

**Request For Proposal (RFP)**

**Engagement of a Consulting Firm for  
Identifying & Executing New Growth Opportunities**

RFP Ref no.: BHEL/AA/CSM/NGA/57A dt 20 Nov 2019

Pre-bid meeting: 27 Nov 2019

Bid-submission date: 12 Dec 2019



**Corporate Strategic Management  
BHARAT HEAVY ELECTRICALS LIMITED  
New Delhi, India**

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## 1 INVITATION FOR BID

Dear Sir/Madam,

**Sub: Engagement of a consulting firm for identifying & executing new growth opportunities**

Bharat Heavy Electricals Limited (BHEL) is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors. BHEL manufactures a wide range of products and systems and offers services for the core sectors of the economy viz. power, transmission, transportation, renewables, water, defence & aerospace, oil & gas, and industry.

For laying a strong foundation for sustainable growth and for a balanced portfolio in the future, BHEL is looking forward to significantly augment its business from new opportunities. With this objective, BHEL intends to appoint a consulting firm with a proven track record and requisite competence.

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. This work will be carried out in two phases, Phase-1 and Phase-2. Phase-1 will include the identification of new growth opportunities and preparation of implementation roadmap for each opportunity. Subsequent to the completion of Phase-1, the engagement can be extended to Phase-2, at the discretion of BHEL, which will include handholding by the same consulting firm during implementation of some/all of the identified opportunities.

The selection of the consulting firm for this project will be done under Quality and Cost Based Selection (QCBS) method as described in this RFP document. Following salient points relevant to the RFP may please be noted:

1	RFP No	BHEL/AA/CSM/NGA/57A dt 20 Nov 2019
2	Name of Work	Engagement of a consulting firm for identifying & executing new growth opportunities
3	Document Fee	NIL
4	EMD money deposit	NIL
5	Availability of RFP document	<a href="https://www.bhel.com">https://www.bhel.com</a> <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> henceforth referred as 'Tender Portal'
6	Submission for suggestion/ query	26 Nov 2019 1100 hrs IST

6	Pre-bid Meeting	27 Nov 2019 during 1400-1700 hrs IST at Corp Office, BHEL House, Siri Fort, New Delhi or, as informed on tender portal
7	Due date for submission	On or before 12 Dec 2019 1400 hrs IST
8	Date & time of opening of Part-A -unpriced Bid	12 Dec 2019 15:00 hrs IST at BHEL House, Siri Fort, New Delhi or, as informed on tender portal
9	Date & time of opening of Part-B- Price bid	Date and time will be intimated to techno-commercially acceptable bidders in due course.
10	Contact person	Sudhanshu Bansal, DGM (Corp. Strategic Management) Tel: +91 11 6633 7394; email: <a href="mailto:sb@bhel.in">sb@bhel.in</a>

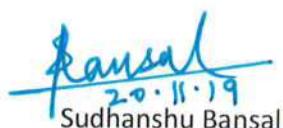
### 1.1 BID SUBMISSION GUIDELINES

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 12 Dec 2019 1400 hrs IST. In exceptional cases, where due to bulky size of the bid documents and it is not possible to drop the bids in the tender box, the bid documents may be handed over to the undersigned. The bids shall be submitted in two parts as below.

- Part-A: Technical & Commercial bid (one original and two copies) containing
  - All technical and commercial details other than price
  - Unpriced 'Price schedule' as per Annexure-7
  - Signed RFP document including terms & conditions, amendments/ clarifications/ corrigendum etc. without any deviation
- Part-B: Price bid (only original) containing only price schedule as per Annexure-2

Both Part-A and Part-B shall be submitted in separate sealed envelopes. The envelopes should be marked as Part-A & Part-B indicating RFP ref no., subject, submission date, name & address of the bidder. Both the envelopes shall be kept in one sealed envelope and this envelope should also be superscripted with "Engagement of a Consulting Firm for Identifying & Executing New Growth Opportunities" along with RFP ref no., submission date, name & address of the bidder. BHEL will not be responsible for the cost incurred in preparation and submission of the bids.

This Invitation for bid is an integral and inseparable part of the enclosed document.



Sudhanshu Bansal

By General Manager (Corp. Strategic Management)

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 Request for Proposal document (RFP)

The complete RFP document has been uploaded on the tender portal. The bidder is expected to download and examine the complete RFP document, including all instructions, specifications, conditions, scope and other requirements given in the document. The RFP document together with all its attachments thereto shall be considered to be read, understood and accepted by the bidders as one document. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the RFP will be hosted on tender portal only. Bidders should regularly visit this portal to keep themselves updated.

### 2.2 Amendment of RFP document

At any time prior to the bid submission date, BHEL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document and host such Clarification/ Addendum/ Corrigendum on the tender portal as deemed necessary. Bidders have to take into account all such Clarification/ Addendum/ Corrigendum before submitting their bid.

### 2.3 Pre-bid meeting

The pre-bid meetings for clarifying any doubts with respect to the RFP document will be held in BHEL office, Siri fort Road, New Delhi-110049. The bidders may send their authorized representatives to attend the same.

Bidders are requested to submit their queries (Annexure-5) on the RFP if any, latest by 11:00 AM (IST) one working day prior to the day of pre-bid meeting. No further opportunity after pre-bid meeting will be granted to seek clarifications.

BHEL's responses to the queries/clarifications etc. and/or minutes of the pre-bid meeting shall also form part of this RFP document and will be hosted on the tender portal without disclosing source of the query. No further queries shall be entertained until and unless decided by BHEL and all decisions taken by BHEL after pre-bid meeting shall be binding on all the bidders.

### 2.4 Language

All correspondence and documents relating to the bid exchanged between the bidder and BHEL shall be in the English language, except that any printed literature may be allowed in another language, provided it is accompanied by an English translation which

shall be used for the purpose of bid interpretation. The bidder shall quote the rates in English language and international numerals.

## 2.5 Legible and correct entries

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

## 2.6 Bid currencies

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

## 2.7 Foreign currency conversion rates

In case turnover and/or any other credentials are in foreign currencies, the same will be converted to INR based on TT Selling Rate of SBI prevailing on the date of opening of Part-A of bid. In case of the day being a bank holiday, then rate on previous bank (SBI) working day shall be considered.

## 2.8 Signing of the bids

Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BHEL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFP document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory. The authorization to sign the document must be confirmed by a written power of attorney accompanying the bid (Part-A) as per Annexure-4.

## 2.9 Submission of bids

The bids shall be submitted in two parts as below.

**Part-A:** Technical & Commercial bid – (one original and two copies) containing:

- a. All technical and commercial details other than price including documents and formats as per the Part-A checklist (Annexure-1);
- b. Unpriced price schedule as per Annexure-7;
- c. Signed RFP and other related documents.

**Part-B:** Price bid (only original) containing only price including documents and formats as per the Part-B checklist (Annexure-1)

- a. To be submitted strictly in line with the 'Price Schedule' (Annexure-22)
- b. No conditions whatsoever shall be given in this Part
- c. Bidder shall not omit or leave blank against any item in the price schedule.

In such a case, bids are liable for rejection.

#### 2.10 Sealing & marking of envelopes

Both Part-A and Part-B should be submitted in separate sealed envelopes. The envelopes should be marked as Part-A & Part-B indicating RFP ref no., bid subject, bid submission & opening date, name and address of the bidder. Both the envelopes shall be kept in one sealed envelope and this envelope should be superscripted with "Engagement of a Consulting Firm for Identifying & Executing New Growth Opportunities" along with RFP ref no., bid submission & opening date, name and address of the bidder.

#### 2.11 Due date

Bids must be submitted on or before 12 Dec 2019 1400 hrs IST or extended date/time if any. BHEL shall not be responsible for receipt of bids after the due date and time of submission. Bids received after the specified time of their submission shall be treated as 'Late' and shall not be considered under any circumstances. BHEL, at its discretion, may extend the bid submission date. Information related to the same shall be hosted on the tender portal.

#### 2.12 Modification and withdrawal of bids

The bidder may withdraw or modify its bid after its submission but before the due date and time for submission as given in RFP document or extended timelines if any.

This is a zero-deviation RFP document. Bidders have to submit a No Deviation Certificate (Annexure-6). Deviation with respect to RFP terms & conditions/suggestions in technical bid/ price bid shall not be considered by BHEL. However, BHEL is open to suggestions in the larger interest of meeting the objective of the RFP, but on/before the pre-bid meeting.

#### 2.13 Opening of bids

The technical & commercial bid (PART-A) shall be opened on 12 Dec 2019 15:00 hrs IST at Corporate Office, BHEL House, Siri Fort, New Delhi 110049, in the presence of

authorized representatives of the bidders, who may like to be present. Representatives of the bidders who are present shall sign a register evidencing their presence.

#### 2.14 Opening of price bids

Price bids of bidders submitting responsive bids and who meet the pre-qualifying criteria and secure more than 70% of the marks in the technical bid will only be opened. All the techno-commercially acceptable bidders shall be informed of the date, time and venue of opening of the price bids. Bidder's representatives who are present shall sign a register evidencing their presence.

#### 2.15 Price discrepancy

- a. If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless, in the opinion of BHEL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly;
- b. If there is a discrepancy in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- c. If there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall prevail; and
- d. If there is such discrepancy in the offer, the same shall be conveyed to the bidder with a cut-off date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be rejected.

#### 2.16 Rounding-Off

Any calculation done for the purpose of evaluation and/or estimation shall be considered up to two decimal points and without rounding-off.

#### 2.17 Evaluation

The evaluation of bids shall be carried out as per section- 4 "Evaluation of bids"

#### 2.18 Award of contract

The bidder who scores highest total marks as per criteria laid out in Section-4 "Evaluation of bids" shall be declared as the successful bidder. BHEL will award the contract to the successful bidder by sending the Letter of Intent (LOI)/Work Order (WO) by email/post. Bidder within 10 working days of receipt of the same, shall sign, stamp and return it to BHEL as a token of his acceptance.

### 2.19 Validity of bid

The bids shall be deemed open for acceptance for a minimum period of 180 days from the date of opening of Part-A. BHEL may solicit extension of this period, requests for which will be made in writing through e-mail.

### 2.20 Rejection of the bids

Any one of the following may lead to rejection of the bid:

- a. Failure to furnish all the information required, or submission of bids not responsive to the RFP document in any respect
- b. Non-acceptance of work for Phase-2 at the bidding stage
- c. Overwriting/cutting etc. in the bid not duly attested by the authorized signatory
- d. Bids received after the specified date and time
- e. Failure to submit clarifications before due-date
- f. Mentioning of price anywhere in Part-A including unpriced price schedule
- g. Bids which do not comply with the RFP conditions or contains counter conditions
- h. Bids from bidders who are under suspension (banned) by any Unit/ Region/ Division of BHEL or its administrative ministry.
- i. Omissions or no entry against any item in the price schedule
- j. If the information given is incorrect, wrong, and/or contrary to the facts
- k. Canvassing in any form in connection with the subject

The acceptance of a bid rests with BHEL and does not bind BHEL to accept the lowest bid or any bid and reserves to itself full rights for rejection without assigning any reasons whatsoever.

### 2.21 Order of precedence

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

- a. Corrigenda/ addenda/ amendments/ clarifications
- b. Invitation for the bid
- c. Special conditions of contract
- d. General conditions of contract
- e. Instructions to bidders

### 2.22 General

- a. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable

bidders shall be asked by BHEL (after freezing the scope, technical specifications, and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time shall be given to all the technocommercially acceptable bidders to submit the impact on their price bids. In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.

- b. Notwithstanding any other condition/provision in the RFP documents, in case of ambiguity or incomplete documents/clarifications pertaining to qualification and evaluation criteria, BHEL may give the bidders a fixed deadline after bid opening to provide complete & unambiguous documents/clarification, etc. in support of meeting the criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.
- c. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

### 2.23 Checklist

For the proper completion of the RFP, the checklists shall be included with the bid, duly signed by the authorized signatory (Annexure-1).

### 3 SCOPE OF WORK & DELIVERABLES

#### 3.1 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 commencement of the 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 for identifying and/or implementing new growth opportunities for companies engaged in at least one of the areas of energy, industrials, and/or utilities<sup>1</sup>". A consulting engagement in similar works shall mean consulting for core work undertaken in that sector. For instance, a consulting engagement in energy sector shall mean core energy sector engagements and shall not include support system consulting work like implementing HR module, risk management, Assurance, operational IT consulting/ (IT/IoT for organizational processes), audit, taxation, finance and other non-management consulting.<sup>2</sup>
- m. "New Growth Area" for the purpose of this assignment is defined as:
  - i. A business area which is new for BHEL in terms of products, services and/or markets and has significant and sustainable growth opportunities; and/or
  - ii. A business area, where BHEL is present but consulting firm suggests implementable strategy which can enhance existing share manifold.

<sup>1</sup> Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI <https://bit.ly/2OnXK52>

<sup>2</sup> The final decision if the refereed work being adjudged as similar work or not would rest with BHEL

New growth areas (preferably 5-7 in numbers) shall collectively be able to meet the Objective (Clause 3.3.1).

### 3.2 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, 3 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 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.

Having been adept at responding to the market requirements in the past, the company is transforming itself by strengthening its leadership in the core business by adding new offerings, while simultaneously sustaining growth through diversification. As a result, BHEL continues to focus on enhancing its business in solar, transportation, transmission, defence, aerospace, water, and other new areas. Nevertheless, energy transition and potentially disruptive technology developments pose challenges to the existing business-mix of the company. To lay the foundation for sustainable growth in the future, BHEL is looking forward to significantly augment its business from new opportunities for a balanced portfolio.

Annual Report 2018-19 of BHEL available at [www.bhel.com](http://www.bhel.com) may be referred to know more about the company including its performance and strategy.

### 3.3 Scope of work & deliverables

BHEL is seeking new growth areas in the continually evolving business and technology environment.

#### 3.3.1 Objective

Identification and implementation of profitable new growth areas in alignment with the company's aspirations for doubling the turnover in the next five years and simultaneously increasing the share of non-coal business from current level of about 30% of business to 50%.

Key aspects of the scope include:

- a. Identifying and creating a list of opportunities including corresponding products/ services/ technologies
- b. Shortlisting at least 5-7 opportunities after evaluation and subsequent acceptance of the company
- c. Preparing a business plan for shortlisted opportunities including capex, partnerships, organizational changes, capability building, etc.
- d. Developing an implementation roadmap for each opportunity
- e. Support in successful roll-out (optional on BHEL)

The details in the following sections capture the specific requirements of the scope of work. However, these requirements shall not be the limiting factor to meet the objective. The consulting firm will be responsible for all the activities as required and as detailed below:

### 3.3.2 Scope of work

**Phase-1:** Phase-1 will primarily include the identification of new growth opportunities and preparation of implementation roadmap for each opportunity by the consulting firm. Phase-1 of this project is further divided into five sub-stages as detailed below:

#### Stage-I: Growth aspirations & opportunity identification

- a. Carry out preliminary due diligence based on initial inputs:
  - i. Understand BHEL (assets, capabilities, value propositions, etc.)
  - ii. Understand aspirations (interaction with management & cross-section of employees)
  - iii. Key industry trends relevant to the objective
- b. Develop mutually agreed boundary conditions for evaluating new business opportunities viz. Go /No Go sectors, market size, revenue potential, synergy with existing capabilities, capital investment, ease of technology acquisition/ sourcing/ development, gestation period, etc.
- c. Develop a list of products/ services based business opportunities for BHEL broadly based on above boundary conditions & other parameters, if any as deemed relevant and accepted by the BHEL, after discussions. BHEL may also suggest internally generated ideas that are to be considered by the consulting firm while developing the list of opportunities.
- d. As an outcome of this stage, a list of opportunities to be prepared with each opportunity accompanied with preliminary due diligence based on above in order to help BHEL to assess and accept the outcome.

### **Stage –II: Prioritization and identification of select key opportunities**

- a. Identify and apply additional prioritization filters for shortlisting potential opportunities.
- b. Deep dive into short-listed opportunities for further due diligence including:
  - i. Market attractiveness: potential growth, market size, competition, customers, entry barriers, business models, gestation period, value chain & sources of value creation
  - ii. Financial attractiveness: revenue potential, capex, industry operating margin
  - iii. Technology assessment: depth of technology availability/ acquisition, details on available options, ease of technology sourcing/ development
  - iv. Policy and regulatory framework
  - v. The outlook of related global & domestic industry
  - vi. Synergy with current assets & capabilities of BHEL
  - vii. Competitive advantage for BHEL vis-à-vis other players/ potential entrants
  - viii. Short (within two years), medium (up to five years) and long term (more than five years) prospects including possible disruptions for each opportunity
  - ix. Successful and unsuccessful forays in these business areas in the past and learnings
- c. Based on the above, clear recommendations on selected business opportunities, in sync with the stated objective.
- d. The above process can be iterative in nature to arrive at mutually agreed opportunities.
- e. As an outcome of this phase, each selected opportunity to be accompanied by a detailed due diligence report on above said parameters, and others as mutually identified, in order to help BHEL to assess and accept the outcome.

### **Stage –III: Development of the business plans for shortlisted opportunities**

- a. The consulting firm shall develop detailed business plans for each shortlisted opportunity providing details on financial aspects, technical aspects, legal aspects, regulatory interface, strategic issues, etc. Indicative parameters include:
  - i. Market entry methods –organic or through partnerships
  - ii. Business model with critical success factors
  - iii. Sources of competitive advantage
  - iv. Revenue, cost and profit projections for the next ten years
  - v. Cash inflows and outflows
  - vi. Capital expenditure requirements, payback period, IRR, ROI/ROCE, the timeline for project implementation
  - vii. Identification of location for executing the new opportunity based on BHEL's existing assets and strategic fit with the opportunity
  - viii. Technology related partnerships/collaboration & likely available partners
  - ix. Risk assessment for the project and mitigation mechanisms

- x. Marketing strategy
- xi. Identification of capabilities required involving identification of capability gaps and potential modes for capability building
- xii. Raw material procurement
- xiii. Manpower and skills required
- xiv. Organizational changes required
- b. Team members from the consulting firm may have to visit BHEL manufacturing units/project sites multiple times for the formulation of detailed business plan.
- c. As an outcome of this phase, detailed business plans based on the above parameters to be submitted for each new business area to ensure buy-in of the top management and subsequent acceptance.

#### **Stage –IV: Implementation roadmap**

- a. Prepare an implementation road map for successful roll-out for each opportunity.
- b. Design an Execution Management Office (EMO) including capability building of people for the execution of the road map.
- c. For each opportunity, create a detailed charter of milestones with required timelines.
- d. Create a full charter of strategic initiatives and a monitoring framework for each new business opportunity including:
  - i. objectives/ initiatives/ actions
  - ii. roles and responsibilities
  - iii. timelines
  - iv. resources required
  - v. dependencies on other activities or factors
  - vi. prioritization of actions
  - vii. additional support required & other crucial aspects
  - viii. metrics for success
- e. As an outcome of this phase, a detailed implementation roadmap based on above parameters and other mutually agreed parameters to be submitted for buy-in of the top management and acceptance.

#### **Stage –V: Final report**

At the end of the above four stages, two spiral-bound copies of comprehensive final report along with soft copies covering recommendations, business plans, roadmap implementation, and other crucial aspects for each of the selected business opportunities to be submitted for final acceptance by BHEL and closure of the assignment.

## Phase 2- Implementation support

Subsequent to the final outcome and the acceptance of implementation road map, BHEL within six months, may decide to extend engagement with the selected consulting firm for handholding during the implementation of some/all of the opportunities identified. The indicative scope for this phase is detailed below:

- a. Set up implementation teams, and conduct trainings/ workshops
- b. Support in forging technology or any other partnerships as identified
- c. Implementation of organization changes, as required
- d. Vetting of capex proposals, wherever applicable
- e. Support in setting up resources and other activities in the identified manufacturing unit/s
- f. Set up review mechanisms, preferably IT based, for execution
- g. Rolling out of pilot projects, if applicable in any of the opportunities selected
- h. Guide the teams to modify the initiatives and processes based on learnings, if any
- i. Support in winning the first order (opportunity identification, bid preparation, market intelligence, pricing recommendation, etc.)
- j. Quarterly revisit of strategy with top management and course-correction

The specific scope and deliverables will be agreed mutually by the BHEL team and the consulting firm prior to the award of work for this phase. Separate work orders will be placed for each opportunity identified.

For Phase-2, the following may be noted:

- a. Detailed scope for Phase-2 shall be decided by BHEL at the end of Phase-1, based on the outcome of Phase-1
- b. Number of team/s, team size, and constitution of teams for Phase-2 to be decided subsequently
- c. For Phase-2 scope of work, the bidder shall be paid on hourly basis, wherein the blended hourly rate shall be calculated by dividing lump-sum rate quoted for Phase-I, with total 4032 blended hours<sup>3</sup>.
- d. The contract for Phase-2 shall be initially valid for a period of 18 months from the date of work order for Phase-2 and no revision in rates shall be made during the contract period or any extended period.

<sup>3</sup> Equivalent to {24 weeks x 5 days a week x 8 hours per day x (3+1) persons in team} + {1 day per week for the partner for 24 weeks x 8 hours per day} considered for Phase-I

### 3.3.3 Deliverables

#### Schedule of deliverables (Phase-1)

On the basis of preceding sections, the consulting firm is required to deliver the following set of deliverables (in the form of MS Word document, Powerpoint presentations, Excel model and/or other formats as required) as per the timelines mentioned below:

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 <sup>4</sup> (Week)
	<b>Zero date</b>	T (date)
1	<b>Inception Report</b> Submission of a brief presentation after discussion with BHEL on project methodology, work plan & schedule of sub-activities	T+1 wk
2	<b>List of Opportunities</b> Preparation and submission of a report and presentation detailing the process and outcome of Stage-I.	T+4 wk
3	<b>Shortlisting of Opportunities</b> Preparation and submission of a report and presentation detailing process and outcome of Stage-II	T+9 wk
4	<b>Business Plans</b> Preparation and submission of a report and presentation detailing the process and outcome of Stage-III.	T+19 wk
5	<b>Implementation Roadmap</b> Preparation and submission of a report and presentation detailing the process and outcome of Stage-IV.	T+23 wk
6	<b>Final Report</b> Submission of two sets of spiral-bound final reports along with soft copies covering recommendations, business plans, roadmap implementation, and other crucial aspects (including all excel models, sheets formats, etc.) for each of the selected business opportunities for final acceptance by BHEL and closure of the assignment.	T+24 wk

<sup>4</sup> Includes expected time taken by BHEL to provide comments on the draft reports within 6 working days and ensuing 3 days for necessary amendments by the consulting firm and finalization after each phase.

### Schedule of deliverables (Phase-2)

N	Key submissions	Duration
1	<p><b>Monthly reports</b></p> <p>The deliverables will be in the form of monthly progress reports, the format of which will be finalized at time of order placement but will include status of progress, action plan for meeting next milestone, recommendations and any other point that may be agreed.</p>	For a maximum of up to 18 months from placement of Work orders for each opportunity

### Other aspects of deliverables

- a. Presentations to the senior team of BHEL to ensure their buy-in will have to be made by the lead partner after each stage.
- b. The deliverable shall be treated as completed when accepted by BHEL.
- c. 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.
- d. 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.
- e. The recommendations provided by the consulting firm shall be doable in the overall context of BHEL.

## 4 EVALUATION OF BIDS

### 4.1 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 ₹ 2.4 Crore Cr from consulting works during the last three years, 2016-17; 2017-18 & 2018-19. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2016, 2017 & 2018.

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.

#### b) Experience of the consulting firm

The bidder must have undertaken similar works<sup>5</sup> during the last seven years (2012-13 to 2018-19/ 2013-2019):

- i. Three completed similar works with the order value of not less than ₹ 3.2 Crore Cr each; or
- ii. Two completed similar works with the order value of not less than ₹ 4 Crore each; or
- iii. One completed similar work with the order value of not less than ₹ 6.4 Crore Cr

For the above purpose, the cumulative value of completed works executed in two parts i.e. new growth strategy (identification) & its implementation (against separate work order) shall also be acceptable. In such a case, this will be treated as one work.

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment (Annexure-8)

#### 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 (full time); iii) Three Consultants (full time). Minimum experience required of the team is as under:

<sup>5</sup> For 'similar works', here and elsewhere, refer definition under Section-3

Partners/ Director/ equivalent	Minimum 15 (fifteen) years of consulting experience including 7 (seven) years in similar works
Project Manager	Minimum 7 (seven) years including 2 (two) years in similar works
Consultants	Minimum 2 (two) years of consulting experience

CVs of all the Team Members proposed to be deployed for this project as per Annexure-9, duly certified by CEO/Country Head to be attached. However, 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.

#### 4.2 Evaluation of Techno-commercial bid

##### 4.2.1 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 80% weighted score for quality (techno-commercial bid) and 20% weighted score for the price (price bid).

N	Criteria	Max marks	Scale/ scheme of marking
A	<b>Average annual turnover</b> of the bidder from consulting works during last three years (FY17, FY18, FY19/ 2017-2019)	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	<b>Experience of the bidder</b> during the last seven years (2012-13 to 2018-19/ 2013-2019) (max marks: 25)		
i.	No of similar works undertaken globally (excluding India), each having a value of at least USD 5,70,000 (Annexure-10)	5	20 projects and above-5 marks Scoring based on normalization <sup>6</sup> with above ceiling
ii.	No of similar works undertaken in India, each having a value of at least ₹ 4 Crore (Annexure-11)	10	15 projects & above- 10 marks

<sup>6</sup> Linear normalisation with zero marks as minimum

			Scoring based on normalization with above ceiling
iii.	No of similar works undertaken among Indian Navratna/ Maharatna CPSEs/Govt., each having a value of at least ₹ 4 Crore (Annexure-12)	10	10 projects and above-10 Scoring based on normalization with above ceiling
<b>C</b>	<b>Experience of the team deployed</b> during the last seven years (2012-13 to 2018-19/2013-2019) (max marks: 30):		
i.	Number of similar works undertaken by lead partner/ partners, each assignment having a value of at least USD 5,70,000 (global)/ Rs 4 Crore (India) (Annexure-13)	10	15 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 4 Crore (Annexure-14)	5	10 projects and above-5 Scoring based on normalization with above ceiling
iii.	Number of similar works undertaken by proposed project manager among Indian companies, each assignment having a value of at least Rs 4 Crore (Annexure-15)	10	6 projects and above-10 Scoring based on normalization with above ceiling
iv.	Total number of consulting works in Indian companies collectively undertaken by consultants <sup>7</sup> , each assignment having a value of at least Rs 4 Crore (Annexure-16)	5	4 projects and above-5 Scoring based on normalization with above ceiling
<b>D</b>	<b>Business presentation</b> (max marks: 40)		
i.	Demonstration of the understanding of the following: 1. Global and Indian business environment related to similar companies 2. Understanding BHEL's context, challenges, aspirations, and strengths	10	D (i) to (iii) Shall be assessed based on Presentation (Soft copy and a signed hard-copy of the presentation needs to be submitted after the presentation)
ii.	Approach for identifying new growth areas: 1. Availability of Strategic tools/ models, research database, and application of the	15	

<sup>7</sup> However, each consultant should have undertaken at least one work

	same in other previous similar engagements		
	2. 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.		
iii.	<p>Approach for implementation</p> <p>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, &amp; specific requirements from BHEL against each activity.</p> <p>2. Success stories along with impact created on the ground through similar engagements in past</p>	15	
	<b>Total</b>	<b>100</b>	-

i. The works/ assignments cited for the following sub-sections should be mutually exclusive

- 4.2.1 (B-ii) and 4.2.1 (B-iii)
- 4.2.1 (C-i) and 4.2.1 (C-ii)

i.e. Work/ assignment should not be cited at more than one sub-criteria.

ii. 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.

iii. 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)

iv. 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.

- v. Experience of the sister concerns from all International office locations of the bidder shall also be acceptable in case of global project references under Clause 4.2.1/B(i) subject to Clause 6.5.
- vi. For various evaluation parameters as mentioned in Section 4.2 and its sub-sections, only completed works (works starting and, 90% or more scope completing during the said period) shall be considered as consulting engagements.
- vii. For evaluation under Clause 4.2.1/C, if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants.
- viii. Evaluation of Clause 4.2.1/D(i)-(iv) 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.
- ix. 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.
- x. Bidder may further be called for a Q&A session after a few days.
- xi. The on-site team will consist of a minimum 1 Project Manager and 3 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.
- xii. Bidder shall submit the CVs of all the team members proposed to be deployed for this project (Annexure-9)
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. BHEL reserves the right to seek changes in the team during the course of the assignment.
- xvii. 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.

xviii. 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 4.2.1/B of Technical evaluation criteria would be considered as the successful bidder.

#### 4.2.2 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:

$$S = 80\% \text{ of } S_T + 20\% \text{ of } S_f$$

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	$80\% \times (95 \times 100 / 95) + 20\% \times (300 \times 100 / 600) = 90.00$	-
2 <sup>8</sup>	DEF	84	300	$80\% \times (84 \times 100 / 95) + 20\% \times (300 \times 100 / 300) = 90.74$	H-1
3	GHI	75	450	$80\% \times (75 \times 100 / 95) + 20\% \times (300 \times 100 / 450) = 76.49$	-
4 <sup>9</sup>	XYZ	65	NA	NA	-

<sup>8</sup> Lowest price bid

<sup>9</sup> Not considered since Tech. score is less than 70

## 5 GENERAL CONDITIONS OF CONTRACT

### 5.1 Contract

The terms and conditions of the RFP document, any pre-bid minutes published and LOI / WO placed shall constitute the entire agreement between the parties hereto. Contract agreement as specified by BHEL needs to be executed upon acceptance of LOI / WO. Until a formal contract is signed, the Work Order and acceptance of the same will constitute a binding contract.

### 5.2 Authorized signatory

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/ Country Head / Board (certified copy of Board resolution, authenticated by Company Secretary), authorizing an official or officials of the company to discuss, sign agreements/contracts with BHEL, raise invoice and accept payments and also to correspond.

### 5.3 Work timings

The selected bidder and the team deployed for this assignment shall consider normal working hours of BHEL (0900-1730 hrs at Delhi NCR; 0800-1630 hrs, or as applicable at other manufacturing locations) while planning their resources and performance commitments.

### 5.4 Engagement of experts

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.

### 5.5 Rights of BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any.

To terminate the contract or withdraw a portion of work and get it done through other consulting firms, 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
- ii. Backlog attributable to the selected bidder including the unexecuted portion of work does not appear to be executable within a balance available period considering its performance of execution.
- iii. Withdrawal from or abandonment of the work by the selected bidder before completion of the work as per contract.

- iv. Non-completion of work by the selected bidder within the scheduled completion period as per contract or as extended from time to time, for the reasons attributable to the selected bidder.
- v. Termination of contract on account of any other reason/s attributable to the selected bidder.
- vi. Assignment, transfer, subletting of contract without prior permission.
- vii. Non-compliance to any contractual condition or any other default attributable to the selected bidder
- viii. If the successful bidder becomes insolvent or bankrupt
- ix. If the successful bidder, in the judgment of BHEL has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- x. Upon termination of this contract, BHEL shall settle the payment/s only for the deliverables actually executed prior to the date of such termination. No further payment shall be made on termination.

### 5.6 Integrity Pact (IP)

The bidders shall have to enter into Integrity Pact(IP) with BHEL (Annexure-17)

- a. IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption-free manner. Following Independent, External Monitors (IEMs) on the present panel has been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

N	IEM	Address	Ph/email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C-1204, C Tower, Amrapali Platinum Complex, Sector 119, Noida (U.P.)	+91 8130386387 acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	+91 8853760730, 9818377360 vbsinghips@gmail.com

- b. The IP as enclosed with the RFP is to be submitted (duly signed by authorized signatory) along with technical bid (Part-A). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- c. Please refer to section 8 of IP for the roles and responsibilities of IEMs. In case of any complaint arising out of the bidding process, the matter may be referred to any one of the above IEMs. All correspondence with the IEMs shall be done through email only.
- d. No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions, or any other administrative queries, etc. on the RFP issued. All such clarifications/issues shall be addressed directly to the RFP issuing department's officials.

### 5.7 **Corrupt or fraudulent practices**

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

### 5.8 **Integrity commitment, performance of the contract and punitive action**

**Commitment by BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the bidding process and execution of the contract. BHEL will during this process treat all bidder(s) in a transparent and fair manner, and with equity.

**Commitment by bidder:** The bidder commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder during pre-bid/ bidding/ post-bidding/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

### 5.9 **Not Banned / Holiday listed / Blacklisted**

The bidder should not have been banned from participating in tenders or on holiday list/ blacklist at the time of bidding by BHEL or its Administrative Ministry (Ministry of Heavy Industries & Public Enterprises). Bidder to submit a declaration as part of General Declaration Certificate-Declaration (Annexure-3).

### 5.10 **Conflict of interest**

- In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BHEL, the authority

inviting the bid shall be informed of the fact as and when the bidder/ consultant become aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.

- b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- c. The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- d. The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement
- 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, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

#### 5.11 Force Majeure

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

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

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

In case of delays lasting over one month notwithstanding force majeure, BHEL reserves the right to terminate the contract and, the provisions governing termination as given in this document shall apply.

### 5.12 Conciliation & Arbitration

**Conciliation:** If at any time any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

- a. No serving or a retired employee of the BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- c. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme (Annexure-23).

**Arbitration:** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by a notice in writing to the other party under the provisions of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by BHEL Unit/ Division/ Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

- a. The language of the arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award
- b. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
- c. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.
- d. Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in

a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

#### 5.13 Applicable law & jurisdiction of the court

The contract including all matters connected with this contract, its meaning and interpretation, and the relation between the parties shall be governed by and construed in accordance with the applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at New Delhi (India).

#### 5.14 Compliance to regulations and bye-laws

The successful bidder shall conform to the provisions of any statute relating to the work and regulations and bye-laws of the statutory authority. The successful bidder shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. The successful bidder shall be responsible for all statutory obligations and any other laws in above regard in force from time to time regarding employment or condition of service of bidder's workmen or employees.

#### 5.15 Accidents/ damages/ claims liabilities

- a. In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third party claims.
- b. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims)
- c. Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.

#### 5.16 Safety and statutory requirements

The team deployed by the selected consulting firm shall abide by all Safety Rules and Guidelines of BHEL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the manufacturing units/ sites. The consulting firm shall also be responsible for compliance to statutory and government regulations as applicable as well as the safety & welfare of all employees deployed at BHEL and payment of salaries to their employees and statutory deductions if any.

### 5.17 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.

### 5.18 Guarantees

The bidder will indemnify, protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.

### 5.19 Professional liability

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

### 5.20 Change in character of the bidder

In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to inform BHEL at least three months in advance in writing with proper documentation that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm.

### 5.21 Non-Disclosure Agreement

The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL (Annexure-18) or any other as mutually agreed.

#### 5.22 Use of contract documents, specifications, design

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

#### 5.23 Documents/ reports/ deliverables

Reports & documents submitted by the successful bidder shall become and remain the property of BHEL. BHEL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BHEL can download, make copies, distribute, modify and create derivate works of the reports.

#### 5.24 Right to implementation

BHEL shall be at its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.

#### 5.25 Modification

Modification of the terms and conditions of this contract, including any modification in the scope or price of the contract, may only be made by written agreement between BHEL and the selected bidder.

#### 5.26 Sub-contracting and assignment

This contract shall not be assigned or subcontracted by the consulting firm to any third party without the prior written consent of BHEL.

#### 5.27 Office at site

The successful bidder shall deploy the resources for this work at BHEL's registered office located at BHEL House, Siri Fort, New Delhi or any other BHEL office in Delhi-NCR as specified by BHEL.

#### 5.28 Registration

Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India.

Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.

## 6 SPECIAL CONDITIONS OF CONTRACT

### 6.1 Security Deposit (SD)

Successful consulting firm shall be required to deposit a SD amount, which shall be 5% of the contract value before commencement of the work and can be deposited in one of the following forms:

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

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

The Security Deposit shall be valid for a period of seven months beyond the period of the contract. All expenses incurred in obtaining such deposit shall be borne by the consulting firm. The consulting firm shall be responsible for extending the validity date and claim period of the guarantee on account of any delay on their part. The Security Deposit shall not carry any interest.

The security deposit will be released once the security deposit for the implementation of selected business opportunities (if any) of Phase-2 is received. In case, BHEL decides not to engage the consultant for Phase-2, the deposit will be released prior to the expiry of 7 months from end of Phase-1 (Annexure-19)

### 6.2 Contract period

Phase-1 of the contract shall be for a period of 24 weeks from the zero date. 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. 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.

#### 6.3 Acceptance for Phase-2

The Bidder shall agree to accept the orders for Phase-2, if so decided by BHEL, within the stipulated timelines for accepting the same. This acceptance will be a part of the work order for Phase-1. Non-acceptance of this at the bidding stage will make the bid liable for rejection. In case of non-acceptance of Phase-2 after completion of Phase-1, the security deposit shall be forfeited. The security deposit will be released once the security deposit for the implementation of selected business opportunities is received.

#### 6.4 Acceptance for Phase-2

The bidder shall agree to accept the orders for Phase-2 (to be submitted as part of the attached Bid Form, Annexure-2) if so decided by BHEL within the stipulated timelines. Non-acceptance of this condition at bidding stage for Phase-1 will make the bid liable for rejection.

#### 6.5 Travel expenses

The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel 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 (limited to BHEL's E7 level for partner/director, E6 level for the project manager and E5 for consultant). BHEL at its discretion may or may not accept the proposed visit and may suggest alternate interaction mechanisms like video conferencing. All train/ flight/hotel/guesthouse bookings will be made by BHEL. Any other expenses not mentioned above shall be borne by the consulting firm themselves. Expenses towards any international travel of the team members (if required), if done on BHEL's behest shall be borne by BHEL.

#### 6.6 Global resource sharing

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.

#### 6.7 Price escalation

The rates will be valid until the entire scope of the RFP, including Phase-2, is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

### 6.8 Price Reduction Schedule (PRS)

In case the successful bidder fails to complete the services within stipulated period then unless such failure is due to force majeure as defined earlier in this document 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. 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. 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.

### 6.9 Taxes & duties

- a. Consulting firm shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the firm only after submission of GST compliant invoice. The successful firm shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- c. GSTIN of BHEL will be provided to the service provider(s) along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. Payment to the service provider(s) will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the service provider(s) by BHEL.
- f. Applicable GST shall also be recoverable from the service provider(s) in case of PRS recovery/penalty on account of breach of terms of contract.

### 6.10 Variation in taxes & duties

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or any extension thereof for reasons solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and consulting firm only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's techno-commercial bid but before the opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of bid.

#### 6.11 Terms of payment

##### 6.11.1 Phase-1

Payments for Phase-1 will be made as per the schedule below:

SN	Milestone	% Payment of the Work Order Value
1	Completion of Stage-I and acceptance by the approving authority	5%
2	Completion of Stage-II and acceptance by the approving authority	15%
3	Completion of Stage-III and acceptance by the approving authority	35%
4	Completion of Stage-IV and acceptance by the approving authority	30%
5	Completion of Stage-V and acceptance by the approving authority	15%

Payment will be made only against receipt of the GST compliant invoices and as per the schedule prescribed for each activity. 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.

##### 6.11.2 Phase-2

Payment for Phase-2 will be done on a quarterly basis subject to acceptance of mutually agreed deliverables ■

**ANNEXURE-1**  
**CHECKLIST**

(To be filled by the bidder and submit along with the Part-A bid)

SN	PARTICULARS	BHEL's REQUIREMENT (to be submitted)	Confirmation Y/N
<b>As part of Part-A bid</b>			
1	Bid form	Annexure-2	
2	General Declaration Certificate	Annexure-3	
3	Power of Attorney	Annexure-4	
4	Pre-bid meeting (clarifications sought)	Annexure-5	
5	No Deviation Certificate	Annexure-6	
6	Unpriced Price Schedule	Annexure-7	
7	Turnover from consulting works (PQR)		
8	Experience of the consulting firm (PQR)	Annexure-8	
9	CV of all team members (PQR)	Annexure-9	
10	Experience of the consulting firm	Annexure-10-12	
11	Experience of the team deployed	Annexure-13-16	
12	Integrity Pact Agreement	Annexure-17	
13	Non-Disclosure Agreement	Annexure-18	
14	Bank Guarantee	Annexure-19	
15	Letter of comfort	Annexure-20	
16	Certificates Copies to be submitted: I. Registration Certificates II. Permanent Account Number III. GST registration IV. PF registration V. Proof of Arrangement with the parent		

17	Confirm that all pages of Part-A & subsequent clarifications/ corrigendum are signed, dated & stamped	Bidder to confirm	
18	One original & two copies of Part-A bid submitted	Bidder to confirm	
19	Both Part-A & Part-B bids submitted in sealed envelopes	Bidder to confirm	
20	Part-A bid is accompanied by an unpriced price schedule and does not contain any financial information	Bidder to confirm	
21	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to confirm	

**As part of Part-B bid**

1	Price schedule (Part-B)	Annexure-21	
2	Price bid (only original) has been submitted in a separate sealed cover	Bidder to confirm	
3	Bidder has not made any omissions or left any blank items in the price bid	Bidder to confirm	

Place &amp; date

Signature &amp; seal of the Authorized Signatory



## ANNEXURE-2

### BID FORM

(To be typed in the letterhead of the bidder)

To,

(Write Name & Address of Officer of BHEL inviting the bid)

Dear Sir/ Madam,

Having examined the RFP No [•] we, the undersigned, hereby offer to provide consultancy services in conformity with the terms and conditions of RFP.

We are enclosing our bid including "Techno-commercial bid, Part-A" in original plus two copies and "Price bid, Part-B" in original with the details as per the requirements of the Proposal Documents, for your evaluation. It is further noted that it is not permissible to put any remarks/conditions in the "Price bid" and we agree that the bid shall be rejected on doing so.

The offer is valid up to 180 days from the due date of submission of the proposal document. i.e. [•].

Should our offer be accepted by BHEL for Award, we further agree to furnish 'Security Deposit' for the work as provided for in the RFP Conditions within the stipulated time as indicated by BHEL.

We further agree to execute all the works referred to in the said Request for Proposal upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto. We specifically agree to accept orders for Phase 2, as decided by BHEL within the stipulated time and the rates given in the price schedule.

Until a formal contract is prepared and executed, this bid, together with your LOI/ Work order, shall constitute a binding contract between us.

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-3**  
**GENERAL DECLARATION CERTIFICATE**

To,  
(Write Name & Address of Officer of BHEL inviting the bid)

Dear Sir/Madam,

Sub: Declaration by the authorised signatory

Ref: RFP Ref No: [•]

I, [•] hereby certify that all the information and data furnished with regard to this RFP No. [•] are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I hereby certify that all the documents submitted by us in support of the possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of Bharat Heavy Electricals Limited.

We hereby declare that we have not been placed on any holiday list or blacklist declared by BHEL or its Administrative Ministry (Ministry of Heavy Industries and Public Enterprises).

I, further certify that I have been duly authorized by my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-4**  
**POWER OF ATTORNEY**

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Corporate Strategic Management, BHEL house, Siri fort, New Delhi 110049 [•] in connection with [•] vide RFP Ref No. [•] dated [•].

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Place & date	CEO/Country Head/Director/equivalent
Witness	Signature of Mr/Ms.....(Attorney)
Notary public	Attested by: CEO/Country Head/ Director/ equivalent

**ANNEXURE-5**  
**PRE-BID MEETING (CLARIFICATIONS SOUGHT)**

RFP Ref no.:

Name of the bidder:

SN	Reference of bid Document				Suggestion/ query
	Page No.	Section No.	Clause No.	Subject	

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-6**  
**NO DEVIATION CERTIFICATE**  
(To be typed in the letterhead of the bidder)

To,  
(Write Name & Address of Officer of BHEL inviting the bid)

Dear Sir/ Madam,

Sub: No Deviation Certificate

Ref: 1) RFP Ref no: [•]  
2) All other pertinent issues to date

We hereby confirm that we have not changed/ modified/materially altered any of the RFP documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the RFP conditions together with other references applicable for the above-referred RFP.

We further confirm our unqualified acceptance to all Terms and Conditions and unqualified compliance to RFP Conditions.

We confirm to have submitted our offer in accordance with RFP instructions and as per aforesaid references.

Thanking you,

Yours sincerely,

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-7**  
**UNPRICED PRICE SCHEDULE (PART-A)**

RFP no:

Subject:

Name of bidder:

SN	Item description	Unit of measurement	Price inclusive of all taxes & duties excluding GST
A	B	C	D
1	Lump-sum consultancy charges for Phase-1 only	INR	NA
2	Blended hourly rates = (B1/4032)	INR	NA

Place & date

Signature & seal of the Authorized Signatory

*Note: Price not be mentioned in this annexure*

**ANNEXURE-8**  
**Experience of the consulting firm**  
**List of reference works (Clause 4.1/b)**  
(To be typed in the letterhead of the bidder)

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Zero date	Completion Date
1								
2								
...								

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

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-9**  
**CV of Team Members**

(Please attach a separate sheet for Lead Partner/Partners, Project Manager & Consultants)

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

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

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

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-10 (Clause 4.2.1/B (i))**
**Experience of the consulting firm**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-11 (Clause 4.2.1/B (ii))**
**Experience of the consulting firm**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place &amp; date

Signature &amp; seal of the Authorized Signatory



**ANNEXURE-12 (Clause 4.2.1/B (iii))**
**Experience of the consulting firm**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-13 (Clause 4.2.1/C)**
**Experience of the team deployed**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place &amp; date

Signature &amp; seal of the Authorized Signatory



**ANNEXURE-14 (Clause 4.2.1/C (ii))**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-15 (Clause 4.2.1/C (iii))**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date
1							
2							
...							

Place &amp; date

Signature &amp; seal of the Authorized Signatory



**ANNEXURE-16 (Clause 4.2.1/C (iv))**

To be typed on letterhead of CEO/Country Head/Director/Equivalent

SN	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Completion Date	Name of the consultant
1								
2								
...								

Place & date

Signature & seal of the Authorized Signatory



**ANNEXURE-17**  
**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**And**

[•] (description of the party along with address), hereinafter referred to as "The bidder/Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for [•] The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.2. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.3. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any

other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2- Commitments of the bidder(s)/ Contractor(s)**

2. The bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1. The bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - 2.2. The bidder(s)/ Contractor(s) will not enter with other bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 2.3. The bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 2.4. Foreign bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
3. The bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the bidder(s)/



Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

#### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

#### **Section 5- Previous Transgression**

1. The bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6- Equal treatment of all bidders/ Contractors / Sub-contractors**

1. The Principal will enter into agreements with identical conditions as this one with all bidders and Contractors. In the case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7- Criminal Charges against violating bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of the conduct of a bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 -Independent External Monitor(s)**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
3. The bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the bidder(s)/ Contractor(s). The bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
7. The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
8. The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
9. IEM should examine the process of integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
10. If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offense under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offense or



reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

11. The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
12. The word 'Monitor' would include both singular and plural.

#### **Section 9- Pact Duration**

1. This Pact shall be operative from the date IP is signed by both the parties till the final completion of the contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/guarantee etc. should be outside the purview of IEMs.
2. If any claim is made/ lodged during the currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

#### **Section 10- Other Provisions**

1. This agreement is subject to Indian laws and jurisdiction shall be the registered office of the Principal, i.e. New Delhi.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
5. Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & on behalf of the  
Principal (Office Seal)

Witness:

Name & Address:

Place:

Date:

For & on behalf of the  
bidder (Office Seal)

Witness:

Name & Address:

Place:

Date:



**ANNEXURE-18**  
**NON-DISCLOSURE AGREEMENT**  
(To be signed with the selected bidder)

M/s...

(Name and details of the consulting firm)

**Non-Disclosure Agreement**

BHEL has appointed M/s [•] (hereinafter referred to as 'Consulting Firm') for providing services with regard to "Engagement of a Consulting Firm for Identifying & Executing New Growth Opportunities"

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with BHEL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with BHEL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with BHEL and not generally known outside BHEL.
- During the consulting firm's involvement in this work & association with BHEL and after his association is terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BHEL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BHEL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from BHEL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by BHEL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.



- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside BHEL, any conclusions that the consulting firm or others draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.
- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from BHEL before engaging in any conduct that could jeopardize the confidentiality of the information.
- If the consulting firm has to disclose the confidential information to a person inside BHEL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify BHEL.
- Upon termination of his/her assignment or as requested by BHEL, the consulting firm will return all material containing confidential information to BHEL.

#### Exceptions

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the BHEL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that BHEL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of one year from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.



The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's legal representatives, whereupon it shall become a binding agreement.

Bharat Heavy Electricals Ltd.

Agreed and accepted by:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ANNEXURE-19**  
**BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT)**  
 (To be executed on non-judicial stamp paper of appropriate value)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort Road New Delhi 110049<sup>1</sup> through its Unit/office at .....(name of the Unit) having agreed to exempt ( Name of the Vendor / Contractor / Vendors) with its registered office at .....<sup>2</sup> (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No.\_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----) <sup>4</sup> (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for ₹\_\_\_\_\_<sup>5</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_(indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_(address of the head Office) (hereinafter referred to as the Bank), at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding ₹\_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹\_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said



contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or another guarantee that the Employer may have in relation to the Contractor's liabilities. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.



We, \_\_\_\_\_ Bank, have the power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Place: \_\_\_\_\_ Signature & seal of the Authorized Signatory  
Date: \_\_\_\_\_  
For: Name of the Bank

- 1 Address of employer, Bharat Heavy Electricals Limited
- 2 Address of contractor/ supplier
- 3 Details about the notice of contract
- 4 Contract value
- 5 BG amount in figures and words
- 6 Validity date
- 7 Date of expiry of the claim period

#### Note

In the case of Bank guarantees submitted by foreign vendors:

- A. From nationalised banks/public sector/ private sector/ foreign banks (BG issued by branches in India) can be accepted subject to the condition that the bank guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. Demand can be presented at the branch located on the town/city or at nearest branch where the unit is located.
- B. From foreign banks (where foreign vendors intend to provide BG from the local branch of the vendor country's bank)
  - a. In such a case, Bank Guarantee issued by any of the Consortium banks only will be accepted by BHEL. As such, foreign vendor needs to make necessary arrangements for issuance of Counter-Guarantee by foreign bank in favor of the Indian Banks's (BHEL's consortium bank) branch in India. All charges for issuance of Bank Guarantee/Counter Guarantee should be borne by the foreign vendor.
  - b. In case, foreign vendors intend to provide BG from an overseas branch of our consortium bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at B.1 needs to be followed
  - c. The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time.)



**ANNEXURE-20**  
**LETTER OF COMFORT**  
(on the letterhead of parent company of the bidder)

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: Comfort Letter

We hereby confirm that, for the work under RFP no. [•] for engagement of a consulting firm for identifying & executing new growth opportunities for BHEL, [•] [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.

On behalf of [name of the  
parent company]

[Signature & seal]

Place & date

Signature & seal of CEO/country  
head/ Director/ equivalent

Place & date



**ANNEXURE-21**  
**PRICE SCHEDULE (PART-B)**

RFP no:

Subject:

Name of bidder:

SN	Item description	Unit of measurement	Price inclusive of all taxes & duties excluding GST
A	B	C	D
1	Lump-sum consultancy charges for Phase-1 only	INR	In Fig: In words:
2	Blended hourly rates = (B1/4032)	INR	In Fig: In words:

Place & date

Signature & seal of the Authorized Signatory



