

**Subject: Invitation to Bid for assessment of Behavioural Competency using Psychometric Tool**

Dear Sir/ Madam,

Bharat Heavy Electricals Limited (BHEL), a Govt. of India Enterprise, intends to engage services of an organization for providing 2100 licenses of professional psychometric tool/ personality assessment tool customized to our BHEL's Competency Framework for conducting competency assessment of executives

This tender is in two parts viz. Part-1 "Terms & Conditions and Scope of Work" and Part-2 "Price Proposal".

Part-1 will be opened on **26.03.2021 at 3.00 PM**, after the evaluation and verification of documents mentioned in Part 1, Part-2 shall be opened subsequently. Part-1 & Part-2 proposal shall be opened in the presence of bidder(s) authorised representative(s). Bidder(s) shall accordingly depute their representatives with due authorisation on 26.03.2021 at 3.00 PM

**Procedure for submission of sealed tender:**

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

This part shall consist of the following:

**1) EMD of INR. 10,080/- (INR Ten Thousand Eighty only) in the form of:**

- a. Banker's cheque/ Pay order/ Demand draft in favour of "BHEL" payable at New Delhi or Noida.
- b. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening.
- c. Cash deposit as permissible under the extant Income Tax Act (before tender opening)

Tender not accompanied with EMD/ EMD submitted in any other forms other than mentioned above will not be accepted. Earnest Money 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 as per NIT conditions, if:
  - 1) 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.
  - 2) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- 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) Bounded volume of Techno-Commercial Bid:**

- i. Duly filled, signed & stamped copy of Annexures with all supporting documents.
- ii. Unpriced copy of PRICE BID as per format enclosed as Annexure.
- iii. A copy of complete NIT along with corrigendum, if any, where each page is signed & stamped by the bidder.

**Part-II: Price Bid**

Price bid containing PRICES only is to be submitted (in the Price format enclosed). 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).

### **Making of Covers**

Cover – I: EMD. Offer received without EMD will not be considered.

Cover – II: Techno-Commercial Bid

Cover –III: Price Bid

Each cover should also indicate the Tender no., due date & Time as mentioned above and supplier's contact details with full address. The bidder must submit their tender as required in separate sealed covers prominently superscripted as:

1. Part – I/ (Cover – I & II) – EMD & Techno Commercial Bid
2. Part – II/ (Cover-III) - Price Bid

Bidders are requested to submit their offer in sealed cover by post or person at the Drop box at the below address so as to reach by 1100 hours on 26.03.2021.

A Malviya, AGM (People Strategy Group),

Corporate Office

Bharat Heavy Electricals Limited,

HRD & ESI Complex,

Plot No 25, Sector 16A,

Noida 201301

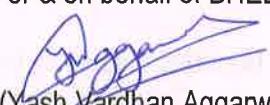
E-mail: [amalviya@bhel.in](mailto:amalviya@bhel.in), Phone: 0120-2416521

Please submit your lowest quotation along with the documents/ formats as mentioned in the Scope of Work & Terms and Conditions given at Annexure 1, so as to reach on or before the due date.

1	Tender No.	AA/PSG/ Competency/2020-21/01
2	Description	Engagement of service provider for assessment of Behavioural Competency using Psychometric Tool <b>as per BHEL's Competency Model</b>
3	Release of Tender Document	26.03.2021
4	Bid Submission Date/time	26.03.2021 by 11.00 AM
5	Bid Opening (Part I) Date/time	26.03.2021 at 3.00 PM
6	Bid Validity	120 days from opening of Part I bid 120 days from opening of Part II bid
7	Security Deposit	Security Deposit shall be 5% of the contract value

Thanking you,

Yours faithfully,  
For & on behalf of BHEL

  
(Yash Vardhan Aggarwal)  
Dy. Manager (People Strategy)

**(I) Pre-Qualification Requirements**

A. The tool(s) should have the following characteristics:

- 1) Robust, reliable and validated personality / psychometric assessment which should have been used for minimum 500 executives each in at least 2 organizations in India having more than 10000 employees during last 3 years.
- 2) Should conduct assessment for individuals online with duration being around 30 minutes which is customized to BHEL Competency model and provide score against each of the 25 Competency Elements mentioned in BHEL Model.

B. The bidder should have minimum 3 years' experience of conducting assessment of Competencies / personality assessment.

C. The bidder should have PAN (Permanent Account number) and GST Registration No.

D. The bidder should have GeM Seller ID.

**(II) Scope of Work****Major Activities**

To conduct assessment of Behavioural Competencies for **2100** executives of BHEL using online Psychometric Tool.

- 1) Generation of User Id & Password for all participants and Regeneration in case of forgotten User Id & Password and making the same available to the People Strategy Group.
- 2) Making available the Status of completion to People Strategy Group starting from the date of issue of Work Order.
- 3) To provide trouble shooting support whenever required.
- 4) To assist BHEL to draft a communication for circulation to all the participants giving detailed guidelines on the Tool administration. This will be sent by BHEL to all the Unit HR Coordinators/ Participants at the start of the Project.
- 5) Based on the participant responses, detailed score against each of the 25 competencies (on a scale of 0 to 10) shall be shared with People Strategy Group for each of the 2100 employees.
- 6) Service Provider can also provide a detailed individual profile report.

**(III) Time Frame & Deliverables**

SNo	Deliverables	By Date
1	Conducting behavioral competency assessment for 2100 executives of BHEL by providing Login Ids for online psychometric tool. This includes facilitating and providing assistance in generation of User-Id & Password, Regeneration in case of forgotten/ lost User-Id & Password, Making available the Status of completion starting from the date of issue of Work Order.	Login Ids to be issued within 15 days from the date of issue of Work Order
2	A consolidated summary of Competency wise scores (out of 10) including all 25 competencies mentioned in BHEL Competency Model, in excel in editable Soft Copy.	Within 30 days from the date of completion of the assessment test.
3	To create a detailed individual profile report indicating the scores (on a 10-point scale) on each of the 25 competencies and ways to improve score in each of these competencies. Service Provider will provide the access and means to download these reports for all respondents individually.	This deliverable is purely optional and no additional cost shall be built-in for this deliverable. This can be done within 45 days from date of completion of test.

#### **IV) Terms & Conditions**

##### **1) General**

- 2) Service Provider shall provide Complete, Time bound & Unconditional Support (Technical or otherwise) to BHEL towards the project for conducting Assessment of Behavioural Competencies using Psychometric Tool for a period of **1 year** from the date of issue of Work Order. This support includes Regeneration of forgotten/ lost User-Id & Password, ensure uninterrupted availability of link for using the tool, etc. Assistance in mismatch of data & retrieval of lost responses if any, etc during the office hours.
- 3) The Service Provider shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as advisers to BHEL, and shall at all times support and safeguard BHEL's legitimate interests in any dealings with any other Service Provider/s or third party.
- 4) Service Provider may seek clarification on the tender documents, if required, by 25.03.2021 any clarification sought must be sent in writing or by email at the above address. Service Provider is also advised to be in contact with us through our emails for updates, if any.
- 5) At any time before the scheduled date of submission of proposal, BHEL may, for any reasons, modify the tender documents by issuing an amendment. The amendment/ response to clarification(s), if any, will be sent in writing/ through email to the Service Provider and will be binding on them. BHEL may, at its discretion, extend the deadline for submission and/ or opening of the tender proposal.
- 6) Offer/ proposal received by BHEL after the deadline for submission of tender prescribed above will be rejected. BHEL shall not be responsible for any delay/ non-receipt of offer/ proposal by post.
- 7) BHEL reserves the right to reject the proposal, wholly or partially, without assigning any reasons whatsoever.
- 8) Sub-contracting of the project awarded to the Service Provider is not permitted. Alternatively, a certificate in this regard may be presented in case the project is being offloaded to its group company only.
- 9) Offer shall be complete in all respects and shall be submitted with requisite information and Formats. It shall be free from any ambiguity, cutting or overwriting. Correction, if any, must be initialed by the persons who sign the offer.
- 10) For preparation of offer, Service Provider is expected to examine the tender document in detail. Deficiencies in providing the information required may result in rejection of the offer.
- 11) The offer shall remain valid for a period of 120 days after the date of opening of bid.
- 12) Service Providers shall not on their own contact BHEL on any matter relating to their proposal after the opening of Part-1 Terms & Conditions and Scope of Work. Any effort by the Service Provider to influence BHEL in BHEL's evaluation, comparison or contract award decision may result in the rejection of the Service Provider's proposal.
- 13) The Service Provider should comply with all statutory requirements applicable for this contract.
- 14) If the services of the Service Provider are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the Service Provider does not rectify the non-performance notified, within the aforesaid notice period.
- 15) The Service Provider should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.



## 16) Submission of Tender Proposal

The tender is to be submitted in two parts consisting of Part 1: "EMD & Terms & Conditions and Scope of Work" and Part 2: "Price Proposal" in separate sealed envelopes in one envelope. The following will be submitted by the Bidders:

- i. All the pages of the Part-1 Terms & Conditions and Scope of Work duly signed & stamped by the authorised signatory of the Bidder. Acceptance of the Terms and Conditions and Scope of Work shall be indicated by return of signed copy of the Tender Document (on each page) by an authorised representative of the Bidder. Not complying with the above shall invite disqualification. Part-1 "Terms & Conditions and Scope of Work" shall not contain any price quotation. The "Part-1"Terms & Conditions and Scope of Work" shall be submitted in a sealed Envelope (envelope no.1) with tender details and closing date duly super-scribed on the top and marked "Part-1"Terms & Conditions and Scope of Work".
- ii. Submission of following formats to be enclosed in envelope no. 1:
  1. Part 1 Terms & Conditions and Scope of Work Proposal submission form (Format A)
  2. No Deviation Certificate (Format A-1)
  3. Declaration Certificate (Format A-2)
  4. Organization Details and Credentials (Format A-3)
  5. Experience Certificate (Format A-4)
  6. Schedule for Completion of Activities (Format A-5)
  7. NEFT (Format A-6)
  8. Unpriced Schedule B-1 (without values) indicating "Q" in the desired columns
- iii. The "Price Proposal" with details of offered price shall be submitted in a sealed Envelope (envelope no.2) with tender details and closing date duly super-scribed on the top and marked "Price Proposal". The Price Proposal shall be made in "Price Proposal Submission form", Format-B and Schedule B-1. The Bidder shall quote price strictly as per the Price Schedule (Schedule B-1).
- iv. The costs on account of preparation of proposal, negotiation, discussion etc., as may be incurred by the Bidder in the process of finalization of the contract are not reimbursable by BHEL. The price will be inclusive of all expenditures to be incurred by the Service Providers and no expenditure other than those quoted in the Price Schedule will be entertained by BHEL on any account for the defined 'Scope of Work'.
- v. For preparation of the "Price Proposal", Bidder is expected to take into account the requirements and conditions of the tender documents.
- vi. All prices to be quoted by the Bidder will be in Indian Rupees only on firm price basis and to remain valid during the duration of the Contract.
- vii. Price Proposal will be evaluated based on the activities mentioned in the price bid format in Schedule B-1. Change in price proposal is not allowed. Any deviation may lead to disqualification. Unsolicited fresh/ revised price bids at a later date shall not be entertained.
- viii. In case of any computing error, Unit rates shall prevail. However, if there is a discrepancy between words and figures, the higher amount shall be considered for evaluation and lower amount shall be considered for ordering.

The above said Envelopes no. 1 & 2 should be placed in another envelope, which again should be duly sealed with tender details and closing date super-scribed and indicating the name of the Service Provider. The above envelopes should be marked as "To be opened by addressee only" and delivered to the address mentioned as above. All the above tender documents shall automatically become a part of the order/ contract after its finalization.

## 17) Evaluation Criteria

BHEL shall carry out detailed evaluation of the bids to determine that the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder (s) & may load the bids for price for accepting the deviation.

Based upon the evaluation, BHEL shall determine the techno-commercially acceptable bidders.

Subsequently, Price bid shall be opened in respect of techno-commercially acceptable bids only.

Most beneficial bid to BHEL shall be considered as L1 bid.

**18) Micro and Small Enterprises (MSE)**

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

Type under MSE	SC/ST owned	Others
Micro		
Small		

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

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

**19) Contract Agreement**

The Service Provider will be required to sign a contract agreement for the project within seven days of the date of issue of Work Order.

**20) Duration of Contract**

The contract be valid from the date of issue of Work Order till the completion of deliverables mentioned in the Scope of Work upto a maximum period of 1 year.

**21) Security Deposit**

The Service Provider should deposit an amount of 5% of the Total Contract value as Security Deposit within 15 days of award of contract. The deposit will be in the form of a Bank Guarantee(BG) as per BHEL format. The BG will be valid for the duration of the contract.

**22) Reporting & Review of Progress**

BHEL will appoint a Project Coordinator to coordinate with the Service Provider for day to day activity or sharing any information required by BHEL / Service Provider. The Service Provider will indicate a time frame for stage-wise completion of the project and submission of the deliverables, identified as per Format A-5.

**23) Confidentiality**

Service Provider as well as BHEL shall not, either during the term or after the expiry of this Contract disclose any information relating to the Project, the Services, this Contract, or business or operations etc

without the prior written consent of either of the organisations. Similarly, both the organisations shall not use the documents for purposes unrelated to this contract without the prior written approval of the authorized officer.

#### **24) Documents/ Reports/ Deliverables:**

Reports & documents submitted by the Service Provider shall become and remain the property of the BHEL. BHEL may use these outputs with the sole purpose & objective of Employees Development. BHEL will be authorised to use the intellectual property contained in the report for its own internal purposes in accordance with the contract. BHEL can, make copies, distribute, modify and create derivate works of the reports.

#### **25) Service Provider's Personnel & their Deployment**

The Service Provider shall identify a Project Leader to act as focal point for all interactions with BHEL, throughout the entire period of the project. Except as the BHEL may otherwise agree, no changes shall be made in the Personnel deployed. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Personnel;

- (a) The Service Provider shall provide as a replacement a person of equivalent or better qualifications and experience.
- (b) If BHEL finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the BHEL's written request specifying the grounds thereof, provide as a replacement, a person with qualifications and experience acceptable to BHEL.
- (c) The Service Provider shall have no claim for additional cost arising out of or incidental to any removal and/ or replacement of Personnel.

#### **26) Payment Terms**

Payment will be made upon completion of activities as specified at Time Frame and Deliverables under Scope of Work, after certification by authorized officer as per the following schedule:

<b>Sno</b>	<b>Deliverables</b>	<b>Payment Schedule</b>
1	Providing Login Ids for online psychometric tool. This includes facilitating and providing assistance in generation of User-Id & Password, Regeneration in case of forgotten/ lost User-Id & Password, Making available the Status of completion starting from the date of issue of Work Order.	60% of the Contract Value
2	A consolidated summary of Competency wise scores (out of 10) including all 25 competencies mentioned in BHEL Competency Model, in excel in editable Soft Copy in CD.	40% of the Contract Value

#### **27) Procedure of Payment**

Payment shall be admissible on submission of invoice in duplicate along with supporting documents complete in all respect after due verification subject to other terms and conditions mentioned below in Taxes and duties and certification of satisfactory completion on behalf of BHEL by the "authorized officer", after completion of specified Deliverables. Payment will be made to the accounts of the Service Provider electronically. The service provider will have to intimate the bank account no. and other details of the bank to enable BHEL to credit the payments directly into the service provider's account. Best efforts shall be made to release the payment within 30 days from the date of receipt of invoice along with NEFT details. However, no interest will be paid by BHEL for any delay in making payment.

Further, No Advance Payment will be made and Invoice raised shall be certified by the official in-charge of BHEL and the payments will be made, within 30 days by NEFT/RTGS from the date of receipt of invoice subject to conditions mentioned at in Taxes & Duties)

## 28) 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. Payment shall be made to the service provider 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.
- b. BHEL reserves the right to protect its interest against any loss on account of GST credit.
- c. GSTIN of BHEL will be provided to the service provider along with the work order.
- d. Any new change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. 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 amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- f. Applicable GST shall also be recoverable from the service provider in case of LD recovery/ Penalty on account of breach of terms of contract.

## 29) Commencement, Completion, Modification & Termination of Contract

### a) Effective Date of contract

This Contract shall come in to effect on the date of issue of Work order by the BHEL.

### b) Commencement of Services

The Service Provider shall begin carrying out the activities as per the scope of work within 10 days from the date of issue of work order by BHEL.

### c) Completion of Services

The Project will be deemed to have been completed when all the Deliverables have been met, verified and certified and accepted by BHEL by the "Authorised Officer".

### d) Penalty Clause

If the Service Provider fails to deliver and successfully implement the proposed solution within the stipulated time schedule as prescribed under Scope of work or by the date extended by BHEL due to reasons directly attributable to Service Provider, the Service Provider, shall be liable to pay as penalty, which would be at 0.5% of the Contract Price for delay of each week or part thereof from the scheduled date subject to a ceiling of 10% of the total Contract Price.

### e) Modification

Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the BHEL and the Consultancy Agency.

### f) Extension of Time

**Any period within which the Service Provider shall pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Service Provider was unable to perform such action as a result of Force Majeure or other reasons attributable to BHEL.**

### g) Merger & Acquisitions:

In case of mergers and acquisitions of Service Provider, all the contractual conditions and obligations shall automatically get transferred to acquiring vendor and in such case the acquiring vendor must assume all the obligations of the contract till the end of the contract period.



## **h) Termination**

BHEL may terminate this Contract by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (i) through (v) given below:

- i. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as BHEL may have subsequently approved in writing.
- ii. If the Service Provider becomes insolvent or bankrupt.
- iii. If, as the result of Force Majeure, the Service Provider is unable to perform for a period of not less than sixty (60) days Or
- iv. If the Service Provider, in the judgment of BHEL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- v. If BHEL in its sole discretion, decides to terminate this Contract.

("Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution).

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BHEL).

## **i) Payment upon termination**

Upon termination of this Contract BHEL shall settle the payment/s only for the deliverables actually executed prior to the date of such termination. No further payment shall be made on termination.

## **j) Issue of Notice**

All notices, communications & references shall be deemed to have been duly given to the Service Provider, if delivered to the Service Provider or his authorized local representative or left at the address either of the Service Provider or his authorized local representative. The address of the Service Provider or his authorized local representative shall be furnished to the authorised officer and shall include name, designation etc.

## **k) Arbitration & Conciliation Arbitration**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 30 days of receipt of the complete Notice.

The language of arbitration shall be English. The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

### **Conciliation**

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

#### Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Appendix No. I to this GCC. The Appendix I together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

#### No Interest payable to Seller

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by the Buyer to the Seller/Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill etc., due from the Buyer to the Seller/Contractor.

#### **I) Laws governing the Contract**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

#### **m) Jurisdiction of Court**

Courts at New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

#### **n) Default/ Breach of Contract, Insolvency and Risk Purchase**

If the Service Provider fails to provide the required services as per the Contract within the period(s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Service Provider being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Service Provider being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchase without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Service

Provider's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Service Provider and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services not so delivered or others of a similar description where services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Service Provider and the Service Provider shall be liable to the purchaser for any excess costs provided that the Service Provider shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Service Provider shall on no account be entitled to any gain on such repurchases.

Cost of the services made by the Purchaser at the risk and cost of the Service Provider shall be worked out after levying 30% overheads as departmental charges on the cost of services so purchased/hired.



**Part 1 Terms & Conditions and Scope of Work Proposal Submission Form**

Service Provider's Proposal Ref. No. and Date:

Service Provider's Name and Address:

Person to be contacted: (Name & Designation)

Telephone No.: FAX No.: E-Mail ID :

To,

Dear Sir/ Madam,

We hereby propose to conduct behavioral competency assessment for 2100 executives of BHEL by providing Login Ids for online psychometric tool., as outlined in your tender documents.

We have understood the instructions and the terms and conditions mentioned in the tender documents furnished by you and have thoroughly examined the detailed scope of Work laid down by you and are fully aware of the nature and scope of services required.

We hereby confirm our unconditional acceptance and compliance to the provisions and terms and conditions contained in the tender documents. We declare that the services will be rendered strictly in accordance with the requirements.

We hereby furnish our Part 1 Terms & Conditions and Scope of Work proposals comprising of:

1. Part 1 Terms & Conditions and Scope of Work Proposal submission form (Format A)
2. No Deviation Certificate (Format A-1)
3. Declaration Certificate (Format A-2)
4. Organization Details and Credentials (Format A-3)
5. Experience Certificate (Format A-4)
6. Schedule for Completion of Activities (Format A-5)
7. NEFT (Format A-6)
8. Unpriced Schedule B-1 (without values) indicating "Q" in the desired columns

Our Price Proposal is being submitted in a separate sealed envelope as per the requirement of tender documents.

Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the "Part 1 Terms & Conditions and Scope of Work" by BHEL.

If you accept our proposal, we agree to complete the work covered under the scope within completion schedule. Detailed bar chart of different activities for complete scope of services will be submitted within 7 days of award of contract (in Format A-5).

We also understand that any deviation to the Tender Condition will make us liable for disqualification.

Date :.....

Authorised Signatory.....

Place.....

Name.....

Designation.....

Common Seal.....



**No Deviation Certificate**

This is to declare that we do not have any deviations in the stipulations of the Tender No AA/PSG/ Competency/2020-21/01 Date: 04.03.2021 and accordingly accept all the stipulations without any reservations whatsoever.

Date :.....  
Place.....

Authorised Signatory.....  
Name.....  
Designation.....  
Common Seal.....

**Declaration Certificate**

We do hereby declare that there is no case with the Police/ Court/ RBI/ IRDA/ SEBI/ Regulatory Authorities against the Proprietor/ Firm/ Partner. Also, we have not been suspended/ black listed by any other Govt. Ministry/ Department / Public Sector Undertaking/ Quality Assurance Body/ Autonomous Body/ Financial Institution/ Court. We also certify that neither our Firm nor any of the Partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

Date :.....  
Place.....

Authorised Signatory.....  
Name.....  
Designation.....  
Common Seal.....



**FORMAT A-3****Organization Details and Credentials of applicant****1 Details of Service provider**

Name of the organization	
Type of Organization (Pvt/ Public /Partnership, etc.)	
Date of Incorporation	
Address of Corporate / Head / Registered Office	
Phone Number of Registered office	
Website	

**2. Details of Tool**

Name of the tool	
Date of launch of tool	
Developed by	
Average Testing Time (min)	
Allowed time (min)	
No. of sittings	
Whether customizable to BHEL Competency Model	
Number of Validation studies on tool and their reference	

**3. Contact Person for the Applicant**

Name		Designation
Address		Email
Telephone	Office:	Mobile No.



### Experience of using this tool during last 3 years

**To be submitted on the letter Head of the bidder's organisation**

1	Name of the Project/ Assignment	
2	Name & Contact details of the Client/ organisation	
3	Details of Services Provided/ Nature & scope of work	
4	Start & End Date of Contract (Between 01.01.2018 to 31.12.2020)	
5	Work experience certificate issued by client	
6	No. of employees in the organization	
7	No. of employees on whom this tool was administered	
8	Remarks	

### Schedule for Completion of Activities

Date :.....

Place.....

Authorised Signatory.....

Name.....

Designation.....

Common Seal.....

(Note: The Service Provider may use additional sheets of like size and format, if required)

**FORMAT A-6****NEFT Format**

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

**Enclosed:** A photocopy/Cancelled copy of one leaf from my cheque book for the codes required above. I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Date : .....  
Place.....

Authorised Signatory.....  
Name.....  
Designation.....  
Common Seal.....



**FORMAT B**

**Price Proposal Submission Form**

**Price Bid for conducting assessment of Behavioural Competency using Psychometric Tool**

Bidder's Proposal Ref No. and Date:

Bidder's Name and Address:

Person to be Contacted: (Name & Designation)

Telephone No.: FAX No.: E-Mail:

To,

Dear Sir,

- 1.0 We hereby propose to conduct behavioral competency assessment for 2100 executives of BHEL by providing Login Ids for online psychometric tool., as outlined in your tender documents.  
We have understood the instructions and the terms and conditions mentioned in the tender documents furnished by you and have thoroughly examined the detailed scope of Work laid down by you and are fully aware of the nature and scope of services required.  
We hereby confirm our unconditional acceptance and compliance to the provisions contained in the tender documents. We declare that the services will be rendered strictly in accordance with the requirement.
- 2.0 We declare that the prices quoted in enclosed Schedule B-1 are our prices in Indian Rupees on firm price basis for the entire scope of services detailed in tender documents.
- 3.0 We declare that the above quoted lump sum charges are firm and shall not be subject to any variation for the entire period of the project. We further declare that the above quoted prices include all taxes, duties and levies payable by us under aforesaid project excluding GST.
- 4.0 Our proposal shall remain valid for acceptance for a period of **120 days** from the date of opening of the "Technical & Commercial Proposal" by BHEL.

Dated.....

Place.....

Authorised Signatory.....

Name.....

Designation.....

Common Seal.....



**SCHEDULE B-1**  
**Priced Schedule**

We hereby offer our "price proposal" for providing Professional Counselling to employees under BHEL's Employee Assistance Programme, PEACE as per terms and conditions as provided in the tender documents.

Sno	Activity	Rate / Fee per license in Rs. (In figures) & (in words)
1	2	4
1	Providing license for psychometric / personality assessment tool customized to BHEL Competency model to conduct competency assessment online for approx. 2100 executives and provide score against each of the 25 Competency Elements mentioned in BHEL Model for individuals.	

Note:

1. Rates to be quoted both in figures and words.
2. Rates quoted are exclusive of taxes

Dated.....  
 Place.....

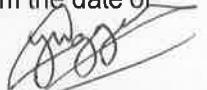
Authorised Signatory.....  
 Name.....  
 Designation.....  
 Common Seal.....



## Appendix I to the NIT for Invitation to Bid

### BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. **Format 3** shall be used by the Customer/Collaborator/Contractor for invoking the Conciliation Clause. If the invitation issued by Customer/Collaborator/Contractor is deficient/non-compliant/not clear etc., then, the Unit/Division/Region/Business Group shall forward the **Format 3** to the Customer/Collaborator/Contractor as per **Format 2** hereto for filling up and forwarding its Claim, Consent etc.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-7**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.



9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- On the date of signing of the Settlement agreement by the Parties; or,
- By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

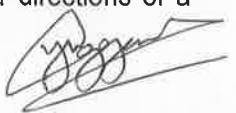
23. The Conciliator(s) shall be entitled to following fees and facilities:

SNo	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC



SNo	Particulars	Amount
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.



30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
- admissions made by the other party in the course of the Conciliator proceedings;
- proposals made by the Conciliator;
- The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



| Particulars |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Particulars |
| Particulars |
| Particulars |
| Particulars |

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No./MoU/Agreement/LOI/LOA & date \_\_\_\_\_

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated \_\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

**Format 3 to BHEL Conciliation Scheme, 2018**

**FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR  
REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,  
BHEL

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No. \_\_\_\_\_ & date \_\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation. We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,  
(Signature with stamp)

Authorized Representative of Contractor  
Name, with designation

Date



Page 24 of 25

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note—** The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

**FORMAT-7****FORMAT FOR INTIMATION TO THE OTHER PARTY ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION TO THE OTHER PARTY ABOUT APPOINTMENT OF CONCILIATOR/IEC WITH A COPY TO CONCILIATOR(S)**

Ref: Contract No ..../MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

This is reference to letter dated ----- from you inviting Bharat Heavy Electricals Limited to refer the disputes to conciliation and consenting to appointment of Conciliator(s).

In this regard it is intimated that the Competent Authority has accepted your invitation to Conciliate and has appointed the following persons as Conciliator(s) for conciliating for possibly assisting the parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the BHEL Conciliation Scheme, 2018.

Name and contact details of Conciliator(s)

- a) .....
- b) .....
- c) .....

You are requested to submit the Statement of Claims or Counter-Claims before the Conciliator(s) in **Format 5** (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

