

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

कॉर्पोरेट ज्ञानार्जन एवं विकास, मानव संसाधन विकास संस्थान, नोएडा

निविदा इन्कायरी संदर्भ सं: एए/सीएलडी/पीयूआर/2018-19/एएमपी/01

दिनांक: 03/07/2018

मैसर्स,

प्री बिड मीटिंग : 10/07/2018 (11:00 पूर्वाह्न)

निविदा जमा करने की तारीख : 24/07/2018 (3:00 बजे अपराह्न तक)

निविदा खुलने की तारीख (भाग -1): 24/07/2018 (3:30 बजे अपराह्न)

**विषय: वित्तीय वर्ष 2018-19 के दौरान बीएचईएल के लिए प्रतिभा प्रबंधन एवं कैरियर विकास (Talent Management and Career Progression) पर 7 कार्यक्रमों का आयोजन हेतु निविदा**

महोदय,

वित्तीय वर्ष 2018-19 के दौरान, बीएचईएल के लिए सात प्रतिभा प्रबंधन एवं कैरियर विकास (Talent Management and Career Progression) कार्यक्रमों के आयोजन हेतु प्रतिष्ठित संस्थानों से सर्वाधिक प्रतिस्पर्धी दरें आमंत्रित हैं। आपसे अनुरोध है कि आप अपनी सील बंद दरें निम्नलिखित के अनुसार दिनांक 24/07/2018 (3.00 बजे अपराह्न) या उससे पहले इस कार्यालय में जमा कराने की कृपा करें। देर से प्राप्त सील बंद दरों पर विचार नहीं किया जाएगा। निविदा का भाग -1 इस कार्यालय में दिनांक 24/07/2018 (3.30 बजे अपराह्न) को बोलीदाताओं के प्रतिनिधि, जो उपस्थित होना चाहते हैं, की उपस्थिति में खोला जाएगा।

निविदा के संबंध में किसी भी मुद्दे (यदि कोई है) को स्पष्ट करने के लिए हमारे कार्यालय में दिनांक 10/07/2018 को 11.00 पूर्वाह्न में प्री बिड बैठक 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 चाहिए :

भाग- I / कवर- I: तकनीकी वाणिज्यिक बोली (Techno Commercial Bid) और

भाग- II / कवर- II: मूल्य बोली (Price Bid)

प्रत्येक कवर के ऊपर उक्त निविदा क्रमांक, नियत तिथि और समय भी लिखा होना चाहिए। यह सुनिश्चित करें कि प्रत्येक कवर ठीक से सील किया गया हो।

**भाग- I / कवर -2: तकनीकी वाणिज्यिक बोली:** निविदा दस्तावेज के अनुबंध -1 में वर्णित प्री कालिफाइंग अपेक्षाओं के अनुसार सभी दस्तावेज जमा करें, दस्तावेजी साक्ष्य की प्रतियां (विधिवत हस्ताक्षरित और मुहर) जैसे बताया गया है, निविदा दस्तावेज की प्रतिलिपि, निविदा के नियम एवं शर्तों पर आपकी स्वीकृति के प्रमाण के रूप में प्रत्येक पृष्ठ पर विधिवत हस्ताक्षर और मुहर लगी होनी चाहिए। लिफाफा ठीक से मुहरबंद हो। बोलीकर्ता द्वारा जमा किए गए सभी दस्तावेज बोलीकर्ता के सक्षम प्राधिकारी द्वारा विधिवत हस्ताक्षरित व मुहर लगे होने 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।

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

निविदा बॉक्स, कमरा नं: 102, प्रथम तल

मानव संसाधन विकास संस्थान (एचआरडीआई)

कॉर्पोरेट ज्ञानार्जन एवं विकास (सी एल डी)

भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भेल)

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

नोएडा - 201301 (उ.प्र.)

टेलीफोन: 0120-2416354/ 0120-2416512, फैक्स: 0120-2515431, ई-मेल [rajivkgupta@bhel.in](mailto:rajivkgupta@bhel.in), गृह पृ। [www.bhel.com](http://www.bhel.com)

एचआरडी और ईएसआई कॉम्प्लेक्स, प्लॉट नं.25, सेक्टर -16 ए, नोएडा -201301, गौतम बुद्ध नगर (यूपी)

पंजीकृत कार्यालय: भेल हाउस, सिरीफोर्ट, नई दिल्ली -110 049

03/07/18

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**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
(भारत सरकार का उपक्रम)  
कॉर्पोरेट ज्ञानार्जन एवं विकास, मानव संसाधन विकास संस्थान, नोएडा

निविदा इन्कायरी संदर्भ सं: एए/सीएलडी/पीयूआर/2018-19/एएमपी/01

दिनांक: 03/07/2018

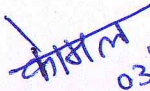
आपकी कोटेशन दिनांक 24/07/2018 (3.00 बजे अपराह्न) तक इस कार्यालय में अवश्य पहुंच जानी चाहिए। पहले भाग- I/लिफाफा-1, तकनीकी वाणिज्यिक बोली 24/07/2018 (03:30 अपराह्न) पर बोलीदाताओं के प्रतिनिधि, जो उपस्थित होना चाहें, की उपस्थिति में खोला जाएगा। देरी से प्राप्त अथवा उपरोक्त प्रक्रिया के अनुरूप प्राप्त न किए गए अथवा निर्धारित प्रारूप में न भेजे गए कोटेशन अस्वीकार किए जा सकते हैं। पार्ट-II / लिफाफा-II मूल्य-बोलियां (प्राइस बिड) बाद में केवल उन्हीं पार्टियों की खोली जाएंगी जिनकी बोली तकनीकी रूप से स्वीकार्य है, इस संबंध में सूचना अलग से भेजी जाएगी।

निविदा दस्तावेज भेल वेबसाइट- [www.bhel.com](http://www.bhel.com) और ई-सीपीपी पोर्टल- [www.eprocure.gov.in](http://www.eprocure.gov.in) से भी डाउनलोड किए जा सकते हैं। निविदा में कोई भी भविष्य परिशिष्ट / शुद्धिपत्र भेल वेबसाइट और ई-सीपीपी पोर्टल पर ही अपलोड की जाएगी। सभी बोलीदाताओं से अनुरोध है कि वे अपनी बोली जमा करने से पहले निविदा के बारे में नवीनतम जानकारी के लिए समय-समय पर वेबसाइटों का उल्लेख करें।

बोलीकर्ता, जो प्रतिबंधित सूची में हैं, और प्रतिबंधित कंपनियों की सेवाओं को प्रयुक्त करने वाले बोलीकर्ताओं के प्रस्ताव भी अस्वीकार कर दिए जाएंगे। प्रतिबंधित फर्मों की सूची बीएचईएल वेबसाइट [www.bhel.com](http://www.bhel.com) पर उपलब्ध है।

"बोलीकर्ता अपने सहयोगी / सहयोगियों / उप-संविदाकार / उप-विक्रेताओं / सलाहकार / सेवा प्रदाताओं सहित बीएचईएल फ्रॉड प्रीवेंशन नीति जो कि बीएचईएल की वेबसाइट <http://www.bhel.com> पर उपलब्ध है, का सख्ती से पालन करेगा 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।"

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

  
03/07/18

प्रबंधक (टीटी और क्रय),  
मानव संसाधन विकास संस्थान (एचआरडीआई)  
कॉर्पोरेट ज्ञानार्जन एवं विकास (सी एल डी)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भेल), नोएडा

**संलग्नक :**

1. प्री-कालिफाइंग मानदंड: अनुबंध- 1
2. मूल्य प्रारूप: अनुबंध- 2
3. अनुबंध का स्कोप: अनुबंध- 3
4. अनुबंध की विशेष निबंधन एवं शर्तें: अनुबंध- 4
5. सामान्य निबंधन एवं शर्तें: अनुबंध- 5
6. "कोई विचलन नहीं प्रमाणपत्र": अनुबंध- 6
7. दस्तावेज की जांच सूची: अनुबंध- 7

2/14



**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-2018) for management education awarded by Ministry of Human Resource Development	Documentary Evidence of the score from National Institute Ranking Framework (NIRF-2018), 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 also have a ranking within top 50 of QS Business Master Rankings (global) 2018	Documentary evidence of ranking
4.	The institute should possess the capability to accommodate 30 participants and one coordinator (complimentary) on single occupancy basis.	Certificate of availability of 31 Number rooms in the Campus.
5.	The institute should have conducted at least one similar programme in terms of content of programme for one of the Schedule-A CPSEs in last five years	Certificate to be issued by the Bidder.

If required, BHEL will call bidders for presentations.

*Amal*  
July 03/18

3/14

## ANNEXURE- 2

**PRICE FORMAT**

Sl. No.	Activity	Duration: 10 days each batch
		Rate (Rs.) in Figures
1.	<b>Conducting Talent Management &amp; Career Progression Programmes for DGMs and above:</b>  <b>Total cost for conducting seven programmes</b> <b>Batch size: Minimum 30 Sr. Executives per batch &amp; One Coordinator complementary for- 7 Batches in the year (2018-19) for 10-days</b>  Objectives and Coverage as specified in NIT (that Includes arranging ONE interaction with professional in ONE core Business area of BHEL and carrying out an outbound module with night stay which will be at the Venue of the Outbound away from the Institute)	
2.	Applicable Taxes	
3.	Total Cost for 7 programmes including Applicable Taxes (In figures & words)	
4.	Cost per programme	
5.	Total cost per participant	

**Inclusions:**

- Accommodation for participants at the Institute 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 venue- Single basis for One night; as per availability)
- Transport for to-and-fro Outbound venue from the Campus during the programme.
- One Coordinator complementary in each batch.

**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 &amp; Designation :

Stamp of the Firm/Institute :

*Xmas*  
July 03/18

4/14



**ANNEXURE- 3**

**SCOPE OF THE CONTRACT:**

- ✓ **Name & Number of Programmes:** Total Seven (07) Programs
  - **Advanced Management Programme** for General Manager (GM) & above – 02 programmes
  - **Leadership Management Programme** for Additional General Managers (AGM) – 03 programmes
  - **Excellence Management Programme** for Senior Deputy General Managers (SDGM) & Deputy General Managers (DGM)- 02 programmes
  
- ✓ **Batch size per Programme:** 30 Participants per programme plus one coordinator as complimentary.
  
- ✓ **Duration of the Programme:** 10 days (Including Outbound with night stay)
  
- ✓ **Venue of the Programme:** The program shall be at the premises of the Institute except the Outbound with night stay which will be at the Venue of the Outbound away from the Institute. Residential in nature on single occupancy basis for participants plus one coordinator complimentary.
  
- ✓ **Broad Objectives & Coverage:** As mentioned below Programme-wise:

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July 2018

5/14



## 1. Excellence Management Programme (for Sr. DGMs & DGMs)

### Objectives of the Programme:

At the end of the program, the participant will be able to: -

- Transform themselves into exceptional cross-functional leaders who can integrate different disciplines
- Build strong teams which can align all activities to achieve the organization's long-range strategic goals
- Reflect on their personal leadership processes
- Assume as change manager's role.

Sl No	Topic / Broad Description	No of Hrs (approx.)	No. of Session (1 ½ hour each)
1	Inauguration and Ice-breaking	1 ½	1
2	Overview of the Technological and Business environment	3	2
3	Digital Transformation in Manufacturing Sector- case study	4 ½	3
4	Discovery of Self(Situational leadership)	6	4
5	Assertive Communication in different business situations (Role Play)	6	4
6(a)	Understanding financial statement / financial reporting	6	4
6(b)	Understanding business analytics	3	2
7	Building a Customer-Centric Organization-focus on tools	4 ½	3
8	Operational strategy - focus on execution skills	6	4
9	Developing Strategic Thinking	3	2
10	Syndicate Project Sessions	6	4
12	Holistic living and Universal spiritual values	3	2
13	Managing Change	3	2
14	Outbound Programme (Managing Teams)	9	6
15	Interaction with Business Leader (External Speaker)	1 ½	1
16	Valediction	1	1
	<b>Total</b>	<b>67</b>	<b>45</b>

### **Note:**

**On all Programme days:**

1. Each session will be of approx. one and half hours.
2. There will be 4 to 5 sessions in a day from 9am to 6.30pm with three tea breaks of 15 minutes each and Lunch break of one hour.
3. Yoga (6.30 to 7.30 am)

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July 03/18

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## **2. Leadership Management Programme (for AGMs)**

### **Objectives of the Programme**

At the end of the program, the participant will be able to:

- Acquire transformational leadership skills to influence and inspire
- Develop a strategic, high-performance, customer-centric approach
- Develop Value Creating Team

### **Note:**

Sl. No	Topic / Broad Description	No of Hrs. (approx.)	No. of Session (1 ½ hour)
1	Inauguration and Ice-Breaking	1	1
2	Overview of the Technological and Business environment	3	2
3	Driving Digital Transformation in your Organization	3	2
4	Transformational Leadership	6	4
5	Negotiation Skills (Role Play)	6	4
6	Understanding Financial Statements	3	2
7	Risk Management	4 ½	3
8	Building a Customer-Centric Organization	4 ½	3
9	Assertive Communication	6	4
10	Understanding emerging opportunities	4 ½	3
11	Management Control Systems-leading through periods of growth & turbulence	4 ½	3
12	Interaction with Business Leader (External Speaker)	1 ½	1
13	Holistic living and Universal spiritual values	1 ½	1
14	Book presentation	3	2
15	Learning from others (Art of appreciating one another)	3	2
16	Outbound Programme (Managing and motivating Teams)	9	6
17	Valediction	1	1
	<b>Total</b>	<b>65</b>	<b>44</b>

### **On all Programme days:**

1. Each session will be of approx. one and half hours.
2. There will be 4 to 5 sessions in a day from 9am to 6.30pm with three tea breaks of 15 minutes each and Lunch break of one hour.
3. Yoga (6.30 to 7.30 am)

*Amal*  
July 03/18

(7/14)



### **3. Advanced Management Programme (For GMs, GM-Is & EDs)**

#### **Objectives of the Programme:**

At the end of the program, the participant will be able to:

- Develop visionary leadership capabilities
- Shape the future of the organization through fostering innovation
- Manage the volatile global environment and implement change for competitive advantage

Sl. No	Topic / Broad Description	No of Hrs (approx.)	No. of Session (1 ½ hour each)
1	Inauguration and Ice-Breaking	1 ½	1
2	Overview of the Technological and Business environment-identifying new sources of revenue	4 ½	3
3	Leveraging Digital Transformation	3	2
4	Leader as a Coach	6	4
5	Negotiation Skills-addressing current operational challenges	6	4
6	Developing a Financial Focus	3	2
7	Managing Investment Decisions	6	4
8	Optimizing current strategies & innovating for future	4 ½	3
9	Assertive Communication in business negotiations	3	2
10	Embarking on Corporate Vision Planning	4 ½	3
11	Interaction with Business Leader (External Speaker)	3	2
12	Holistic living and Universal spiritual values	3	2
13	Syndicate Project Sessions	6	4
14	Outbound Programme-(focus on ethical, motivational leadership)	9	6
15	Valediction	1	1
	<b>Total</b>	<b>64</b>	<b>43</b>

#### **Note:**

On all Programme days:

1. Each session will be of approx. one and half hours.
2. There will be 4 to 5 sessions in a day from 9am to 6.30pm with three tea breaks of 15 minutes each and Lunch break of one hour.
3. Yoga (6.30 to 7.30 am)

**The final content will be decided based on the mutual discussions with the Management Institution selected.**

*Amel*  
July 03, 18

8/14



**ANNEXURE- 4**

**SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

1. **Target group of the program:** Each programme will cater to 30 Deputy General Managers and above from BHEL as mentioned in the Scope of the Contract.
2. Apart from 30 (thirty) participants per batch, one coordinator will be complimentary.
3. **Duration:** 10 days (Including Outbound with Night Stay).
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 till **31<sup>st</sup> March 2019**.
6. **Deliverables:** The Institute must ensure holding of the programmes within the specified time frame and all seven programmes to be conducted till **mid-January 2019**.
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-6
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.

*Amal*  
July 23, 18

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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 shall be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Institute's/Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
6. No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.
7. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
8. The tenderers shall closely peruse all the 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") as mentioned in the Price Format.

**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 ANY NON COMPLIANCE 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 TO THE ACCOUNT OF Institute's/Bidder.

(iv) 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. 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.

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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**

**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/Institute Seal**

Name:

Company's name:

Address:

Date:

*Amal*  
*July 03/18*

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**ANNEXURE -7****CHECK LIST OF DOCUMENTS****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Required Document	If Submitted, then Tick (v)
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 -6 duly signed and stamped.	
4.	<b>QUOTED SEALED PRICE BID</b> duly signed and stamped as per Annexure -2	

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