bidder. Bidder shall submit only one running invoice for a month. This means that for each executive, 84% payment shall be released after completion of the 6 one-to-one coaching sessions.
For Example, in Sep-23, if Coaching for 8 Executives was conducted and out of them, one (1) Executive had two (2) sessions, while others had one (1) session each, so in all there were 9 sessions taken in Sep-23. Accordingly, one bill for these sessions will be, 9 X 14% of the amount mentioned at Item No. 2 in Price Format (annexure-2), plus the applicable GST. More so, once the 6 sessions for any individual Executive are completed, then 84% payment for the respective Executive (as per Item No. 2 of Price Format) would have been disbursed to the bidder.
- b) After all the 6 sessions for all 10 executives in a batch is completed, including their Closing Group Sessions and respective report submission, balance (16%) payment along with applicable GST, shall be released (batch-wise), on submission of a valid invoice by the bidder.
- c) No interest shall be payable for delay in making the payment. The vendor shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.



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3. **Payment schedule:** Full payment except GST portion, shall be released within 60 days from the date of valid invoice, after successful completion of milestones as defined in above clause, as per the LOA/ Work Order duly verified by the executing department/user group. However, GST/taxes & duties (if any) shall be paid as per clause 12 of General Conditions of the Contract (GCC).
No advance payment shall be made under this contract.
4. **Liquidated Damages:**
 - i. **For a Batch:**
 - a. Applicable at the rate of 0.5% (of the total value of the contract) per week (after 2 weeks from date of intimation by BHEL) of delay in holding the initial briefing session.
 - b. Applicable at the rate of 0.5% (of the total value of the contract) per week of delay in completion of Coaching for a batch of 10 executives including Submission of Individual Reports for each executive (after a period of 7 months from the date of holding the initial briefing session)
 - c. The total LD levy on account of above mentioned points (a. & b.) is subject to a maximum of 10% of the total value of the contract.
 - ii. LD will be recovered from the running Bills.
5. The price quoted in the PRICE FORMAT of the NIT, will remain firm (fixed) for the entire contract duration.
6. Institute/ Bidder to submit "**No Deviation certificate**" as specified in Annexure- 6.
7. Bonus – Not applicable
8. ORC – Not applicable
9. PVC – Not applicable
10. **Confidentiality:** The bidder agrees to regard, preserve and keep as secret and confidential all "Confidential Information" of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality, hereunder the Vendor agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.
"Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use



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the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- I. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BHEL
- II. To only make copies as specifically authorized by the prior written consent of BHEL and with the same confidential or proprietary notices as may be printed or displayed on the original
- III. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause
- IV. To treat all Information for Coach-Coachee relationship and Reports of all Executives as Confidential Information

The vendor shall use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure or unauthorized access.

11. Applicable Contractual Variation: The quantity mentioned in the tender is tentative with the variation of +/- Six (6) Executives.
12. Replacement of Coach: The Coach-Coachee relationship shall be reviewed at both ends after 2 sessions of one-to-one coaching, for all the Coachees and if found unsatisfactory, Coach shall have to be replaced by the Coaching agency/institution, for the remaining Sessions of the respective Coachee.



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ANNEXURE- 5

GENERAL CONDITIONS OF THE CONTRACT

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.
2. Name of tenderer's/bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
3. The tenderers shall closely peruse all the terms & conditions and clauses & specifications indicated in the tender documents before quoting. If the tenderer has any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/ omission or the tender documents issued are incomplete or shall require clarification on any of the aspect/ scope of work etc., tenderer may contact the authority inviting the tender for clarification before the submission of the tender.
4. Tenderer must fill up all the Annexures and furnish all the required information as per the instructions given in various sections of the Tender Specifications. The information furnished should be correct & complete.
5. **ACKNOWLEDGEMENT OF ORDER:** Institute/Bidder should countersign & return back, as token of acknowledgement, the LOA/ Work Order issued by BHEL within 7 days of its receipt. Institute/Bidder should examine the LOA/ Work Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc. for rectification, if any. If the Institute/Bidder fails to give such intimation within seven days, it shall be deemed that no discrepancy has been found in the LOA/ Work Order.
6. The tenderer shall quote the rates in English Language and international numerals.
7. **Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.
8. **Tie:** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
9. The quoted rates will be firm for the contract period. No price variation and escalation due to increase in labour / material cost will be allowed.
10. The quoted rates are inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes & duties but excluding Goods and

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Service Tax (GST). The amount towards GST shall be indicated separately as specified in the price format.

11. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

12. TAXES AND DUTIES:

To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.

- a) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- b) GSTIN of BHEL is "09AAACB4146P2ZC".
- c) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- d) Payment to the contractor 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 & GST & any Other Applicable Act at the time of payment, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- e) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.
- f) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.
- g) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same
- h) Any Statutory variation in the rate of GST, taking place between the Bid Submission by seller and Bid End Date, shall be to the Seller's account. Hence, Seller must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the seller. In case seller fails to incorporate the same in bid, the seller will not be eligible for claiming any change in price due to such Statutory variation.
- i) Statutory variation in the rate of GST, taking place between the Bid end date and the original / re-fixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / re-fixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.



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In respect of contracts awarded under Direct Purchase and L-1 purchase, Statutory variation taking place after date of award of contract shall only be admissible subject to submission of documentary evidence and anti-profiteering compliance certificate to the Buyer. Changing Seller's offered price on GeM portal immediately after any such change in GST rates is seller's responsibility and in case of failure on part of seller, no increase shall be admissible for such changes taking place before award of contract under Direct Purchase and L-1 purchase.

- j) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- k) The Bill Form / On-line invoice shall be generated by the Seller which may interalia include the following confirmations from the Seller:
- a) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c) Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d) The seller shall provide an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- l) Payment of GST will be made after getting credit of the same
- m) In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.
13. **SUBLETTING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately.
14. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing the services in time.

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15. All necessary precautions with respect to safety and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his staff.
16. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
17. No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
18. **TERMINATION OF CONTRACT:** BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Contractor.
19. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
20. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
21. **RISK CLAUSE:** In case the contractor does not accept the work awarded to him or do not turn up after the award of Work Order, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.
22. **VALIDITY OF OFFER:** The offer/quotation/bid shall be kept open for acceptance for a minimum period of 90 days from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.
23. **SETTLEMENT OF DISPUTES:** Any dispute or difference shall be, to the extent possible, settled amicably between BHEL & Tenderer/Contractor, failing which the disputed issues shall be settled through arbitration. Tenderer/ Contractor shall continue to perform the order/contract, pending settlement of dispute(s).
24. **ARBITRATION AND CONCILIATION:**
 - a) 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 of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of

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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 by Head of the BHEL Unit/Region/Division 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 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 at New Delhi.

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

Subject to the arbitration in terms of Clause above, 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.

b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause.

The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

25. SECURITY DEPOSIT:

- i. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- ii. The total amount of Security Deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- iii. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work (within 7 days from the date of issue of Work Order). Balance of the Security Deposit can be collected by deducting 10% of the



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gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- iv. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- v. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

vi. Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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

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

- vii. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- viii. The Security Deposit shall not carry any interest.



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Ref. No. AA/CLD/2023-24/Coaching/01

ANNEXURE- 6

NO DEVIATION CERTIFICATE

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. WE HEREBY UNDERTAKE AND CONFIRM THAT WE HAVE UNDERSTOOD THE SPECIFICATIONS PROPERLY AND SHALL BE PROVIDING THE SERVICES MENTIONED IN THIS TENDER ENQUIRY.

**Signature of the bidder
With Company/Bidder Seal**

Name:

Company's name:

Address:

Date:

