



कॉर्पोरेट ज्ञानार्जन एवम् विकास
CORPORATE LEARNING AND DEVELOPMENT
भारत हैवी इलेक्ट्रिकल्स लिमिटेड, नोएडा
BIHARAT HEAVY ELECTRICALS LIMITED, NOIDA
क्रय अनुभाग / PURCHASE SECTION

TENDER ENQUIRY

Tender Enquiry Ref. No.: AA/CLD/PUR/2022-23/PMP/01

Date: 12.12.2022

M/s

TENDER SUBMISSION DATE UPTO: 04/01/2023 (15:00 Hrs)

TENDER OPENING DATE (PART-I): 04/01/2023 (15:30 Hrs)

Sub: Open Tender for Engaging an Authorized Training Partner of PMI for the Project Management Professional (PMP) certification preparatory Training (Online) & certification exam for 25 Nos. executives

Dear Sirs/Madams,

We are pleased to invite offers, in two-part, for Engaging an Authorized Training Partner of PMI for the Project Management Professional (PMP) certification preparatory Training (Online) & certification exam for 25 Nos. executives. Please submit your most competitive bid with acceptance of our terms and conditions mentioned below. You are requested to submit your sealed bid so as to reach this office on or before **15:00 Hrs on 04/01/2023** in the manner explained below. **BHEL will not be responsible for any delay in receipt of tender(s), sent by post/ courier.** All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> 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. Bids received late shall be ignored. Part-I bid of the Tender will be opened in this office at **15:30 Hrs on 04/01/2023** in the presence of the representative of the bidders who may choose to be present.

The bid shall be sent by post/ courier or dropped in the Tender Box placed at **Room no. 103 (First Floor), Human Resource Development Institute (HRDI), Corporate Learning and Development (CLD), Bharat Heavy Electricals Limited (BHEL), HRD & ESI Building, Plot No. 25, Sector – 16A, NOIDA – 201301 (U.P.)**

Procedure for submission of sealed tender:

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

This part shall consist of the following:

- 1) **Earnest Money Deposit (EMD)** of INR 25,260/- (INR Twenty five thousand two hundred sixty only) will be accepted only in the following forms:

HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P.)

Regd. Office: BHEL House, Siri Fort, New Delhi-110049

Website: www.bhel.com



1168/22/2022/00-CLD-HRDI

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- i. Banker's cheque/ Pay order/ Demand draft in favour of "BHEL" payable at New Delhi (along with offer)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)

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

- iii. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- iv. 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) (along with offer)
(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:

- i. 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.
- 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.

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2) Bounded volume of Techno-Commercial Bid:

- i. Duly filled, signed & stamped copy of Annexure- 1, 3, 4, 5 & 6 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.

Part-II: PRICE BID

Price bid containing PRICES only is to be submitted (in the Price format enclosed as **Annexure-2** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Applicable Tax rates by the Government during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

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

These three separate covers i.e. Cover I, II & III shall together be enclosed in a fourth envelope and this sealed cover shall be super-scribed with Tender No., Due Date and Time and submitted to this office. The Quotation should reach this office at the following address, latest by **15:00 hrs on 04/01/2023**.

**Tender Box, Room no. 103 (First Floor),
Human Resource Development Institute (HRDI),
Corporate Learning and Development (CLD),
Bharat Heavy Electricals Limited (BHEL)
HRD & ESI Building, Plot No. 25, Sector – 16A,
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Your quotation should reach this office latest by **15:00 Hrs on 04/01/2023**. Part-I/ (Cover-I & II) Techno - Commercial Bid will be opened first at **15:30 Hrs on 04/01/2023** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or are not in the prescribed formats are liable to be rejected. Part-II/ (Cover-III) Price-Bids of only those parties whose bids are found technically & commercially acceptable will be opened later, for which separate intimation will be sent in due course of time.

Tender documents can be downloaded from BHEL Website <http://www.bhel.com> and e-CPP Portal <http://eprocure.gov.in/cppp/>. Any future addendum/corrigendum to the tender will be uploaded on BHEL website and e-CPP portal only. All bidders are requested to refer above websites periodically for latest information about the tenders before submission of their bid.

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 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



(Banwari Singh)

Dy. General Manager (CLD)

BHEL, HRD & ESI Complex, Plot No. 25,

Sector-16A, Noida-201301 (U.P.)

Off: 0120-2416219 / +91 9810508137 Email: bs@bhel.in

Annexures:

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



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Annexure-1

Tender Ref. No. AA/CLD/PUR/2022-23/PMP/01

PRE - QUALIFYING REQUIREMENTS (PQR)

| Sl. No. | Eligibility Criteria | Documents |
|---------|---|---|
| 1. | The Party should be authorized / Accredited Training Partner (ATP) from Project Management Institute (PMI) | Documentary evidence: For authorization / accreditation Letter: Certificate issued from Project Management Institute (PMI) |
| 2. | The party should have the capability to conduct training sessions & certification exams through online platform. | Certification by the bidder. |
| 3. | Experience of successfully completing similar works (i.e. for organizing the PMI (Project Management Institute) Project Management Training and professional certifications) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ul style="list-style-type: none"> • Three similar work costing more than INR 5.05 lakhs each OR • Two similar work costing more than INR 6.32 lakhs each OR • One similar work costing more than INR 10.10 lakhs | Work Completion Certificate clearly mentioning the similar work completed and value (in Rs.), along with a copy of PO / Letter of Agreement / LOI |
| 4. | Should have average Annual Financial Turnover of minimum Rs. 3.79 Lakhs in the last three years i.e. 2019-20, 2020-21 & 2021-22. This must be the individual company turnover and not of any group of companies. | Balance Sheet and Profit & Loss Account for FY 2019-20, 2020-21 & 2021-22. In case Audited Balance Sheet and Profit & Loss Accounts statements are not available then a certificate from CA mentioning the Turn over details is to be furnished for 2019-20, 2020-21 & 2021-22. |
| 5. | Should have Positive net worth during last 3 years | Balance Sheet for FY 2019-20, 2020-21 & 2021-22. |

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| | | |
|----|---|---|
| 6. | Should have PAN number and GST registration number. | Self-attested copies of PAN number and GST registration number. |
| 7. | Not have been debarred/black-listed by any Government Agency/Public Sector Undertaking/ICAI as on date of RFP submission. | An undertaking on organization's letter head duly signed by authorized officer. |

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.

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Signature of the bidder

With Institution/bidder Seal



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Annexure-2

Tender No. AA/CLD/PUR/2022-23/PMP/01

Price Format

| S. No. | Description | Unit Price (INR) | GST Rate (in %) | GST Amount (INR) | Unit Price including GST (INR) | Quantity (in Nos.) | Total Amount excluding GST (INR) | Total Amount including GST (INR) |
|--------|---|------------------|-----------------|------------------|--------------------------------|--------------------|----------------------------------|----------------------------------|
| 1 | Project Management Training Fees from Authorized Training partner of PMI as applicable to meet eligibility for appearing in PMP certification exam | | | | | 25 | | |
| 2 | PMI Certification Fees | | | | | | | |
| 2.1 | PMP Certification Exam Fees | | | | | 25 | | |
| 2.2 | PMI membership Fees | | | | | 25 | | |
| 2.3 | Chapter Fees | | | | | 25 | | |
| | Total PMI Certification Fees | | | | | 25 | | |
| 3 | GRAND TOTAL Training & Certification Fees (excluding GST) | | | | | | | |
| 4 | GRAND TOTAL Training & Certification Fees (including GST) | | | | | | | |

Note: Evaluation of bid shall be done on overall lowest cost to BHEL basis i.e. S. No. 3 of Price Format as above.

Signature of the bidder:

Name:

With Institution/bidder Seal:

Date:

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Annexure-3

Tender No. AA/CLD/PUR/2022-23/PMP/01

SCOPE OF WORK

Project Management Training from Authorized Training partners of Project Management Institute (PMI) as applicable to meet eligibility for appearing in PMI's Project Management Professional (PMP) certification exam for 25 Nos. Executives of BHEL.

Complete Mentoring support towards appearing for PMP Examination from Application form filling till appearing for PMP certification Examination.

Total Duration of the Contract – 6 Months

~~12/12/22~~



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Annexure-4

Tender No. AA/CLD/PUR/2022-23/PMP/01

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. Contract Period:

The Service Provider is required to begin the Training within 2 Weeks of intimation from BHEL. The contract period will be six months from the start of training.

2. Payment Terms:

| Sl. No. | Deliverable/Actions (Total Duration of the Contract – 6 Months) | Payment |
|--|---|--|
| 1 | a. Award of Work Order to the successful bidder. b. Preparation period (02 Weeks) for Mobilization of resources of Training | NIL |
| 2 | a. Completion of Project Management Training from Authorized Training partners of PMI as applicable to meet eligibility for appearing in PMP certification exam b. Submission of valid invoice | 100 % of Project Management Training Fees |
| After completion of Works as per Sl. No. 2(a), Party is required to take prior written confirmation from BHEL for payment of respective PMP Certification Exam & other fees to PMI towards selected eligible candidates. | | |
| 3 | a. Successful completion of registration process of 25 Nos. Executives for the project Certification Exam including successful payment of respective PMP Certification Exam fees, PMI membership Fees and Chapter Fees. b. Submission of valid invoice | 100 % PMI Certification Fees which consisting of PMP Certification Exam fees, PMI membership Fees, And Chapter Fees |



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3. **Payment schedule:** Full payment except GST portion, shall be released within 30 days from the date of invoice after successful completion of programme 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 15 of General Terms & Conditions (Annexure-5) of the NIT.
4. **Liquidated Damages:** Applicable at the rate of 0.5% per week of delay in conducting Project Management Training subject to a maximum of 10% of the total value of the contract will be levied. LD will be recovered from the running Bills.
5. The price quoted in the PRICE FORMAT of the NIT, shall 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



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Annexure-5

Tender No. AA/CLD/PUR/2022-23/PMP/01

GENERAL TERMS & 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. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be **duly signed & stamped** and sent in a sealed cover super scribing the name of Tender as a given in the tender notice.
3. Tenders can either be deposited/submitted in tender box in person or sent by Courier/ Registered/ Speed Post to the address mentioned in NIT. It shall be Institute's/bidders' responsibility to ensure that tenders are delivered in time. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". The tenders received after the due date and time of submission shall be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Institute's/Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
6. No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
7. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
8. 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.
9. 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. **Each and every page of the Tender Specifications must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER by**

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the Tenderer in token of complete acceptance thereof. The information furnished should be correct & complete.

10. **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.
11. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
12. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.
13. **Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.
14. **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.
15. **TAXES AND DUTIES:**
 - a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
 - b) To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi or as directed by the paying authority from time to time.
 - c) Vendor to submit the copy of GST returns along with the bill, so that timely input tax credit can be availed by BHEL.
 - d) Digital tax invoice shall be preferred.



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- e) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- f) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- g) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- h) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor 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, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
- i) Applicable GST shall also be recoverable from the vendor in case of LD recovery/penalty on account of breach of terms of contract.
- j) 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) etc.
- k) The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file return as per respective extant rule.

16. **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.

17. **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/Bidder.

18. **SETTLEMENT OF DISPUTES:** Any dispute or difference shall be, to the extent possible, settled amicably between BHEL & Institute/Bidder, failing which the disputed issues shall be settled through arbitration. Institute/Bidder shall continue to perform the order/contract, pending settlement of dispute(s).



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19. 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 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.



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BHARAT HEAVY ELECTRICALS LIMITED, NOIDA
क्रय अनुभाग / PURCHASE SECTION

20. 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 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.

[Handwritten signature]
12/12/22



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Annexure-6

Tender No. AA/CLD/PUR/2022-23/PMP/01

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 Institution/Bidder Seal**

Name:

Designation:

Company's name:

Address:

Date: