

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

कॉर्पोरेट ज्ञानार्जन एवम् विकास, मानव संसाधन विकास संस्थान, नोएडा
(क्रय विभाग)

निविदा: एए/सीएलडी/पीयूआर/2017-18/एएमपी/009

दिनांक: 04/08/2017

M/s,

विषय: वित्तीय वर्ष 2017-18 के दौरान भेल के लिए पांच उन्नत प्रबंधन कार्यक्रम (एएमपी)

महोदय,

वित्तीय वर्ष 2017-18 के दौरान और जब आवश्यक हो, भेल के लिए पांच उन्नत प्रबंधन कार्यक्रम (एएमपी) कराने के लिए प्रतिष्ठित संस्थानों से सर्वाधिक प्रतिस्पर्धी दरों को आमंत्रित किया जाता है। आपसे अनुरोध है की आप अपने सील बंद दर नीचे दिए गए ढंग से प्रस्तुत/जमा करें ताकि वह 25/08/2017 (3.00 PM) या उससे पहले इस कार्यालय तक पहुँच जाएं। देर से प्राप्त सील बंद दर की अनदेखी की जाने की संभावना है। निविदा का भाग -1 इस कार्यालय में 25/08/2017 (3.30 PM) बोलीदाताओं के प्रतिनिधियों की उपस्थिति में खोला जाएगा, जो उपस्थित होना चाहेंगे।

निविदा के संबंध में किसी भी समस्या, यदि है तो, उसे स्पष्ट करने के उद्देश्य से बोली से पूर्व बैठक हमारे कार्यालय में 11/08/2017, 11.00 पूर्वाह्न में होनी तय की गई है। सभी बोलीदाताओं से अनुरोध है कि वे इस बैठक में भाग लें।

सीलबंद निविदा प्रस्तुत करने की प्रक्रिया:

बोलीदाता को अलग-अलग लिफाफों में अपनी निविदा प्रस्तुत करनी होगी जिन पर प्रमुख रूप से निम्नानुसार लिखा होना है:

भाग- I / कवर-1: तकनीकी वाणिज्यिक बोली और

भाग- II / कवर-1: मूल्य-बोली

प्रत्येक कवर के ऊपर बताए अनुसार निविदा क्रमांक, नियत दिनांक और समय भी लिखा होना चाहिए और प्रत्येक कवर ठीक से सील करना चाहिए।

भाग- I / कवर -2: तकनीकी वाणिज्यिक बोली:

निविदा दस्तावेज के अनुबंध -1 में वर्णित पूर्व- आवश्यक योग्यताओं के अनुसार सभी दस्तावेज प्रस्तुत/जमा करें, दस्तावेजी सबूत की प्रतियां (विधिवत हस्ताक्षरित और मुहर) जैसे बताया गया है, निविदा दस्तावेज की प्रतिलिपि, निविदा के नियम एवं शर्तों पर आपकी स्वीकृति की निशानी के रूप में विधिवत प्रत्येक पृष्ठ पर हस्ताक्षरित और मुहर लगी होनी चाहिए। लिफाफा ठीक से मुहरबंद होना चाहिए।

भाग- II / कवर-II: मूल्य-बोली:

केवल दिए गए मूल्य प्रारूप में ही भरी हुई, मूल्य बोली अनुबंध -2 के अनुसार दूसरे लिफाफे में होनी चाहिए। लिफाफा विधिवत सील किया होना चाहिए।

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ये दो अलग-अलग लिफाफों (लिफाफा I और II) को एक तीसरे लिफाफे में एक साथ रखा जाएगा और इस मुहरबंद लिफाफे पर निविदा का नाम, निविदा क्रमांक, नियत दिनांक और समय अवश्य लिखा जाएगा और एनआईटी के अनुलग्नक -5 की क्र.सं. 3 के अनुसार निम्नलिखित पते पर जमा किया जाएगा:

कमरा क्रमांक: 102

भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भेल)

कॉर्पोरेट ज्ञानार्जन एवम् विकास, मानव संसाधन विकास संस्थान (एचआरडीआई)

एचआरडी और ईएसआई बिल्डिंग, प्लॉट नं. 25, सेक्टर -16 ए,

नोएडा - 201301 (यूपी)

आपकी कोटेशन दिनांक 25/08/2017, 3.00 बजे सां. तक इस कार्यालय में अवश्य पहुंच जानी चाहिए। पहले भाग- I / लिफाफा-1, तकनीकी वाणिज्यिक बोली 25/08/2017, 03:30 सां. पर बोलीदाताओं के प्रतिनिधियों की उपस्थिति में खोला जाएगा, जो उपस्थित होना चाहेंगे। उपरोक्त प्रक्रिया के अनुरूप प्राप्त नहीं किए गए कोटेशन या निर्धारित प्रारूप में नहीं भेजे गए कोटेशन के अस्वीकार किए जाने की संभावना है। पार्ट-II / लिफाफा-II मूल्य-बोलियां केवल उन पार्टियों की, जिनके बोली तकनीकी रूप से स्वीकार्य हैं, बाद में खोले जाएंगे, जिसके लिए अलग से सूचना समय के अनुसार भेजी जाएगी।

हालांकि, बीएचईएल को निविदाकर्ता द्वारा प्रस्तुत सीलबंद लिफाफा मूल्य-बोलियां खोलने के बजाय उल्टी नीलामी (आरए) प्रक्रिया के लिए जाने का अधिकार है। तकनीकी वाणिज्यिक मूल्यांकन के बाद इसका निर्णय लिया जाएगा। सभी बोलीदाताओं को आरए में भागीदारी के लिए अपनी स्वीकृति देनी होगी। यदि भेल आरए के लिए जाने का फैसला लेता है तब आरए में भाग लेने के लिए गैर-स्वीकृति देने वाले बोलीदाताओं की बोलियों पर विचार नहीं किया जाएगा।

निविदाकर्ताओं के प्रस्ताव, जो प्रतिबंधित सूची में हैं, और प्रतिबंध लगने वाली कंपनियों की सेवाओं को नियुक्त करने वाले बोलीदाताओं के प्रस्ताव भी अस्वीकार कर दिए जाएंगे। प्रतिबंधित फर्मों की सूची भेल वेबसाइट www.bhel.com पर उपलब्ध है।

"अपने सहयोगी / सहयोगियों / उप ठेकेदारों / उप-विक्रेताओं / सलाहकार / सेवा प्रदाताओं के साथ बोलीदाता सख्ती से भेल धोखाधड़ी निवारण नीति का पालन करेगा जो भेल वेबसाइट <http://www.bhel.com> पर प्रदर्शित है और किसी भी धोखाधड़ी या संदिग्ध धोखाधड़ी के बारे में जैसे ही उनकी जानकारी में आता है उसे तुरंत बीएचईएल प्रबंधन की जानकारी में लाएंगे।"

भेल किसी भी निविदा को बिना कारण बताए स्वीकार या अस्वीकार करने का अधिकार रखता है।

उप प्रबंधक (टीटीसी और क्रय),

सीएलडी-एचआरडीआई, बी.एच.ई.एल., नोएडा

संलग्नक:

1. प्री-क्वालिफाइंग मानदंड: अनुबंध- 1
2. मूल्य प्रारूप: अनुबंध- 2
3. अनुबंध का स्कोप: अनुबंध- 3
4. अनुबंध की विशेष शर्तें और नियम: अनुबंध- 4
5. साधारण नियम और शर्तें: अनुबंध- 5
6. उल्टी नीलामी (आरए) प्रक्रिया के नियम और शर्तें: अनुबंध- 6
7. "कोई विचलन नहीं प्रमाणपत्र": अनुबंध- 7
8. दस्तावेज की जांच सूची: अनुबंध- 8

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ANNEXURE-1

PRE - QUALIFYING REQUIREMENTS (PQR)

Sl. No.	Details of PQR	Evidence
1.	The institute should have a score of 60 and above in National Institute Ranking Framework (NIRF-2017) for management education, Ministry of Human Resource Development	As per Score from National Institute Ranking Framework (NIRF-2017), Ministry of Human Resource Development, for management education.
2.	The institute should also possess European Quality Improvement System Accreditation (EQUIS)	Documentary evidence of receipt of EQUIS certification.
3.	The institute should have conducted at least one similar programme (broad content and coverage) for one of the Schedule-A CPSEs in last five years.	Details of the programmes conducted for one of the Schedule-A CPSEs in last five years in the prescribed format given below. Confirmatory letter / offer letter for conducting programme by the concerned organization.
4.	Institute to provide residential accommodation to participants on single room basis at its campus premises.	Evidence of existence of 31 Number rooms in hostel block of its Campus

If required, BHEL will call bidders for presentations.

Details of Executive Programmes held

Name of the Schedule-A CPSE for whom Executive Programme done	Year in which the programme was conducted	Name of the programme	Dates of conductance of the Programme	Content and Coverage

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ANNEXURE- 2

PRICE FORMAT

Sl. No.	Activity	Duration: 10 days each batch	
		Rate (Rs.) in Figures	Rate (Rs.) in Words
1.	Conducting Advanced Management Programmes: Total cost for conducting five programmes Batch size: <u>Minimum 30 Sr. Executives per batch</u>, 5 Batches in a year (2017-18) for 10-days (Including Carrying out an outbound module at an outstation for 1 Night stay including travel time)		
2.	Applicable Taxes		
3.	Total Cost for 5 programmes including Applicable Taxes		
4.	Cost per programme		
5.	Total cost per participant		

Inclusions:

- Accommodation for participants at Management Development Centre (MDC) on Single-Occupancy basis with full-board during the programme days. Tea/ Coffee and light snacks will be arranged during breaks on all programme days as per schedule.
- All relevant Study material and programme kit for participants.
- Cost of Outbound programme (Programme facilitator cost + Accommodation at site- Single basis for One night; as per availability).
- Transport for to-and-fro Outbound site from the Campus during the programme.

Note:

- Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL"), i.e. Sl. No.-3 above.
- The price quoted in the sl. No. 1 of the PRICE FORMAT in Annexure-2 of the NIT, will remain firm (fixed) for the entire contract duration.

Date :

Signatures :

Place:

Name & Designation :

Stamp of the Firm/Institute :

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ANNEXURE- 3

SCOPE OF THE CONTRACT:

- ✓ **No. of Programmes:** Total Five Programs
- ✓ **Batch size per Programme:** 30 Participants each
- ✓ **Location of the Programme:** The program shall be residential in nature (on single room basis for each participant, plus one coordinator(complimentary)), which shall be conducted in the campus of the Institute.
- ✓ **Broad Objectives & Coverage:** As mentioned below:

Objectives of the Programme:

- Acquiring new leadership skills to influence and inspire.
- Assertively manage the increasingly volatile global environment.
- Develop high performance cross functional team work.

Broad Coverage and Content of the Programme:

1. **Developing a Strategic Business Focus:**
 - Perceiving global and national economy, Awareness of Sustainable Development Goals (SDGs) and its impact on Business
 - Developing Effective Strategies for Business Growth
 - Executing Strategy Effectively:
 - Planning and Decision Making Tools
 - Building competitive advantage through operations and productivity
 - Managing Projects in VUCA World
 - Digital transformation for Value creation in business
 - Identifying Risks and its Mitigation Measures
2. **Developing Financial Focus and Value Creation**
 - Having Knowledge of Financial Analytical Skills
 - Measuring and Creating Shareholder and Customer Value
 - Identifying and Managing Risk
3. **Developing Assertive Leadership:**
 - Assertive Communication
 - Skills of a Change Agent
 - Leader as a Coach
 - Developing Team and Building High Performance Culture (through outbound module)
4. **Learning from others:**
 - Interaction with an eminent business leader
 - Benchmarking viz., other organizations
5. **Leading a quality life:**
 - Universal spiritual values.
 - Work life balance (Healthy lifestyle-rest, recreation, nutrition, rejuvenation, nurturing creative pursuits and leisure, Cultivating love for nature)

The final content will be decided based on the mutual discussions with the management institution selected.

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ANNEXURE- 4

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. **Target group of the program:** Each program will cater to 30 Additional General Managers and above from BHEL.
2. Apart from 30 (thirty) participants per batch, one coordinator will be complimentary.
3. **Duration:** 10 working days with one day outbound.
4. **Terms:** After the Completion of the first Programme, further confirmation will be at the discretion of BHEL.
5. **Duration of validity of the contract:** The contract will be valid up to **March 31st, 2018**.
6. **Deliverables:** The Institute must ensure holding of the programmes within the specified time frame which will not be later than one month from the award of the contract and all programmes be conducted till mid-March 2018.
7. The price quoted in the sl. No. 1 of the PRICE FORMAT in Annexure-2 of the NIT, will remain firm (fixed) for the entire contract duration.
8. Institute/Bidder to submit "**No Deviation certificate**" as specified in Annexure-7
9. **Payment Schedule:** Full payment except GST portion, shall be released within 30 days from the date of invoice after successful completion of each programme as per the LOA/ Work Order duly verified by the executing department/user group. However, GST/taxes & duties (if any) shall be paid as per clause 14 of General terms & conditions (Annexure-5) of the NIT.

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ANNEXURE- 5

GENERAL TERMS & CONDITIONS.

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be **duly signed & stamped** and sent in a sealed cover super scribing the name of Tender as a given in the tender notice.
3. Tenders can either be deposited in tender room in person or sent by Courier/ Registered or Speed Post to the address mentioned in NIT. It shall be Institute's/bidders' responsibility to ensure that tenders are delivered in time. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". The tenders received after the due date and time of opening is liable to be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Institute's/Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
6. No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
7. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
8. The tenderers shall closely peruse all the clauses & specifications indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission of the tender documents issued are incomplete or shall require clarification on any of the aspect. Scope of work etc., he/she shall at once contact the authority inviting the tender for clarification before the submission of the tender.
9. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. **Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER BY the Tenderer in token of complete acceptance thereof.** The information furnished shall be complete by itself.
10. **ACCEPTANCE OF ORDER:** Institute/Bidder should acknowledge and accept the LOA/ Work Order issued by BHEL within 7 days of its receipt. Seller/ Institute should examine the LOA/ Work Order immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy with regard to scope of work, rates, taxes & duties, agreed terms & conditions

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etc. for due rectification. If the Institute/Bidder fails to give such intimation/acceptance within seven days, the Institute/Bidder shall be deemed to have agreed to all terms & conditions as per LOA/ Work Order.

11. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
12. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.
13. Evaluation Criteria: Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL")
14. **Taxes and Duties:**
 - (i) To enable BHEL to avail GST Input tax credit, Institute/Bidder shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit of one month in the name of respective unit/region/office of BHEL as instructed by BHEL and must contain the address and GSTIN of respective unit/region/office of BHEL.
 - (ii) Payment shall be made to Institute/Bidder only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by Institute/Bidder within the stipulated time for the relevant period and tax amount thereon has been paid by Institute/Bidder to Govt. within the stipulated time period as per GST Law.
 - (iii) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by Institute/Bidder or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the Institute's/Bidder's bill and/or adjusted against GST amount not paid as indicated under (ii) above.
 - (iv) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by Institute in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by Institute/Bidder on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had Institute/Bidder declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from Institute/Bidder.
 - (v) The Institute/Bidder has to submit their GST registration certificate to BHEL within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the Institute/Bidder by respective unit/region/office of BHEL within 30 days from the placement of work order.

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15. **VALIDITY OF OFFER:** The offer/quotation/bid shall be kept open for acceptance for a minimum period of three (3) months from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.
16. **TERMINATION OF CONTRACT:** BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Bidder.
17. **SETTLEMENT OF DISPUTES:** Any dispute or difference shall be, to the extent possible, settled amicably between BHEL & Institute/Bidder, failing which the disputed issues shall be settled through arbitration. Institute/Bidder shall continue to perform the order/contract, pending settlement of dispute(s).
18. **ARBITRATION:** In the event of any dispute or difference arising out of execution of order/contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by Institute/Bidder in any manner touching upon order/contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

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ANNEXURE-6**REVERSE AUCTION'S TERMS & CONDITIONS:**

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Institute/Bidders (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Institute/Bidders (as available on www.bhel.com).

Amal
Aug 04.17

10/12

ANNEXURE- 7

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER. WE HEREBY UNDERTAKE AND CONFIRM THAT WE HAVE UNDERSTOOD THE SPECIFICATIONS PROPERLY AND SHALL BE PROVIDING THE SERVICES MENTIONED IN THIS TENDER ENQUIRY.

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:

Handwritten signature
Aug 04.17

Handwritten mark
11/12

ANNEXURE -8

CHECK LIST OF DOCUMENTSSUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Required Document	If Submitted, then Tick (✓)
1.	Documents as per PQR (Annexure-1)	
2.	Duly signed and stamped complete set of tender documents (NIT)	
3.	No Deviation Certificate as per Annexure -7 duly signed and stamped.	
4.	QUOTED SEALED PRICE BID duly signed and stamped as per Annexure -2	

Handwritten signature
Aug 04.17

12/12