



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

### CORRIGENDUM

Corrigendum no.1/BHEL/PS-M/NTPC-BG/01, Dated : 01.09.2021

RFP Ref no.: BHEL/PS-M/NTPC BG01 Dated 30<sup>th</sup> July 2021

**Name of Work:** Engagement of a Consulting Firm for Formulation of cost saving and timely execution strategies and implementation roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis

The terms & conditions of the RFP reference cited above are modified/ clarified to the extent indicated below under column "Revised RFP Clause".

S.No.	RFP Reference	RFP Existing Clause	Revised RFP Clause						
A	Section 2, Clause 2.1 Definition  Page 12 of 65	<p>“Similar work” is defined as “Consultancy engagement involving cost reduction and/ or timely execution strategies <b>and/or</b> its implementation for <b>a single</b> large (<math>\geq</math> Rs 500 Cr) EPC projects in energy/utilities sector<sup>1</sup></p> <p><sup>1</sup> Global Industry Classification Standard (GICS) 2018, S&amp;P Global, MSCI <a href="https://bit.ly/2OnXK52">https://bit.ly/2OnXK52</a></p>	<p>“Similar work” is defined as “Consultancy engagement involving cost reduction and/ or timely execution strategies <b>and/or</b> its implementation for <b>a single</b> large (<math>\geq</math> Rs 500 Cr) EPC projects in energy/utilities sector<sup>1</sup> and Steel Industry.</p> <p><sup>1</sup> Global Industry Classification Standard (GICS) 2018, S&amp;P Global, MSCI <a href="https://bit.ly/2OnXK52">https://bit.ly/2OnXK52</a></p>						
B	Section 3, Clause 3.1 (b) & (c) Pre-Qualification criteria  Page 19 of 65	<p><b>b) Experience of the consulting firm</b></p> <p>The bidder must have undertaken similar works during the last seven years (2014-15 to 2020-21/ 2014-2020):</p> <p><b>c) Experience of Key Personnel</b></p> <table><tr><td>Partners/ Director/ equivalent</td><td>Minimum 15 (fifteen) years of consulting experience including 7 (seven) years in similar works</td></tr><tr><td>Project Manager</td><td>Minimum 10 (Ten) years including 5 (Five) years in similar works</td></tr><tr><td>Consultants (minimum 4 nos)</td><td>Minimum 3(Three) years consulting experience years in similar works</td></tr></table>	Partners/ Director/ equivalent	Minimum 15 (fifteen) years of consulting experience including 7 (seven) years in similar works	Project Manager	Minimum 10 (Ten) years including 5 (Five) years in similar works	Consultants (minimum 4 nos)	Minimum 3(Three) years consulting experience years in similar works	Refer definition of Similar work as per S.No. ‘A’ above
Partners/ Director/ equivalent	Minimum 15 (fifteen) years of consulting experience including 7 (seven) years in similar works								
Project Manager	Minimum 10 (Ten) years including 5 (Five) years in similar works								
Consultants (minimum 4 nos)	Minimum 3(Three) years consulting experience years in similar works								
C	Section 3, Clause 3.2  Evaluation of Techno-commercial bid  Page 19 of 65	“Similar Works” appearing in this section	Wherever “Similar Works” word is appearing, revised definition is a per S.No. ‘A’ above						



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S.No.	RFP Reference	RFP Existing Clause	Revised RFP Clause
D	Section 3, Clause 3.2.1, Techno-commercial evaluation Criteria  Page 20 & 21 of 65	<b>Experience of the team deployed</b> during the last seven years (2014-15 to 2020-21/ 2014-2020) (max marks: 45): Clause C (i), C (ii), C (iii), C(iv)	For revision in this Clause / Section, Refer Annexure –A (Revised Section 2 & 3 of RFP) referred in the replies to Pre bid queries.
E	Cover Page of RFP Page 1 of 65	Bid submission : 02nd September 2021	Bid submission : <b>24th September 2021</b>
F	Section 1, Clause 1.1, Invitation for Bid  Page 5 of 65	Due date & time for submission: On or before 02nd September 2021, 11:00 hrs IST  Date & time of opening of Part-A -unpriced Bid : 02nd September 2021 at 14:00 hrs at Corporate Office, BHEL House, Siri Fort, New Delhi-110049 or, as informed on tender portal	Due date & time for submission: On or before 24th September 2021, 11:00 hrs IST  Date & time of opening of Part-A -unpriced Bid : <b>24th September 2021 at 14:00 hrs</b> at Corporate Office, BHEL House, Siri Fort, New Delhi-110049 or, as informed on tender portal
G	Section 1, Clause 1.1, Bid Submission Guidelines  Page 5 of 65	The bidders shall submit their bids either in the 'Tender Box' placed at reception of the Corporate Office, BHEL House, Siri Fort, New Delhi-110049 or send the same by pre-paid registered post or by recognized courier so that they are received on/before 02nd September 2021, 11:00 hrs.	The bidders shall submit their bids either in the 'Tender Box' placed at reception of the Corporate Office, BHEL House, Siri Fort, New Delhi-110049 or send the same by pre-paid registered post or by recognized courier so that they are received on/before <b>24th September 2021, 11:00 hrs.</b>
H	Section 1, Clause 1.12, Due Date  Page 8 of 65	Bids must be submitted on or before 02nd September 2021, 11:00 hrs IST or extended date/time if any.	Bids must be submitted on or before <b>24th September 2021, 11:00 hrs IST</b> or extended date/time if any.
I	Section 1, Clause 1.14, Opening of bid  Page 8 of 65	The technical & commercial bid (PART-A) shall be opened on 02nd September 2021, 14:00 hrs IST at BHEL House, Siri Fort, New Delhi 110049, in the presence of authorized representatives of the bidders, who may like to be present.	The technical & commercial bid (PART-A) shall be opened on <b>24th September 2021, 14:00 hrs IST</b> at BHEL House, Siri Fort, New Delhi 110049, in the presence of authorized representatives of the bidders, who may like to be present.

**Note : All interested parties are required to go through the replies of pre bid queries issued by BHEL against this RFP along with existing RFP.**



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021															
1	5	Sec-1 Invitation for Bid	8	Due Date & Time for Submission of Bid: 2nd Sep-2021	As the Bid requires Global Credentials along with certified supporting documents, certain time period would be required to arrange the same, hence bidder request for <b>extension of time for Bid submission by at least 4 weeks</b> from the date of response of pre-bid queries.	Last Date is extended upto 24th September 2021															
2	13	Sec-2	2.3.2 - Scope of Work	Details of the above projects/site shall be intimated to the bidders well before submission of the bid.	Bidder request BHEL to share the project details in pre-bid meeting clarifications, so that Bidder will be able to provide a competitive proposal.	<b>Name of the Projects :</b> <table><tr><th>Project</th><th>Rating</th><th>Customer</th></tr><tr><td>Project A</td><td>4x210 MW + 3 x 500 MW</td><td>NTPC Kahalgaon</td></tr><tr><td>Project B</td><td>1 x 800 MW</td><td>TSGENCO Kothagudem</td></tr><tr><td>Project C</td><td>1 x 800 MW</td><td>TANGEDCO, North Chennai</td></tr><tr><td>Project D</td><td>2 x 500 MW</td><td>NTPL Tuticorin</td></tr></table>	Project	Rating	Customer	Project A	4x210 MW + 3 x 500 MW	NTPC Kahalgaon	Project B	1 x 800 MW	TSGENCO Kothagudem	Project C	1 x 800 MW	TANGEDCO, North Chennai	Project D	2 x 500 MW	NTPL Tuticorin
Project	Rating	Customer																			
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Project D	2 x 500 MW	NTPL Tuticorin																			
3	13	Sec-2	2.3.2 - Scope of Work	Stage-II: Diagnostic and initiative design - Engineering optimisation a. Review of existing engineering methodology for baseline costing.	This scope item is same as asked in Stage I, point b & c. Please clarify if our understanding is correct or if BHEL had additional scope. This is required to avoid any scope creep during execution.	In Stage II : In-depth study needs to be done, whereas in Stage I overall view to be taken.															
4	13	Sec - 2	2.3.1 Objective	Formulation of <b>Cost Saving</b> and Timely Execution Strategies and Implementation Roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis.	With the proposed scope, Bidder believe that the Cost saving strategy is limited to the Direct Cost only and not for the Indirect cost items.  BHEL to please confirm that the following cost areas are excluded from the Scope of Cost Saving Strategies; - Value Engineering	Direct Cost, Value Engineering and Contract management are to be considered along with all other elements of scope of work defined in RFP. For rest of the points in this query, Bidder understanding is correct.															



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					<ul style="list-style-type: none"> <li>- Factory Cost</li> <li>- Manpower (Blue Collar &amp; White Collar)</li> <li>- Finance Cost</li> <li>- Quality, Safety &amp; Sustainability</li> <li>- Wastages</li> <li>- Productivity &amp; Utilisation</li> <li>- Logistics</li> <li>- Contract Management incl. Claims</li> </ul>	
5	14	Sec - 2	2.3.2 Scope of Work	Procurement	How much % of Procurement is from Outsource & Inhouse. Is there any FGD equipment outsourcing from outside India.	Shall be shared with successful bidder after signing of NDA with the bidder
6	14	Sec - 2	2.3.2 Scope of Work	Execution Excellence & Project Managementc. Conduct cross functional workshops to understand reasons for delay and cost overruns and deliberate on global best practices	Will these cost overrun & delays would be specific to previous FGD projects undertaken by BHEL or it will be generalised reasons for overruns of previous Thermal Power Plant executed by BHEL.	Experience of existing FGD projects shall be shared with successful bidder.
7	14	Sec - 2	2.3.2 Scope of Works	Stage-II: Diagnostic and initiative design Execution excellence & Project Management	BHEL to please confirm that the scope does not require bidder to review & recommend on existing Project Management processes / practices and Approval matrix of BHEL for various Finance related functions.	Review of existing project management practices is under the scope of the work
8	14	Sec-2	2.3.2 - Scope of Work	Stage-II: Diagnostic and initiative design Engineering optimisation <b>b. Benchmarking, gap analysis and setting targets for engineering optimisation.</b>	<p><b>Please clarify this scope, is it related to Cost baselining or benchmarking of design &amp; engineering parameters. Bidder believe that this is related to various costs being considered in the Projects / Cost baselining only.</b></p> <p>BHEL to confirm broad <b>benchmarking indicators / areas</b> looking for this assignment. Bidder will provide the benchmarks which are <b>publicly available or available in the PwC database</b>, as the these information are very confidential in</p>	It is upto the bidder what benchmark indicators he proposes for the studies. During business presentation, same shall be evaluated by BHEL committee.



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					nature and Bidder has signed NDAs with the Clients on such database.	
9	14	Sec-2	2.3.2 - Scope of Work	Stage-II: Diagnostic and initiative design Engineering optimisation c. Conduct Idea generation & <b>deliberation over global best practices</b> thru workshops with relevant stakeholders in BHEL	Carrying out this scope item will require significant support from the BHEL, extensive discussions with different stakeholders etc. Bidder request BHEL to appoint nodal officers nominated from different functional areas who will be responsible for providing the inputs.  Please confirm.	Shall be shared with successful bidder after signing of NDA with the bidder
10	14	Sec - 2	2.3.2 Scope of Work	Stage II Diagnostic & Initiative Design  Engineering Optimisation b. Benchmarking, gap analysis and setting targets for engineering optimisation. d. Listing of optimisation levers including layout & design	Bidder request BHEL to limit this scope up to layout optimisation / Basic Engineering Optimisation / Optimisation related Balance of Plants as majority of the equipments would be the proprietary of the OEM/Collaborators, where bidder will not be having the sufficient data or control to review and further Value Engineering.  Or Request BHEL to specify the broad areas / parameters / benchmarks which they are looking for the Optimisation perspectives, this will give the Clarity on the deliverables to the Bidder.	BHEL expect consultant to provide list of optimization levers including layout and design.  Detailed design engineering review is not part of studies
11	14	Sec-2	2.3.2 - Scope of Work	Stage-II: Diagnostic and initiative design Execution excellence & Project Management <b>e. Develop efficient &amp; effective techniques for project management to complete project within time, cost and quality parameters thru in-house project management tools viz. Integrated Project Management System (IPMS) etc.</b>	The scope item related to <b>"development of efficient &amp; effective techniques for project management"</b> is very open ended; we request BHEL to please elaborate on the scope and the requirements.  Additionally, please clarify if IPMS is already deployed in-house or has to be provided by PwC.	Bidder can suggest Industry Best Project Management and Execution Strategies which needs to be implement in BHEL for timely completion of FGD projects.  We are already having IPMS



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12	15	Sec-2	2.3.3- Duration	The total duration will be for a period of <b>04 months (120 days)</b> to complete the deliverables under the scope of the bidder. The total programme may need to be extended as required in order to accommodate the various initiatives. However, any such extension shall not be beyond 15 days.	The timelines are very stringent considering 4 Nos. separate FGD project and the scope of works related to global benchmarks / industry best practices, various workshops with stakeholders and development of implementation roadmap etc. Bidder request BHEL to <b>increase the timeline by another 6 weeks and additional 2 weeks for final report submission.</b>	Last Date is extended upto 24 <sup>th</sup> September 2021
13	16	Sec-2	2.3.4- Terms of Payment	<b>Payment Terms;</b> Stage-I: Inception Report - Nil Stage-II: Diagnostic and Initiative Design - 5% * Stage-III: SMART Implementation Roadmap - 5% * Stage-IV: Final Report - 90%  * Stage wise 5% payment will be payable against the BG and will be released after submission & acceptance of Final report and final payment. <b>Payment will be made 45 days after submission of bill</b> certified for payment.	<b>Proposed Payment Terms;</b> Advance Payment - 10% Inception Report - 20% Subsequent 2nd & 3rd Report - 20% each Final Report Handover - 15% Final Report Acceptance - 15%  Payment will be made <b>within 30 days</b> after submission of bill certified for payment.  Please give the clarity on the acceptance criteria, timelines, and acceptance process from the client. In case of no response or comments or approval from Client within 7 days on the submitted report it shall be considered as deemed approved and the invoice shall be processed.	Refer Annexure -A (Revised Section 2 & 3)
14	16	Sec-2	2.3.3- Schedule of Deliverables	Inception Report along with baseline costing Submission <b>Timeline - T + 3 Weeks</b>	<b>Proposed Timeline: T + 4 Weeks.</b> This much Time is required to understand the existing provisions, discussions with various team members and to prepare & submit the Inception report for review.	Refer Annexure -A (Revised Section 2 & 3)
15	18	Sec-3	3.1 - b: Definition	Similar Work is defined as consultancy engagement involving	<b>Project Management Advisory Services / PMO or Schedule Management or Cost Management</b>	Refer Annexure -A (Revised Section 2 & 3)




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				of Similar works <b>cost reduction and / or timely execution strategies and/or its implementation</b> for a single large (>=INR 500 Cr.) EPC projects in <b>energy / utilities sector.</b>	<b>or Financial Management or development of Investment Plan or Financial Due Diligence</b> shall be considered as similar works. The objective of these are primarily developing the strategies for Time & Cost / budget and support in implementation throughout the project duration.  <b>Time &amp; Cost Management shall be considered as Optimisation strategies.</b>  <b>Similar Work should not be restricted only to Energy &amp; Utility Sector it should consider all Infrastructure / Industrial / Metals &amp; Minerals sectors (like (Metros / Chemical Plant / Steel &amp; Aluminum / Airport / Museums etc.) plant as the procurement and construction project lifecycle across the where the Time &amp; Cost optimisation or Management works has been carried out by the bidder.</b>	
16	20	Sec-3	3.2.1 - C (i) to (iii) - Experience of Team Deployed	Lead Partner Experience: <b>Projects must be undertaken in last 7 years.</b> (i) 10 Nos. projects of Similar works (ii) 10 Nos. projects of Similar works with Govt. companies. (iii) 5 Nos. consultancy assignments for thermal power projects.	Experience of the team deployed during the <b>fifteen years (2006-07 to 2020-21/2006-2020) (max marks: 05).</b> <b>Please confirm that the same projects are eligible in multiple categories, i.e. in category (i), (ii) and (iii).</b>  Remarks: Approx.20-25 Nos. projects in last 7 year of similar assignment would be a challenging task as the Partner looks after multiple sectors and services within the firm. Hence request to make it last 15 years at Lead Partner level for better evaluation of experience / work carried out in past.	Refer Annexure -A (Revised Section 2 & 3)



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17	20	Sec-3	3.2.1 - C - (iii) Experience of Team Deployed	Number of consultancy engagements undertaken by lead partner/ partners involving cost reduction and/or performance improvement strategy formulation and implementation for large value EPC projects for <b>thermal power plants among Indian companies</b> , each assignment having a value of at least Rs 41 lacs	As the scope expectation is also to bring in the Global best practices / benchmarking, <b>Global Thermal Power project experience</b> should also be considered for evaluating the Lead Partner, <b>executed in last 15 years.</b>	Refer Annexure -A (Revised Section 2 & 3)
18	20	Annexure 13 to 16	3.2.1 - C(i) to (iv)	Experience of the team deployed	We understand that proposed Consultant CVs are not required in the format mentioned in Annexure-13 to 16 as it is mentioned for Clause 3.2.1 C (i) to (iv) which is for Lead Partner & the proposed Manager. Please confirm. Other team members CVs will be as per the format given on Annexure-9 CV of Team Members	Refer Annexure –B
19	20	Annexure 13 to 16	3.2.1 - C(i) to (iv)	Experience of the team deployed	<b>Experience of a staff on similar projects while being a part of another previous organization</b> should be considered. Since these individual experience credentials are not available from a Company's departure experience certificate, <b>Self-certification and Partner's certification for the CV should be considered.</b> Please confirm.	Refer Annexure -A (Revised Section 2 & 3) and Annexure-B
20	20	Sec - 3	3.2.1 - C	Experience of team deployed	<b>Subject Matter Expert</b> should be the part of team for overall guidance and supervision from technical perspectives and shall be evaluated with a maximum marks of 15. This score shall be adjusted from Lead Partner overall score of 35 marks. Below is the proposed criteria for SME as mentioned below;  <b>Criteria:</b> Number of similar works undertaken by proposed subject matter expert for thermal	Refer Annexure -A (Revised Section 2 & 3)  





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					power plants among Indian companies, each assignment having a value of at least Rs 41 lacs. The subject matter expert should have worked on at least 3 Nos. FGD projects. SME must have at least 5 years of working experience with Indian Navratna/ Maharatna CPSEs/ Govt. organizations. <b>Max Marks: 15</b> <b>Scale/Scheme of Marking:</b> 5 projects and above - 10 Scoring based on the normalization with above ceiling	
21	21	Sec-3	3.2.1 - D - (i) - 2 - Business Presentation	Availability of <b>Strategic Tools models</b> , researchable database and application of same in similar assignments	Bidder believes that a <b>Strategic tool (IT based tool)</b> will not be required in executing the scope of work. The <b>Approach &amp; Methodology</b> submitted by the Bidder will be based on the benchmarks, database, best project management practices and the existing provision of BHEL for all the 4 nos. FGD projects, which <b>is equivalent to a strategic tool</b> . Please confirm our understanding.. However an IT based Project Monitoring tool can be built based on the BHEL's requirement to monitor the implementation roadmap based on finalised Time & Cost optimisation levers and KPIs. Please confirm.	Refer Annexure -A for Revised Section 2&3
22	22	Sec-3	3.2.1 - (X)	Engagement Team resources: Onsite team will consist of <b>1 Lead Manager</b> , 1 Project manager and minimum 4 Consultants at any point	Whether a separate Lead manager is required for the said scope of works? We understand that the team structure is that of 1 Partner/ Leader, 1 Project manager + 4 Consultants (including 1 SME). Please confirm our understanding.	Refer Annexure -A (Revised Section 2 & 3)
23	22	Sec - 3	3.2 - C (v)	For various evaluation parameters as mentioned above, only completed works (works starting and, 90% or more scope	We believe that Copy of Work orders would be sufficient for ongoing works. We request client to allow ongoing projects where progress attained should be <b>50% or more, as 50% progress would</b>	Refer Annexure -A (Revised Section 2 & 3)



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				completing during the said period) shall be considered as consulting engagement	<b>be enough</b> to proof experience in both strategy & implementation works.	
24		Sec - 3	3.1 - B - Experience of the Consulting Firm	The bidder must have undertaken similar works during the last <b>seven years (2014-15 to 2020-21/2014-2020)</b>	The bidder must have undertaken similar works during the <b>fifteen years (2006-07 to 2020-21/2006-2020)</b>	Refer Annexure -A for Revised Section 2&3
25		Sec - 3	3.2.1 - B - Experience of the Bidder	Experience of the Bidder during the <b>last seven years (2014-15 to 2020-21/2014-2020) (max marks: 10)</b>	Experience of the Bidder during the <b>last fifteen years (2006-07 to 2020-21/2006-2020) (max marks: 10)</b>	Refer Annexure -A for Revised Section 2&3
26	27	Sec-4 - GCC	4.11	Force Majeure	Bidder request Client to please include <b>COVID- 19 pandemic &amp; epidemic force majeure condition</b> which might impact bidder's delivery as well as any related travel. If there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent. Provision for Work from Home for the portion of work to be mutually discussed.	COVID is not an unforeseen in present condition. In case of another wave of COVID, delay on account of COVID restriction will be considered based on the prevailing Central / State Govt guidelines at that time.
27	33	Sec-5 SCC	5.6	Price Reduction Schedule: In case of bidder fails to complete the services within stipulated period unless such failure is due to force majeure or due to BHEL's default, there will be reduction in contract	Bidder shall be dependent on inputs / clearances/ approvals / documents etc. from Client for timely completion of milestones. Bidder should not be held responsible if the work is delayed due to external factors/ dependencies/reasons beyond bidder's control. Therefore, bidder request Client	RFP conditions prevail



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				price @2% for each week of delay in or part thereof subject to maximum of 10% of contract price.	to ensure the timely availability of all the pre-requisites on time and bidder shall not be responsible for any delays attributable to Clients. The <b>maximum reduction should be restricted to 5%.</b>	
28	33	Sec-5 SCC	5.2	<p>The total duration will be for a period of 04 months (120 days) to complete the deliverables under the scope of the bidder. The total programme may need to be extended as required in order to accommodate the various initiatives. However, any such extension shall not be beyond 15 days.</p> <p>The scope of the work order should be completed during this period as per the timelines specified. However, <b>if the delay in delivery is due to Force Majeure conditions or reasons attributed to BHEL, BHEL may extend this contract for a further period beyond the scheduled contract completion date without any cost implication to BHEL.</b> For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BHEL and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery</p>	<p>This can lead to delay in payments and deployment of team beyond the initial stipulated time period. <b>BHEL shall allow bidder to claim for additional Cost of the extended duration based on the mutually agreed rates.</b></p>	<p>Only Time extension may be considered based on merit of the case.</p> <p>Refer Annexure-B</p>



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				period will not be construed as condonation of delay.		
29	24 of 65	4, General Conditions of Contract	4.5	Rights of BHEL  To terminate the Contract or withdraw a portion of work and get it done through other agency the consulting firm shall pay the complete/balance/ excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by BHEL in any of the following cases.	We request BHEL to modify this clause which is as under:-  To terminate the Contract or withdraw a portion of work and get it done through other agency due to reasons Solely attributable to the Contractor, the consulting firm shall pay the complete/balance/ excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by BHEL in any of the following cases.	RFP conditions prevail
30	25 of 65	4, General Conditions of Contract	4.5(v)	Rights of BHEL  v) Termination of contract on account of other reason/s attributable to the selected bidder.	We request BHEL to modify this clause which is as under:-  v) Termination of contract on account of other reason/s Solely attributable to the selected bidder.	RFP conditions prevail
31	25 of 65	4, General Conditions of Contract	4.5(vii)	Rights of BHEL  vii) Non-compliance to any contractual condition or any other default attributable to the selected bidder.	We request BHEL to modify this clause which is as under:-  Non-compliance to any contractual condition or any other default Solely attributable to the selected bidder.	RFP conditions prevail
32	25 of 65	4, General Conditions of Contract	4.5 (x)	<b>New point added as 4.5 (x)</b>	<b>In case of termination of Contract due to whatsoever reasons, BHEL shall pay to the Contractor all the cost incurred by them up till the date of such termination.</b>	Not acceptable
33	28 of 65	4, General Conditio	4.11	<b>New Lines added in Force Majeure</b>	We request BHEL to add the following lines in Force Majeure clause which is as under:-	COVID is not an unforeseen in present condition. In case of another wave of COVID, delay on account of COVID restriction will be





**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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		ns of Contract			Further, the Parties agree that should the performance of the Service and/ or Deliverables under this Contract be delayed or become impossible in consequence of the currently existing Covid-19-Virus pandemic/ epidemic such delay or impossibility shall be treated within the meaning of Force Majeure although such Covid-19-Virus pandemic/ epidemic was already existent at the time of conclusion of this Contract and the regulations of Force Majeure shall apply accordingly.	considered based on the prevailing Central / State Govt guidelines at that time.
34	30 of 65	4, General Conditions of Contract	4.17	<b>Liabilities</b>  The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract . BHEL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.	We request BHEL to modify this clause which is as under:-  The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event <b>Solely</b> attributable to the bidder's management of the contract . BHEL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.	RFP conditions prevail
35	30 of 65	4, General Conditions of Contract	4.17	<b>Limitation of liability ( New Clause)</b>	As this a must clause in every PSU tender because it defined the liability of Contractor, so we request BHEL to add the following clause :-  Notwithstanding elsewhere mentioned the maximum liability of Contractor towards Company for whatsoever reason including any loss & damages shall be limited to 10 % of the Contract Value and neither parties shall be liable to the other party for any special, indirect	Following clauses added at 4.17 (Limitation of Liability) <b>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed 10% of Price of the Agreement or the Work Order. The Supplier shall not in any case be</b>



**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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					or consequential Losses such as, but not limited to, loss of revenue, loss of use of the Plant, loss of power, costs of capital or costs of replacement power.	liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.  Refer Annexure B
36	33 of 65	5, Special Conditions of Contract	5.6	Price Reduction Schedule (PRS)  In case the successful bidder fails to complete the services within stipulated period, unless such failure is due to force majeure as defined earlier or due to BHEL's default there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price. The delay shall be counted after initial grace period of 15 days indicated at 5.2 above.	We request BHEL to modify this clause which is as under:-  In case the successful bidder <b>due to reasons Solely attributable to them</b> fails to complete the services within stipulated period, unless such failure is due to force majeure as defined earlier or due to BHEL's default there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price. The delay shall be counted after initial grace period of 15 days indicated at 5.2 above.	RFP conditions prevail
37	SCC, 39	35 of 65	5.9	<b>Termination by BHEL Default (New Clause)</b>	As per Tender issued by you . There is no termination right to Contractor incase of BHEL Default . We request you to insert the following Clause :-  5.9 Contractor shall have the right to terminate the contract without giving any reason by giving 15 days notice.  5.1 Contractor may terminate this Contract, by	Not acceptable



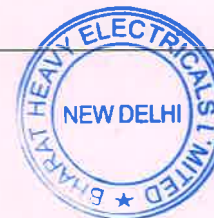
**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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					<p>not less than thirty (30) day's written notice to BHEL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:-</p> <p>a) If BHEL fails to pay any money due to Contractor pursuant to this Contract and not subject to dispute within thirty (30) days after receiving written notice from Contractor that such payment is overdue.</p> <p>b) If BHEL is in material breach of its obligations pursuant to this contract and has not remedied the same within thirty (30) days or such longer period as Contractor may have subsequently approved in writing) following the receipt by Contractor notice specifying the breach.</p> <p>c) If BHEL becomes bankrupt or insolvent.</p> <p>d) If, as the result of Force Majeure, Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days."</p>										
38	13 of 65	2	2.3.2	<p>Scope of Work: Identified 4 projects for the scope of work under the present RFP are as follow: Project-A(4x210 MW+3x500 MW) Project-B1x800 MW Project-C1x800 MW Project-D2x500 MW</p> <p>Details of the above projects/site</p>	<p>We request to kindly share the details of the projects such as:</p> <p>1. Name of the Project and location</p> <p>2. Current Progress of the project.</p> <p>3. SPOC's for the project</p>	<p>1. Name of the Project and location</p> <table><tr><th>Project</th><th>Rating</th><th>Customer</th></tr><tr><td>Project A</td><td>4x210 MW + 3 x 500 MW</td><td>NTPC Kahalgaoon</td></tr><tr><td>Project B</td><td>1 x 800 MW</td><td>TSGENCO Kothagudem</td></tr></table>	Project	Rating	Customer	Project A	4x210 MW + 3 x 500 MW	NTPC Kahalgaoon	Project B	1 x 800 MW	TSGENCO Kothagudem
Project	Rating	Customer													
Project A	4x210 MW + 3 x 500 MW	NTPC Kahalgaoon													
Project B	1 x 800 MW	TSGENCO Kothagudem													



**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				shall be intimated to the bidders well before submission of the bid.		Project C	1 x 800 MW	TANGEDCO, North Chennai
						Project D	2 x 500 MW	NTPL Tuticorin
						2. Shall be shared with successful bidder 3. Shall be shared with successful bidder		
39	21 of 65	3	3.2.1 D	Business Presentation: Approach & Methodology	Kindly confirm whether the Approach & methodology should be submitted as part of Technical proposal or shall only be assessed during the Business presentation.	Approach and methodology shall be assessed during business presentation and shall not be part of technical proposal		
40	17 of 65	2	2.3.4	Terms of Payment: Number of days for certification.  "BHEL's authorized officer will duly authenticate & certify each document before processing the claim"	Currently the RFP does not specify the timelines for approval of particular deliverable from the date of submission. We request you to consider following:  "BHEL's authorized officer will duly authenticate & certify each document within 7 days from the date of submission of deliverable before processing the claim"	Refer Annexure -A for Revised Section 2&3		
41	16 of 65	2	2.3.3	Schedule of Deliverables: Zero date: T 1. Inception report with baseline costing: T+4 week 2. Diagnostic and initiative design: T + 8 week 3. SMART implementation roadmap: T + 12 week 4. Final Report: T + 16 week	Looking at the depth of study, the time required to complete each stage should be revisited. We request you to consider following delivery schedule keeping overall timelines as 16 weeks. 1. Inception report with baseline costing: T+4 week 2. Diagnostic and initiative design: T + 8 week 3. SMART implementation roadmap: T + 12 week 4. Final Report: T + 16 week  Zero date: T	Refer Annexure -A for Revised Section 2&3		
42	17 of 65	2	2.3.4	Terms of Payment: Number of days for payment. "BHEL, through electronic fund transfers, shall	Currently the RFP does not specify the timelines for approval of particular deliverable from the date of submission.	Refer Annexure -A for Revised Section 2&3		



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				make payment within 45 days after submission of bills certified for payment"	We request you to consider following:  "BHEL, through electronic fund transfers, shall make payment within 15 days after submission of bills certified for payment"	
43	16 of 65	2	2.3.4	Terms of Payment. 1. Inception report with baseline costing: - 2. Diagnostic and initiative design: 5% 3. SMART implementation roadmap: 5% 4. Final Report: 90%	The current payment schedule is pretty much back ended wherein the project requires even spread of efforts throughout the project duration. Hence, we request you to consider following payment schedule for smooth cash flow during execution: 1. Inception report with baseline costing: 10% 2. Diagnostic and initiative design: 20% 3. SMART implementation roadmap: 30% 4. Final Report: 40%	Refer Annexure -A for Revised Section 2&3
44	16 of 65	3	3.1 (b)	Experience of Consulting Firms: Definition of Similar Works. "Similar work" is defined as "Consultancy engagement involving cost reduction and/ or timely execution strategies and/ or its implementation for a single large ( $\geq$ Rs 500 Cr) EPC projects in energy/utilities sector.	We request you to consider following definition for Similar Works:  "Similar work" is defined as "Consultancy engagement involving time reduction and/ or cost reduction and/ or timely execution strategies and/ or Portfolio/ Project Management Office and Advisory and/ or its implementation for a single large ( $\geq$ Rs 500 Cr) EPC projects in energy/utilities sector and/ or manufacturing/ process industries with Annual turnover of $\geq$ Rs. 500 Cr	Refer Annexure -A for Revised Section 2&3
45	16 of 65	3	3.1 (b)	Experience of Consulting Firms: Definition of Similar Works	We understand that the project showcased as part of similar work may be executed for Developers/ Owner/ EPC contractor wherein the project value is more than 500 Cr. Please clarify.	Refer Annexure -A for Revised Section 2&3
46	20 of 65	3	3.2.1 (C)	Experience of the team deployed:  C- i: Number of similar works	We understand the number of project showcased shouldn't necessarily be executed by single partner, cumulative of projects executed	Refer Annexure -A for Revised Section 2&3



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				undertaken by lead partner/ partners, each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India)	by different partners can be showcased under each category. Please clarify.	
47	20 of 65	3	3.2.1 (C)	C- ii: Number of similar works undertaken by lead partner/ partners among Indian Navratna/ Maharatna CPSEs/Govt., each assignment having a value of at least Rs. 41 lacs	We understand that the project showcased as part of C (ii) can also be showcased as part of C (i). Please clarify. For Example: Project with similar work executed for government/ PSU can also be showcased under category C (i) as well as C(ii).	If reference projects qualify for more than one Clauses. Marks shall be given at respective clauses Refer Annexure -A for Revised Section 2&3
48	20 of 65	3	3.2.1 (C-i)	Experience of the team deployed:  Number of similar works undertaken by lead partner/ partners, each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India) : 10 projects and above-10 Scoring based on normalization with above ceiling	We request you to amend the clause as follows: Number of similar works undertaken by lead partner/ partners, each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India) : 5 projects and above-10 Scoring based on normalization with above ceiling	Refer Annexure -A for Revised Section 2&3
49	20 of 65	3	3.2.1 (C- ii)	Experience of the team deployed.  Number of similar works undertaken by lead partner/ partners among Indian Navratna/ Maharatna CPSEs/Govt., each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India) : 10 projects and above-10 Scoring based on normalization with above ceiling	We request you to amend the clause as follows:  Number of similar works undertaken by lead partner/ partners among Indian Navratna/ Maharatna CPSEs/Govt., each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India) : 5 projects and above-10 Scoring based on normalization with above ceiling.	Refer Annexure -A for Revised Section 2&3
50	33 of 65	5	5.3	Travel & Other Expenses: The bidder shall quote the prices inclusive of all charges, overtime	We would request you to kindly confirm number of trips and location to be considered for travel to project sites/ business units/ additional	Refer Annexure-B



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				charges, out of pocket allowance, travel (air/train/ road), TA/DA, etc.	offices.  Alternatively, The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel only in NCR region. However, for travel outside the Delhi-NCR region, BHEL will arrange 2nd AC rail/ economy class air tickets, local travel in tour city, and BHEL guest house/ hotel whichever applicable.	
51	64 of 65	Annx.- 20	Letter of Comfort	We hereby confirm that, for the work under RFP no. [•] for Engagement of a consulting firm for Formulation of cost saving and timely execution strategies and implementation roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs.	Further more clarification on the intent of the Letter of comfort is required from BHEL.	Annexure -20 Deleted.  Refer Annexure-B
52	14	2.3.2	Execution Excellence & Project Mgmt.	b. Review of detail schedules for the identified project	Kindly confirm the platform being used for preparation of schedules.	MS Project
53	14	2.3.2	Stage —IV: Final Report	Approval timelines for deliverables	Requesting you to suggest tentative time for review/sharing feedback by BHEL, post submission by the consultant	It shall be decided on the mutual discussion between Successful Consultant and BHEL.



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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54	15	2.3.2	Baseline	Review of existing engineering and procurement methodology	Requesting you to confirm if any 'As-Is' document pertaining to engineering and procurement methodology shall be shared with consulting firm	Successful bidder to interact with concerned engineering and procurement department and existing methodology shall be shared with them.
55	15	2.3.3	Deliverables	Schedule of Deliverables  "The consulting firm has to ensure that the deliverables cover the entire scope of work in totality to achieve the overall objective of the exercise. Subsequent additions to deliverables may be made by BHEL whenever required."	We request you to consider the following modification  "The consulting firm has to ensure that the deliverables cover the entire scope of work in totality to achieve the overall objective of the exercise. Subsequent additions to deliverables may be made by BHEL whenever required <b>on a mutually agreeable basis, taking into account any additional time and effort implication</b> "	Any additions to be deliverables will be made by BHEL after mutual discussion with consultant, whenever required.  Refer Annexure -A for Revised Section 2&3
56	15	2.3.3	Deliverables	Schedule of Deliverables	Considering the quantum of work involved in assessment of four projects, across all the four stages of assignment, we request you to consider following timelines for submission of deliverables:  1. Zero Date (Date of award) : T 2. Inception report with baseline costing: T+4 week 3. Diagnostic and initiative design: T + 10 week 4. SMART implementation roadmap: T + 14 week 5. Final Report: T + 20 week	Refer Annexure -A for Revised Section 2&3
57	Page 16	2.3.4	Terms of Payment	Scheme of Fee	Considering the effort from consulting firm required across each of the assignment stages, we request you to consider the following scheme of fee:  1. Zero Date (Date of Award)	Refer Annexure -A for Revised Section 2&3



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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					2. Stage 1 Inception Report along with baseline costing : 15% of lump sum consultancy charges 3. Stage II Diagnostic and initiative design : 15% of lump sum consultancy charges 4. Stage III Smart Implementation Roadmap : 10% of lump sum consultancy charges 5. Final Report - 60% of lump sum consultancy charges	
58	18	3.1 b	Experience of Consulting Firm	Definition of "Similar Works"	Since BHEL is also executing a portfolio of FGD projects, we request you to kindly include credentials entailing portfolio of projects and modify the definition of "Similar Works" as stated below:  "Similar work" is defined as "Consultancy engagement involving cost reduction and/ or timely execution strategies and/or its implementation for a single large ( $\geq$ Rs 500 Cr) EPC projects <b>or portfolio of projects (<math>\geq</math> Rs 1000 Cr)</b> in energy/utilities sector (Refer Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI <a href="https://bit.ly/20nXK52">https://bit.ly/20nXK52</a> ).	Refer Annexure -A for Revised Section 2&3
59	20	3.1 c	Experience of Key Personnel	Certification of CVs of team members	<b>We are a limited liability partnership firm and authorized signatory of this bid shall also be a partner within the firm. Hence, we request you to accept certification of member CVs by authorized signatory of the bid</b>	For Limited Liability partnership firm, the CVs of team members should be on the letter head of Lead Partner of the firm and duly signed by authorized signatory of the bid  Refer Annexure -A for Revised Section 2&3 and Annexure -B
60	19	3.2.1	TechnoCommercial	Experience of the team deployed during the last seven years (2014-	Our understanding is that some of the cited credentials can be common across each of the	Refer Annexure -A for Revised Section 2&3



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				<p>Evaluation Criteria</p> <p>15 to 202021**/ 2014-2020) (max marks: 45):</p> <p>i.Number of similar works undertaken by lead partner/ partners, each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India)</p> <p>ii.Number of similar works undertaken by lead partner/ partners among Indian Navratna/ Maharatna CPSEs/Govt., each assignment having a value of at least Rs.41 lacs</p> <p>iii.Number of consultancy engagements undertaken by lead partner/ partners involving cost reduction and/or performance improvement strategy formulation and implementation for large value EPC project for thermal power plants among Indian companies., each assignment having a value of at least Rs 41 lacs</p>	<p>three listed categories (i, ii, iii) . Kindly confirm the same</p> <p>Also, for category iii, since BHEL is dealing with portfolio of projects, we request you to consider credentials covering portfolio of EPC projects. Accordingly, category iii. may be modified as:</p> <p>iii. Number of consultancy engagements undertaken by lead partner/ partners involving cost reduction and/or performance improvement strategy formulation and implementation for large value EPC project/<b>portfolio of projects</b> for thermal power plants among Indian companies., each assignment having a value of at least Rs 41 lacs</p>	
61	20	3.2.1	Techno Commercial Evaluation Criteria	<p>Experience of the team deployed during the last seven years (2014-15 to 202021**/ 2014-2020) (max marks: 45):</p> <p>iv. Number of similar works undertaken by proposed project</p>	<p>Since global credentials are being considered for this assignment, we request you to consider the same for case of project manager. Accordingly criteria iv. may be modified as:</p> <p>v. Number of similar works undertaken by proposed project manager among Indian</p>	Refer Annexure -A for Revised Section 2&3



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				manager among Indian companies , each assignment having a value of at least Rs 41 lacs	companies/globally , each assignment having a value of at least Rs 41 lacs/USD 54,666 (Global)	
62	22	3.2.1	Techno-Commercial Evaluation Criteria	Evaluation parameters of credentials:  v. For various evaluation parameters as mentioned above, only completed works (works starting and, 90% or more scope completing during the said period) shall be considered as consulting engagements.	As part of evaluation of various parameters, we request you to consider ongoing assignments which are in-progress for a duration of 12 months (1 year) or more	Refer Annexure -A for Revised Section 2&3
63	24	4.5	Right of BHEL	Termination of contract: "To terminate the contract or withdraw a portion of work and get it done through other agency, the consulting firm shall pay the complete/balance/excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by BHEL in any of the following cases: i. Poor progress of the work vis-à-vis execution timeline as stipulated in the contract	We request you to consider the following modification  "To terminate the contract or withdraw a portion of work and get it done through other agency, the consulting firm shall pay the complete/ balance/excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by BHEL in any of the following cases: Poor progress of the work vis-à-vis execution timeline as stipulated in the contract, <b>attributed directly to performance of the consulting firm"</b>	RFP conditions prevail
64	33	5.4	Global Resource Sharing	<b>Support from Global Experts:</b>  "All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any	<b>Kindly consider the following modification:</b> " All the global resources including domain area experts of the bidder , <b>whose profiles are included as a part of proposal</b> should be available to BHEL for this engagement without any additional costs. For this, the bidder must	Clause 5.4 Deleted  Refer Annexure -B



**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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				additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-20), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid	provide (i) Letter of Comfort for sharing the global resources (Annexure-20), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid"	
65	33	5.6	Price Reduction Schedule	Condition for implementation of PRS:  "In case the successful bidder fails to complete the services within stipulated period, unless such failure is due to force majeure as defined earlier or due to BHEL's default, there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price."	We request you to modify this clause as stated hereunder:  In case the successful bidder fails to complete the services within stipulated period, unless such failure is due to force majeure as defined earlier or due to BHEL's default <b>or due to reasons not attributed directly to performance of the bidder</b> , there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price.	RFP conditions prevail
66	44	Annexure 8	Experience of Consulting Firm	List of Reference Works  "Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment"	In case of certain credentials (especially global credentials), it may not be feasible to share copy of award of work & other documentary evidence. In that case, we request you to consider a self certification from authorized signatory confirming the credential	RFP conditions prevail
67	46,47,49,50,51,52	Annexure 10,11,13,14,15&16	Experience of Consulting Firm	<b>Certification on Letter head of CEO/Country Head/Director/equivalent, one separate sheet for each project</b>	<b>Kindly allow all certifications on letter head of the firm, in line with Annexure 8.</b>	Refer Annexure-B
68	64	Annexure 20	Letter of Comfort	Declaration from bidder:  "We hereby confirm that, for the	Kindly modify the declaration as stated below: "We hereby confirm that, for the work under RFP no. [ e ] for Engagement of a consulting firm for	Annexure -20 Deleted  Refer Annexure-B



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				work under RFP no. [ e ] for Engagement of a consulting firm for Formulation of cost saving and timely execution•strategies and implementation roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis, [ e ] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs"	Formulation of cost saving and timely execution•strategies and implementation roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis, [ e ] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL <b>whose profile is included as part of proposal</b> , as and when required by BHEL for this assignment, without any additional costs"	
69				Bid submission timelines	We request you to set timeline for bid submission as two weeks from date of publishing replies to bidders queries	Last Date is extended upto 24 <sup>th</sup> September 2021
70				<b>Limitation of Liability</b>	<b>We understand that there is no clause in the RFP document that limits consultant's liability. Kindly request you to add the below clause limiting liability:</b>  "Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall	Following clauses added at 4.17 (Limitation of Liability) <b>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed 10% of Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of</b>



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					the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."	recoveries for workmanship, material, T&P etc. due from the contractor.  Refer Annexure B
71				Termination	We request you to add the following clause in the RFP:  Corporate Consultant may terminate this Agreement by a written notice to client if Corporate Consultant determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Corporate Consultant performance of the Contract impermissible or in conflict with independence or professional rules applicable to Corporate Consultant	Not acceptable
72	30	Sec-4 - GCC	4.17	Liabilities	Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:  Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill,	Following clauses added at 4.17 (Limitation of Liability) :  <b>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed 10% of Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on</b>



**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.  Refer Annexure B
73	58	Annex-18	NDA	Confidentiality Obligations: Confidentiality obligations will survive for a period of 5 years from the date of expiry or termination.	We request client to reduce the survival period of confidentiality obligations to <b>one year post expiry or termination.</b>	RFP conditions prevail
74	59	Annex-18	NDA	Return of Confidential Information	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	RFP conditions prevail
75	28	Sec-4 - GCC	4.11	Force Majeure	We request that no liability should be imposed on us due to any Force Majeure event	RFP conditions prevail
76	28	Sec-4 - GCC	4.12	Conciliation & Arbitration	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	RFP conditions prevail
77	30	Sec-4 - GCC	4.15 & 4.16	Accidental Liability and Safety and statutory norms	We request that it me made Bidder should be liable for only losses and accidents attributable to Bidder and/or Bidder's staff.	RFP conditions prevail
78	29	Sec-4 - GCC	4.15 b	Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be	RFP conditions prevail



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	
79	30	Sec-4 - GCC	Point 4.18	Guarantees: Indemnities for IPR infringement claims without exceptions	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party</p>	RFP conditions prevail



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.	
80	31 & 59	Annex-17 & Sec-4	4.22	Use of contract documents, specification, design: No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	RFP conditions prevail
81	31	Sec-4 - GCC	4.23	Documents / Reports/ Deliverables	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.  Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership	RFP conditions prevail



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

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					of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	
82	-	-		Indemnity - Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	Not acceptable
83	-	-		Indemnity - No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as	Not acceptable



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					<p>provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;</p>	



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
84	23	Sec-5	5.5	Termination: Termination without notice and rectification period	<p>To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.</p> <p>Also, to uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</p>	RFP conditions prevail
85	25	Sec-5	5.9	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Clause no 4.10 prevails
86	-	-	-	Liquidated damages: No clause in RFP	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Point no.2, Section 4 of Annexure 17 prevails



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
87	-	-	-	Liquidated damages: No clause in RFP	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Point no.2, Section 4 of Annexure 17 prevails
88	24	Sec-4 - GCC	-	Risk Purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	RFP prevails with respect to Risk Purchase and Liability clause
89	-	-	No clause in RFP. Please include in pre-bid.	No third party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Not acceptable
90	-	-	No clause in RFP. Please include in pre-bid.	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial	It shall be decided on the mutual discussion between Successful Consultant and BHEL.



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	
91	16	Sec-2	2.3.3	Deliverables	PwC should be allowed to retain its working papers.	RFP conditions prevail
92	16 of 65		2.33 (e)	During the delivery of the reports / presentation / other documents, BHEL may seek back-up/supporting data/ working files of given analysis in the deliverables; in such cases, the consulting firm is required to arrange for the sought data (indicating source thereof and consider the same as a part of the deliverable.	We request you that we shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein.	Annexure 18 NDA conditions prevails
93	24 of 65	4	4.1	The terms and condition of the RFP document, any prebid minutes, published and LOI/WO placed shall constitute the entire agreement between the parties hereto.	We request you to include the terms of bidders proposal as a part of agreement as well.	RFP conditions prevail
94	24 of 65	4	4.4	If need be, BHEL may seek expert opinion for validation of recommendations or any other work under the subject scope by the third party at any time.	BHEL shall indemnify and hold Bidder harmless against any expenses (including reasonable fees and disbursements of counsel), loss, damage, harm or injury (collectively "Losses") that may be suffered or incurred by us arising out of or relating to disclosing of our deliverables to a third party.	RFP conditions prevail
94	24 of 65	4	4.19 a	BHEL may also at times engage any other party for validation of the	BHEL shall indemnify and hold Bidder harmless against any expenses (including reasonable fees and disbursements of counsel), loss, damage,	RFP conditions prevail



**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
				recommendations made by the consulting firm	harm or injury (collectively "Losses") that may be suffered or incurred by us arising out of or relating to disclosing of our deliverables to a third party.	
94	31 of 65	4	4.23	BHEL can download, make copies & distribute the report	BHEL shall indemnify and hold Bidder harmless against any expenses (including reasonable fees and disbursements of counsel), loss, damage, harm or injury (collectively "Losses") that may be suffered or incurred by us arising out of or relating to disclosing of our deliverables to a third party.	RFP conditions prevail
97	27 of 65	4	4.10 a	In case the proprietor, Partner or Director of the Bidder, or any of the team members proposed to be deployed have any other relative or relation employed in BHEL.....	Please clarify whether the word "Partners" in this clause refers to Partners or Partners by designation or both. Clarify whether the word 'Directors' in this clause refers to Board of Directors or Directors by designation or both. Request you to kindly provide the definitions for the same.	The Partner or Director or any team members deployed' should be read in conjunction with clause 3.1 (C) ; i.e. the Personnels engaged for the said work at BHEL.
98	59 of 65	Annexure	Annexure 18 : Non Disclose Agreement	Upon termination of his/her assignment or as requested by BHEL, the consulting firm will return all material containing confidential information to BHEL.	We request you that we shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein.	RFP conditions prevail
99				Additional Clause	<p>Limitation of liability: We have noticed that there is no limitation on Bidders liability under the attached RFP.</p> <p>We request you to kindly add the following clause on Bidders Liability towards this engagement as:</p> <p>In accordance with standard industry practice, our aggregate liability under this RFP and in</p>	<p>Following clauses added at 4.17 (Limitation of Liability)</p> <p><b>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed 10% of Price of the Agreement or the Work Order. The Supplier shall not in any case be</b></p>



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
					connection with the services shall be for direct damages and shall be limited to one time the fees paid to us. We shall not be liable for any indirect or consequential losses.	liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.  Refer Annexure B
100	27 of 65	4	4.10 e	"The consulting firm agrees that during the term of this agreement and after its termination, the consulting firm, or any of its affiliates shall be disqualified from providing goods....."	We request you to change it to "The consulting firm agrees that during the term of this agreement and after its termination, the consulting firm, or any of its <b>affiliates in India</b> shall be disqualified from providing goods....."	Agreed
101	21 of 65	3	3.2.1. D	Business Presentation: D (i) to (ii) Shall be assessed based on Presentation	We understand that profiles supporting D(iii), (iv), (v) shall be evaluated along with Technical Bid, hence the bidder is supposed to submit the details against each requirement along with the Technical bid only. Please clarify.	Copy of business presentation is not part of technical bid. After the presentation, soft / hardcopy of business presentation shall be given to BHEL
102	19 of 65	3	3.1c	Experience of Key Personnel:  CVs of all the Team Members proposed to be deployed for this project, duly certified by CEO/Country Head to be attached.	We request you to kindly amend the said clause with the following:  CVs of all the Team Members proposed to be deployed for this project, duly certified by CEO/Country Head/ <b>Authorized Signatory</b> to be attached.	Refer Annexure -A for Revised Section 2&3
103	19 of 65	3	3.1b	Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment.	For documentary evidence in support of the successful completion of an assignment, please allow us include CA certification/Self declaration from the authorized signatory to fulfill the requirement.	RFP conditions prevail



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**BHEL PRE BID REPLIES TO BIDDER'S QUERY (NIT-RFP NO. PS-M/NTPCBG/01 Dated 31.08.2021)**

Query No	Pg No	Section No	Clause No.	Subject	Suggestion / Query	BHEL Response Dated 31.08.2021
104	34 of 65	5	5.6	.....Both consulting firm and BHEL agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BHEL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BHEL in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.	We request you to amend the clause as mentioned below:.....Both consulting firm and BHEL agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BHEL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BHEL in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.	RFP conditions prevail



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## Annexure –A of Pre Bid Queries (Revised Section 2 & 3 of RFP)

### 2 SCOPE OF WORK, DELIVERABLES & TERMS OF PAYMENT

#### 2.1 Definitions

The following expressions hereunder and elsewhere, used in this RFP, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them.

- a. "BHEL" shall mean Bharat Heavy Electricals Limited.
- b. "RFP" means the Request for Proposal being sent by BHEL including all Clarification/ Addendum/ Corrigendum.
- c. "Contract" means the agreement signed between BHEL and the successful bidder.
- d. "Bidder/s" means any entity or person who expresses interest and submits the bid to provide the services to BHEL for works defined in this RFP.
- e. "Successful/selected bidder", 'consulting firm' means any entity finalized to provide the services to BHEL under the contract.
- f. LOI", "Letter of Intent", "WO", "Work Order" refers to order placed on the selected bidder for performing various activities outlined in this RFP.
- g. "Zero date" means the date of kick off meeting post award of contract
- h. "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked on that day.
- i. "Government" means the Government of India unless specified otherwise.
- j. "Bid" means the Technical & Commercial bid and, Price bid.
- k. "Sub-Consultant" means any person or entity with whom the consulting firm subcontracts any part of the services with due permission of BHEL.
- l. "Similar work" is defined as "Consultancy engagement involving cost reduction and/ or timely execution strategies **and/or** its implementation for a **single** large ( $\geq$  Rs 500 Cr) EPC projects in energy/utilities sector<sup>1</sup> and Steel Industry.

#### 2.2 Corporate overview and the context

BHEL is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors. With a widespread network of 16 manufacturing plants, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 3 active joint ventures, 15 regional marketing centres, 4 overseas offices and more than 150 project sites across India and abroad. BHEL manufactures a wide range of products, systems & services for the core sectors of the

<sup>1</sup> Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI <https://bit.ly/2OnXK52>  
The final decision if the referred work being adjudged as similar work or not would rest with BHEL



economy viz. power, transmission, transportation, renewables, water, defence & aerospace, oil & gas, and industry.

Experience of over five decades, scale and depth of its operations, a strong manufacturing base, competent manpower, innovation ecosystem, diverse product mix and focus on sustainable business solutions are BHEL's notable strengths.

The company is also a market leader in emission control equipment. BHEL has won various orders for installation and commissioning of emission control equipment on EPC basis in recent years. BHEL hereby invites bids from reputed consultancy firms for the subject work under a two-part bid system based on terms and conditions specified in this Request for Proposal (RFP) document.

Annual Report 2019-20, and other information regarding BHEL, our web page at [www.bhel.com](http://www.bhel.com) may be referred to know more about the company including its performance and strategy.

## 2.3 SCOPE OF WORK, DELIVERABLES & TERMS OF PAYMENT

### 2.3.1 Objective

Formulation of cost saving and timely execution strategies and implementation roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis

### 2.3.2 Scope of work

Identified 4 projects for the scope of work under the present RFP are as follow:

Project Name	Rating of the Project	Name of the Customer
Project-A	(4x210 MW+3x500 MW)	NTPC Kahalgaon
Project-B	1x800 MW	TSGENCO Kothagudam
Project-C	1x800 MW	TANDGCO North Chennai
Project-D	2x500 MW	NTPL Tuticorin

### Stage-I: Inception report along with baseline costing

- Signing of Non-Disclosure Agreement (NDA)
- Carry out due diligence based on inputs such as existing Engineering, Procurement & Execution strategy of BHEL and material cost
- Baseline analysis for cost and estimated time of completion of the project

### Stage-II: Diagnostic and initiative design



### Engineering optimisation

- a. Review of existing engineering methodology for baseline costing.
- b. Benchmarking, gap analysis and setting targets for engineering optimisation.
- c. Conduct Idea generation & deliberation over global best practices thru workshops with relevant stakeholders in BHEL
- d. Listing of optimization levers including layout & design

### Procurement excellence

- a. Review of the existing procurement methodology for exploring bottle-necks and critical areas & area of improvement
- b. Review of existing vendor base and specific limitations/ concerns
- c. Study of industry best practices wrt time and cost for procurement and develop mutually agreed procurement strategies for developing procurement excellence adhering to extant procurement policies of the company & government with emphasis on the practices in other PSU/Central Utilities under Govt. of India

### Execution excellence & Project Management:

Efficient project management support is an integral part to avoid cost overruns and timely achievement of milestones. The consultant is expected to undertake initiatives to save cost & avoid time overruns. Some of the indicative activities are as follows:

- a. Review of company's existing execution structure
- b. Review of detail schedules for the identified project
- c. Understand internal & external best practices deployed in projects
- d. Conduct cross functional workshops to understand reasons for delay and cost overruns and deliberate on global best practices
- e. Identify critical activities and anticipated bottlenecks & their mitigation plans for each project including recommendations for resource planning
- f. Develop efficient & effective techniques for project management to complete project within time, cost and quality parameters thru in-house project management tools viz. Integrated Project Management System (IPMS) etc.

### Stage –III: S.M.A.R.T Implementation roadmap

- a. Corrective actions & measures for identified areas of improvement.
- b. Estimation of mutually agreed savings' potential from above initiatives
- c. Prepare a mutually agreed comprehensive implementation roadmap including strategies broken down to last mile S.M.A.R.T initiatives.

### Stage –IV: Final Report

Submission of two sets of spiral-bound final reports along with soft copies covering methodology adopted, findings, recommendations, and roadmap implementation, and other





crucial aspects (including all excel models, sheets formats, etc.) for each of the selected EPC projects in the areas indicated above (engg., procurement & project mgmt.) for final acceptance by BHEL and closure of the assignment. Additionally, one consolidated report summarising the entire endeavour, and covering the cost cutting aspects, common to all the projects, shall also be submitted.

### **Baseline**

The baseline shall be informed to the bidders within a week after kick-off meeting. A committee/group, as empowered by the company will certify the baselines and progressive achievements.

The material cost is to be considered for the purpose of cost reduction strategies. All overheads like conversion cost etc. are excluded.

The material cost typically includes:

- Cost (landed cost at designated BHEL Works) for raw-material & components for in-house manufactured equipment including for mandatory Spares
- Procurement Cost (landed cost at Site) for outsourced items including mandatory spares
- Material Cost plus sub-contracting cost for fabricated items
- Sub-contracting cost including indirect material consumption for site executed works
- Material cost & subcontracting cost for rework of failure, if attributable to reasons due to BHEL

### **Duration**

The total duration will be for a period of 04 months (120 days) to complete the deliverables under the scope of the bidder. The total programme may need to be extended as required in order to accommodate the various initiatives. However, any such extension shall not be beyond 30 days.

### **2.3.3 Deliverables**

#### **Schedule of deliverables**

The deliverables given in this section are an outcome of the preceding sections. The consulting firm has to ensure that the deliverables cover the entire scope of work in totality to achieve the overall objective of the exercise. Subsequent additions to deliverables may be made by BHEL whenever required. While the deliverables are identified week wise, the consulting firm may work concurrently on various activities.



The time elapsed mentioned in weeks is indicative and may change as the assignment progresses but while maintaining the total duration of the assignment.

N	Key submissions	Time elapsed
	Zero date (date of award)	T (date)
1	Stage-I: Inception report along with baseline costing	T+04 week
2	Stage-II: Diagnostic and initiative design	T+08 week
3	Stage-III: SMART Implementation roadmap	T+10 week
5	Stage-III: Final Report	16 weeks

#### Other aspects of deliverables

- Presentations to BHEL and written reports to ensure their buy-in will have to be made by the lead partner after each stage.
- Fort-nightly MIRs for the support in completion of identified milestone for the identified Projects.
- The deliverable shall be treated as completed when accepted by BHEL.
- Transfer of Documents: Consulting firm shall transfer all relevant documents/ reports/ presentations/ excel models/ other files related to the above Scope of Work and Deliverables to BHEL during the exercise and finally after the completion of the exercise.
- During the delivery of reports/presentation/other documents, BHEL may seek back-up/ supporting data/ working files of given analysis in the deliverables; in such cases, the consulting firm is required to arrange for the sought data (indicating sources thereof) and consider the same as a part of the deliverable.

#### 2.3.4 Terms of payment

##### Scheme of fee

BHEL shall pay the lump sum charges to the consulting team as quoted by the consulting firm and agreed by BHEL, which shall be payable as per the schedule below:

N	Completion & acceptance of respective stage	% of Lump sum Consultancy Charges
	Zero date	-
1	Stage-I: Inception report	-
2	Stage-II: Diagnostic and initiative design	5% (Refer Note*)
3	Stage-III: SMART Implementation roadmap	10% (Refer Note*)
4	Stage-IV: Final Report	85%

**\*Note :** Stage wise 5% & 10% payment as above will be payable against submission of Bank Guarantees (BG) of Equivalent amount and such BGs will be released after acceptance of final report and final payment. In case, consulting firm decides not to avail stage wise



**payment, then 100% payment will be released after acceptance of the final report.**

Bidder shall raise consolidated bills for each project, and payment will be made only against receipt of the GST compliant invoices.

BHEL's authorized officer will duly authenticate & certify each document before processing the claim. BHEL, through electronic fund transfers, shall make payment within 45 days after submission of bills certified for payment.



### 3 EVALUATION OF BIDS

#### 3.1 Pre-Qualification criteria

The bidder must meet all of the following pre-qualification criteria:

##### a) Annual Turnover

The bidder should have at least an average annual turnover of ₹ 49 Lacs from consulting works during the last three years, 2018-19; 2019-20 & 2020-21\*\*. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2018, 2019 & 2020.

Documents to submit: Audited Balance Sheet and Profit & Loss Account indicating annual turnover duly certified by the authorized signatory or; Certificate from statutory auditors indicating the annual turnover of the bidders.

\*\* In case audited results are not available for FY 2020-21, annual Turnover Certificate duly signed by Statutory Auditor of the Company / Practicing Chartered Accountant shall be submitted.

##### b) Experience of the consulting firm

The bidder must have undertaken similar works<sup>2</sup> during the last seven years (2014-15 to 2020-21\*\*/ 2014-2020):

- i. Three completed similar works with the order value of not less than ₹ 19.60 lacs each;  
or
- ii. Two completed similar works with the order value of not less than ₹ 24.50 lacs each;  
or
- iii. One completed similar work with the order value of not less than ₹ 39.20 lacs

For the above purpose, the cumulative value of completed works executed in two parts i.e. identification of cost driver & there implementation shall also be acceptable. In such a case, this will be treated as one work.

<sup>2</sup> "Similar work" is defined as "Consultancy engagement involving cost reduction and/ or timely execution strategies and/or its implementation for a single large ( $\geq$  Rs 500 Cr) EPC projects in energy/utilities sector (Refer Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI <https://bit.ly/2OnXK52>) and Steel Industry





Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment. Details to be elaborated in RFP.

\*\* In case audited results are not available for FY 2020-21, annual Turnover Certificate duly signed by Statutory Auditor of the Company / Practicing Chartered Accountant shall be submitted.

### c) Experience of Key Personnel

Bidder shall provide a list of team members who will be driving this project till completion of the contract. The team, mandatorily constituting full-time employees shall include minimum, i) One Lead Partner/ Director/ equivalent, who will be designated as Team Leader; ii) One Project Manager; iii) Consultants. Minimum experience required of the team is as under:

Partners/ Director/ equivalent	Minimum 15 (fifteen) years of consulting experience including 7 (seven) years in similar works
Project Manager	Minimum 10 (Ten) years including 5 (Five) years in similar works
Consultants (minimum 4 nos)	Minimum 3(Three) years consulting experience years in similar works

CVs of all the Team Members proposed to be deployed for this project, duly certified by CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent to be attached. Acceptance of CVs is subject to approval by BHEL. Consulting firm may deploy more resources as per the requirement of the project.

No relaxation shall be accepted with regards to pre-qualification criteria. Only the bidders meeting the above criteria shall be evaluated further viz. techno-commercial and price bid.

### 3.2 Evaluation of Techno-commercial bid

#### 3.2.1 Techno-commercial evaluation Criteria

The Techno-Commercial bid of the bidders meeting the pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system which will include 70% weighted score for quality (techno-commercial bid) and 30% weighted score for the price (price bid).



N	Criteria	Max marks	Scale/ scheme of marking
A	Average annual turnover of the bidder from consulting works during last three years 2018-19; 2019-20 & 2020-21**	5	100 Cr and above-5 <75-100 Cr-4 <50-75 Cr-3 <25-50 Cr-2 2.4-25 Cr-1 mark
B	Experience of the bidder during the last seven years (2014-15 to 2020-21/ 2014-2020) (max marks: 10)		
i.	Number of similar works undertaken globally (excluding India), each having a value of at least USD 54,666	5	5 projects and above-5 marks Scoring based on normalization <sup>3</sup> with above ceiling
ii.	Number of similar works undertaken in India, each having a value of at least ₹ 41 lacs	5	5 projects & above- 5 marks Scoring based on normalization with above ceiling
C	Experience of the team deployed during the last seven years (2014-15 to 2020-21/ 2014-2020) (max marks: 45):		
i.	Number of similar works undertaken by lead partner/ partners, each assignment having a value of at least USD 54,666 (global)/ Rs 41 lacs (India)	10	5 projects*** and above-10 Scoring based on normalization with above ceiling
ii.	Number of similar works undertaken by lead partner/ partners among Indian Navratna/ Maharatna CPSEs/Govt., each assignment having a value of at least Rs. 41 lacs	10	5 projects*** and above-10 Scoring based on normalization with above ceiling
iii	Number of consultancy engagements undertaken by lead partner/ partners involving cost reduction and/or performance improvement strategy formulation and implementation for large value EPC project for thermal power plants among Indian / Global companies., each assignment having a value of at least Rs 41 lacs	15	5 projects*** and above-15 Scoring based on normalization with above ceiling

<sup>3</sup> Linear normalisation with zero marks as minimum




N	Criteria	Max marks	Scale/ scheme of marking
iv.	Number of similar works undertaken by proposed project manager among Indian companies, each assignment having a value of at least Rs 41 lacs	10	5 projects*** and above-10 Scoring based on normalization with above ceiling
<b>D</b>	<b>Business presentation (max marks: 40)</b>		
i	1. Robustness of overall approach and methodology for carrying out the exercise to meet objectives and timeline of deliverables, with broad break up of activities, & specific requirements from BHEL against each activity. 2. Availability of Strategic tools/ models, research database, and application of the same in other previous similar engagements	15	D (i) to (ii) Shall be assessed based on Presentation (Soft copy and a signed hard-copy of the presentation needs to be submitted after the presentation)
ii.	Success stories along with impact created on the ground through similar engagements in past	10	
iii.	Pool of experts with experience in Designing of similar works	5	
iv.	Pool of experts with experience in Procurement of similar works	5	
v.	Pool of experts with experience in Execution of similar works	5	
	<b>1. Total</b>	<b>100</b>	

\*\* In case audited results are not available for FY 2020-21, annual Turnover Certificate duly signed by Statutory Auditor of the Company / Practicing Chartered Accountant shall be submitted.

\*\*\*If reference projects qualify for more than one Clauses. Marks shall be given at respective clauses

- The scope of the work is indivisible and shall be awarded to a single successful bidder. Consortium bidding is not allowed. However, in case, the consulting firm requires the support of another consultant/ agency, for undertaking part of work, viz. market research, etc., the same would be acceptable with prior approval of BHEL based on merit of that consultant/ agency. However, performance and cost of the subject assignment will be the sole responsibility of the consulting firm submitting the bid.



- ii. The bidder scoring the highest technical score ( $T_H$ ) will be given a technical score ( $S_T$ ) of 100 points. The technical scores of other proposals will be computed as follows:

$$S_T = 100 \times T / T_H$$

(T = Marks scored in the respective Technical bid)

- iii. The bidders with scores ( $S_T$ ) of equal to or more than seventy (70) out of one hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their technical score.
- iv. Experience of the sister concerns from all International office locations of the bidder shall also be acceptable in case of global project references.
- v. For various evaluation parameters as mentioned above, only completed works (works starting and, 90% or more scope completing during the said period) shall be considered as consulting engagements. End user certificate is required to be submitted along with the bid. In case end user certificate is not available, certificate from statutory auditor to be submitted.
- vi. For evaluation if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants.
- vii. Evaluation will be through a presentation by the bidder to a committee of senior BHEL officials. The marks awarded by BHEL shall be final and no representation made by any bidder shall be entertained.
- viii. The bidder would be called for a technical presentation at a notice of minimum of 3 working days. The presentation should be made by the proposed lead partner, working with BHEL on this project, who can be preferably accompanied by the proposed team. A signed copy of the presentation needs to be submitted for evaluation purposes immediately after the presentation.
- ix. Bidder may further be called for a Q&A session after a few days.
- x. The on-site team will consist of a 1 Project Manager and minimum 4 Consultants at any point throughout the period of the assignment. These resources will be fully dedicated to BHEL only and will work out of any offices of BHEL located in Delhi-NCR till completion of the project in all aspects.
- xi. Bidder shall submit the CVs of all the team members proposed to be deployed for this project (Annexure-9).
- xii. The team members considered for claiming experience under evaluation criteria, and to be deployed for this project should be full-time employees of the consulting firm.
- xiii. At least one partner "Lead Partner" should lead this exercise and should spend significant time (at least once a week) with BHEL along with the consulting firm team on this project & should be available for BHEL on need basis.
- xiv. The team proposed to be deployed shall remain unchanged, unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written





consent of BHEL, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined above.

- xv. BHEL reserves the right to seek changes in the team during the course of the assignment.
- xvi. Notwithstanding any other condition/provision in the RFP document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, BHEL may give the bidders only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.
- xvii. **Tie Breaker:** In case, combined Technical & Price bid score of two (2) or more bidders are the same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in 3.2.1(B) of Technical evaluation criteria would be considered as the successful bidder.

### 3.2.2 Price Bid evaluation

The formula for determining Financial Score ( $S_f$ ) is:

The bid with the lowest cost ( $F_m$ ) shall be given a Financial score ( $S_f$ ) of 100. The Financial scores of all other bidders will then be computed as follows:

$$S_f = 100 \times F_m / F$$

where  $F$  = the amount indicated in the respective financial bid

### Combined technical and price bid evaluation

A combined technical and price bid evaluation will be done as per the QCBS method.

A combined, Score ( $S$ ) will be calculated according to the following formula:

$$S = 70\% \text{ of } S_T + 30\% \text{ of } S_f$$

Subsequent to the ranking of all the bidders based on their combined score, the bidder with the highest combined score ( $S$ ) will be declared successful and shall be recommended for the award of the contract.



After the identification of the successful bidder, BHEL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract. Techno-commercial and price bid evaluation process has been illustrated below:

N	Bidder	Tech. Score	Price bid, Lacs	Combine score, S	Result
1	ABC	95	600	$70\% \times (95 \times 100 / 95) + 30\% \times (300 \times 100 / 600) = 85.00$	-
2	DEF	90	400	$70\% \times (90 \times 100 / 95) + 30\% \times (300 \times 100 / 400) = 88.82$	Highest Score Bidder
3 <sup>4</sup>	GHI	75	300	$70\% \times (75 \times 100 / 95) + 30\% \times (300 \times 100 / 300) = 85.26$	-
4 <sup>5</sup>	XYZ	65	NA	NA	-

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<sup>4</sup> Lowest price bid

<sup>5</sup> Not considered since Tech. score is less than 70



BHEL Replies to Pre bid queries for RFP no BHEL/PS-M/NTPCBG/01, Dated 30th July 2021

(Engagement of a consulting firm for Formulation of cost saving and timely execution strategies and implementation roadmap in identified four number of Flue Gas Desulphurization (FGD) projects under execution on EPC basis)

S.No.	Tender Reference	Tender Clause	Revised Clause
1	Section 4, Clause 4.17 Liabilities  Page no. 30 of 65	Liabilities The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BHEL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.	Liabilities The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BHEL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.  <b>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed 10% of Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&amp;P etc. due from the contractor.</b>



S.No.	Tender Reference	Tender Clause	Revised Clause
2	Section 5, Clause 5.2 Contract Period Page no. 33 of 65	<p>Contract period</p> <p>The total duration will be for a period of 04 months (120 days) to complete the deliverables under the scope of the bidder. The total programme may need to be extended as required in order to accommodate the various initiatives. However, any such extension shall not be beyond 15 days.</p> <p>The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BHEL, BHEL may extend this contract for a further period beyond the scheduled contract completion date without any cost implication to BHEL. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BHEL and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.</p>	<p>Contract period</p> <p>The total duration will be for a period of 04 months (120 days) to complete the deliverables under the scope of the bidder. The total programme may need to be extended as required in order to accommodate the various initiatives. However, any such extension shall not be beyond <b>30 days</b>.</p> <p>The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BHEL, BHEL may extend this contract for a further period beyond the scheduled contract completion date without any cost implication to BHEL. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BHEL and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.</p>





S.No.	Tender Reference	Tender Clause	Revised Clause
3.	Section 5, Clause 5.3, Page no. 33 of 65	<p>Travel &amp; Other expenses</p> <p>The bidders shall quote the prices inclusive of all charges, overtime charges, out of pocket allowance, travel (air / train / road), accommodation, TA/DA, etc</p> <p>No other claim on account of any other expenses shall be entertained by BHEL.</p>	<p>Travel &amp; Other expenses</p> <p>The bidders shall quote the prices inclusive of all charges, overtime charges, out of pocket allowance, travel (air / train / road), accommodation, TA/DA, etc</p> <p>No other claim on account of any other expenses shall be entertained by BHEL.</p> <p><b>Bidder shall undertake following visits</b></p> <ul style="list-style-type: none"> <li>• Minimum One Visit to each of the Project site (Total 4 sites)</li> <li>• Minimum One visit to BHEL Ranipet</li> <li>• Minimum One visit to BHEL Trichy</li> <li>• Minimum One visit to BHEL ISG, Bangalore</li> <li>• Minimum One visit each to Regional Head Quarter (Chennai &amp; Kolkata)</li> </ul> <p>These are the minimum requirement, however, bidder may undertake any additional visit to Project site / BHEL unit / Regional HQ, as per his requirement.</p> <p>All travel &amp; associated expense related with minimum number of visit and additional visit deemed included in the quoted prices.</p>
4.	Section 5, Clause 5.4, Page 33 of 65	<p>Global resource sharing</p> <p>All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-20), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.</p>	Clause 5.4 Deleted



S.No.	Tender Reference	Tender Clause	Revised Clause
5.	Section 5, Clause 5.6 Price Reduction Schedule (PRS) Page no. 33 of 65	<p>Price Reduction Schedule (PRS)</p> <p>In case the successful bidder fails to complete the services within stipulated period, unless such failure is due to force majeure as defined earlier or due to BHEL's default, there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price. The delay shall be counted after initial grace period of 15 days indicated at 5.2 above. BHEL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit/ bank Guarantee. Both consulting firm and BHEL agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BHEL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BHEL in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.</p>	<p>Price Reduction Schedule (PRS)</p> <p>In case the successful bidder fails to complete the services within stipulated period, unless such failure is due to force majeure as defined earlier or due to BHEL's default, there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price. The delay shall be counted after initial grace period of <b>30 days</b> indicated at 5.2 above. BHEL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit/ bank Guarantee. Both consulting firm and BHEL agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BHEL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BHEL in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.</p>



S.No.	Tender Reference	Tender Clause	Revised Clause
6.	Annexure -10, Page no.46 of 65	<p>ANNEXURE-10 (Clause 3.2.1/B (i))</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ equivalent, one separate sheet for each project</p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>	<p>ANNEXURE-10 (Clause 3.2.1/B (i))</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ <b>Lead Partner, in case of Limited Liability Partnership (LLP) Firm</b> / equivalent, one separate sheet for each project</p> <p><b>Signature of CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent</b></p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>
7.	Annexure -11, Page no.47 of 65	<p>ANNEXURE-11 (Clause 3.2.1/B (ii))</p> <p>Experience of the consulting firm</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ equivalent, one separate sheet for each project</p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>	<p>ANNEXURE-11 (Clause 3.2.1/B (ii))</p> <p>Experience of the consulting firm</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ <b>Lead Partner, in case of Limited Liability Partnership (LLP) Firm</b> / equivalent, one separate sheet for each project</p> <p><b>Signature of CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent</b></p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>



S.No.	Tender Reference	Tender Clause	Revised Clause
8.	Annexure -13, Page no.49 of 65	<p>ANNEXURE-13 (Clause 3.2.1/C (i))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ equivalent, one separate sheet for each project</p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>	<p>ANNEXURE-13 (Clause 3.2.1/C (i))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ <b>Lead Partner, in case of Limited Liability Partnership (LLP) Firm</b> / equivalent, one separate sheet for each project</p> <p><b>Signature of CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent</b></p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>
9.	Annexure -14, Page no.50 of 65	<p>ANNEXURE-14 (Clause 3.2.1/C (ii))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ equivalent, one separate sheet for each project</p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>	<p>ANNEXURE-14 (Clause 3.2.1/C (ii))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ <b>Lead Partner, in case of Limited Liability Partnership (LLP) Firm</b> / equivalent, one separate sheet for each project</p> <p><b>Signature of CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent</b></p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>





S.No.	Tender Reference	Tender Clause	Revised Clause
10.	Annexure -15, Page no.51 of 65	<p>ANNEXURE-15 (Clause 3.2.1/C (iii))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ equivalent, one separate sheet for each project</p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>	<p>ANNEXURE-15 (Clause 3.2.1/C (iii))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ <b>Lead Partner, in case of Limited Liability Partnership (LLP) Firm</b> / equivalent, one separate sheet for each project</p> <p><b>Signature of CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent</b></p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>
11.	Annexure -16, Page no.52 of 65	<p>ANNEXURE-16 (Clause 3.2.1/C (iv))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ equivalent, one separate sheet for each project</p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>	<p>ANNEXURE-16 (Clause 3.2.1/C (iv))</p> <p>Experience of the team deployed</p> <p>Experience of the consulting firm</p> <p>On letterhead of CEO/Country Head/Director/ <b>Lead Partner, in case of Limited Liability Partnership (LLP) Firm</b> / equivalent, one separate sheet for each project</p> <p><b>Signature of CEO/Country Head/Director/ Lead Partner, in case of Limited Liability Partnership (LLP) Firm / equivalent</b></p> <p>Place &amp; date                      Signature &amp; seal of the Authorized Signatory</p>



S.No.	Tender Reference	Tender Clause	Revised Clause
12.	Annexure -20, Page no.60 of 65	Annexure 20	Annexure 20 : Not applicable as clause no. 5.4 deleted

