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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/ASSESSMENT BHEL /PMMM/1116

FOR

HIRING OF AGENCY/ CONSULTANT FOR CONDUCTING ASSESSMENT OF LEVEL OF BHEL IN LINE WITH PROJECT MANAGEMENT MATURITY MODEL (Pro-MMM) OR ITS EQUIVALENT, GAP ANALYSIS, SUBMISSION OF FINAL REPORT INCLUDING ACTIONABLE RECOMMENDATION FOR IMPROVEMENT IN PROJECT MANAGEMENT MATURITY LEVEL

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



ISO 9001, ISO 14001 and
OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120-2416500/6469
Fax 091-0120-2416528
Email: cs/ankita@bhel.in

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IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No. PS:MSX:NIT)

TENDER NO. BHEL/NR/SCT/ASSESSMENT BHEL /PMMM/1116

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO**

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To

Dear Sir/Madam

Sub : **NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/ASSESSMENT BHEL /PMMM/1116	
ii	BROAD SCOPE OF JOB	HIRING OF AGENCY/ CONSULTANT FOR CONDUCTING ASSESSMENT OF LEVEL OF BHEL IN LINE WITH PROJECT MANAGEMENT MATURITY MODEL (Pro-MMM) OR ITS EQUIVALENT, GAP ANALYSIS, SUBMISSION OF FINAL REPORT INCLUDING ACTIONABLE RECOMMENDATION FOR IMPROVEMENT IN PROJECT MANAGEMENT MATURITY LEVEL.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>NIT and Tender Terms and Conditions of Contract consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Not Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	<i>Not Applicable</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<p>1. Sale from BHEL PS Regional office at Noida: Start : 20/07/2018, Time : 0900 hrs. Closes: 30/07/2018, Time : 1200 hrs.</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 30/07/2018, Time : 1500 hrs. Place : Noida	<i>Applicable</i>
vi	OPENING OF TENDER	Date : 30/07/2018, Time : 1530 hrs. <i>(within 2 hours of the latest due date and time of offer submission).</i> Notes:	<i>Applicable</i>

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		(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	
vii	EMD AMOUNT		Not applicable
viii	COST OF TENDER		Not applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Five days before bid submission due date. Along with soft version also, addressing to contact address given below 1) Mr.Chittaranjan Swain, Dy.Mgr /SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416500, Fax- 0120-2416528 Email – cs@bhel.in 2) Ms. Ankita Pandey, Dy. Engr. / SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416469, Fax- 0120-2416528 Email: ankita@bhel.in	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Not Applicable

4.0 Not Applicable

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

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- PART-I consisting of '(Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.
(All pages to be signed and stamped)

Sl no	Description	Remarks
	Part-I	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:-</u></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><u>Note:</u></p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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PART-I B	
	<p><u>ENVELOPE – II superscribed as:</u> PART I (EMD/COST of TENDER) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:-</u></p>
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>

PART-II	
	PRICE BID consisting of the following shall be enclosed
	<p><u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING</u></p>
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)

OUTER COVER	
	<p><u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:</u></p>
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

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- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Not Applicable**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Not Applicable
- 15a. **Integrity Pact (IP) - Not Applicable**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 Reverse Auction: Not Applicable
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with

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respect to tender.

23.0 **Not used**

24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".

27.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

27.1 Integrity commitment, performance of the contract and punitive action thereof:

27.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

27.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit 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.
- (ii) The bidder/ supplier/ contractor 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.
- (iii) The bidder/ supplier/ contractor 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/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Not Applicable

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

30.0 Order of Precedence

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

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- a. Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT) and Terms & Conditions of Contract
- c. Price Bid
- d. Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Terms & Conditions of Tender.
- (iv) Price Bid.
- (v) Forms & Procedures

PRE QUALIFYING REQUIREMENTS

Bidder must qualify any of the following two Pre- qualification requirements:

SL. NO.	NAME AND DESCRIPTION OF QUALIFYING CRITERIA	SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED BY BIDDER
1	<p>During last five financial years i.e. 2013 -14 to 2017 -18, Bidder should have completed minimum 5 similar assessments based on either of these maturity models: ProMMM, OPM3, PMMM, Prince 2, CMMI. The assessment could be a standalone order or part of any Project Management consultancy assignment.</p> <p style="text-align: center;">AND</p> <p>Out of these 5 assessments, minimum 2 should have been done for organisations having turnover equal to or more than Rs 7500 crore during the year of award of work.</p>	<p>a) Copy of award of work and documentary evidence in support of successful completion of assignment.</p> <p>b) Copy of Audited Financial Statements or annual reports or certificate of turnover from statutory Auditor of the clients in support of turnover equal to or more than Rs 7500 Crores.</p>
2	<p>Any Management Institute which is amongst Top 10 rank as per National Institutional Ranking Framework (NIRF), Ministry of Human Resource Development, India Ranking 2018 released on 03/04/18.</p>	<p>None. Data from www.nirfindia.org will be considered</p>

CHECK LIST**NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
5	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES / NO
7	Copy of PAN Card	Applicable	YES / NO
8	Declaration by Authorised Signatory	Applicable	YES / NO
9	Declaration by Authorised Signatory regarding Authenticity of submitted documents	Applicable	YES / NO
10	No Deviation Certificate	Applicable	YES / NO
11	Declaration for relation in BHEL	Applicable	YES / NO
12	Non Disclosure Certificate	Applicable	YES / NO
13	Bank Account Details for E-Payment	Applicable	YES / NO
14	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

TERMS & CONDITIONS OF TENDER

1. GENERAL INSTRUCTIONS TO TENDERERS

1.1. DESPATCH INSTRUCTION

- 1.1.1 The Terms & Conditions form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 1.1.2 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 the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Noncompliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.2. SUBMISSION OF TENDERS

- i. The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT. No other mode of offer submission shall be acceptable & shall be rejected.
- ii. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- iii. Tenders shall be opened by authorized officer of BHEL as specified in the NIT.
- iv. Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- v. Before submission of Offer, the tenderers are advised to get well acquainted with the actual working and other prevalent conditions, facilities available, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

- i. The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- ii. All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4. PRICE DISCREPANCY:

Conventional (Manual) Price Bid opening: In the case of price bid opening, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

1.5. QUALIFICATION OF TENDERERS

- i. Only tenderers who meet the Pre-Qualification Requirements as detailed in the Notice Inviting Tender shall be considered.
- ii. Offers from tenderers who are under suspension (banned) by any Unit/ Region/ Division of BHEL shall not be considered.
- iii. Offers from tenderers who do not comply with the latest guidelines of Ministry/ Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

- i. In line with Pre-Qualification Requirements, documents submitted for qualification i.e. Balance sheet, Work orders and completion certificate (if required) etc. with PART - I shall be opened and assessed first for Qualification of bidders.
- ii. Paper price bids submitted with Part II, by the qualified bidders as per sl. no. i), shall be opened for evaluation.
- iii. Price bids of unsuccessful bidders as per sl. no. i) shall be returned in original after issuance of Letter of Award (LOA).

1.7 DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

i) Income Tax Permanent Account Number

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/ Firm/ Individual Partners, etc. shall be furnished along with tender.

ii) In case of Sole Proprietor

An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

iii) In Case of Institutions (Management institute / College)

In case of Institutions, the copy of authority letter from Principal / Director / Authorised official (as applicable) to be submitted.

iv) In Case of Partnership Firm

The names of all the partners and their addresses, A copy of the partnership deed/ instrument of partnership dully certified by the Notary Public shall be enclosed.

v) **In Case of Companies**

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 REVERSE AUCTION

Not applicable

1.9 EARNEST MONEY DEPOSIT

Not applicable

1.10 SECURITY DEPOSIT

Not applicable

1.11 RETURN OF SECURITY DEPOSIT

Not applicable

1.12 BANK GUARANTEES

Not applicable

1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/ Award within the period stipulated therein.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-
 - a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more tenderers as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

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- 1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry / Commissions of Govt. of India. The decision of BHEL will be final in this regard.
- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit any money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit any money due.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders on request.
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2. DEFINITIONS

2.1 The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- i. BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW

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DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.

- ii. “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii. “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv. “CONTRACTOR” or “CONSULTANT” or “INSTITUTION” shall mean the successful Bidder/ Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
- v. “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/ Award/ Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
- vi. “TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/ documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- vii. “LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- viii. “COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon submission of final assessment report and presentation before BHEL Board of Directors as per scope which are found acceptable by BHEL, being of required standard and conforming to the specifications of the Contract.
- ix. “APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
- x. “SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xi. “HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xii. “MONTH” shall mean calendar month unless otherwise specified in the Tender.
- xiii. Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
- xiv. “WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xv. ‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/ LOA/ Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- xvi. “COMMENCEMENT DATE” or “START DATE” shall mean the date of issuance of LOI/LOA to the contractor.

- xvii. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- xviii. "TERMINATION" of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract.

3. ISSUE OF NOTICE

3.1 SERVICE OF NOTICE ON CONTRACTOR

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same **by Registered Post / Speed Post to** or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

3.2 SERVICE OF NOTICE ON BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

3.3 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 3.3.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation.
- 3.3.2 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v). Assignment, transfer, subletting of Contract.
 - vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

3.3.3 RECOVERIES ARISING OUT OF RISK & COST AND LD OR ANY OTHER RECOVERIES DUE FROM CONTRACTOR

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

3.3.4 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the terms and conditions.

3.3.5 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

3.4 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

Not applicable

3.5 FORCE MAJEURE

3.5.1 "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.

3.5.2 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.

3.5.3 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 period of delay caused due to such Force Majeure event.

3.5.4 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.
- Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

3.6 ARBITRATION

3.6.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/ Delhi.

3.6.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

3.6.3 The cost of arbitration shall be borne equally by the Parties.

3.6.4 Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

3.7 JURISDICTION OF COURT

Courts at Noida (Gautam Budh Nagar) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

3.8 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

3.9 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/ Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

4. SCOPE OF WORK

Conducting Assessment of level of BHEL in line with Project Management Maturity Model (Pro-MMM) or its equivalent, Gap analysis, submission of final report including actionable recommendation for improvement in Project Management Maturity level. Scope is further detailed as below –

4.1. Assessment of BHEL against Project Management Maturity Model. Various Business Sectors/Units of BHEL and respective project management knowledge areas which shall be covered under this assessment are:

Business Sectors/ Units of BHEL	Project management knowledge areas									
	Integration	Scope	Schedule	Cost	Quality	Resources	Risk	Procurement	Communication	Stakeholder
Power Sector Project Management Group located at Delhi & Noida (PS – PMG)	✓		✓				✓		✓	✓
Power Sector Marketing (Thermal & Gas) located at Delhi (PS-Mktg)	✓	✓		✓			✓		✓	✓
Power Engineering Management (PEM) located at Noida	✓	✓	✓	✓	✓		✓	✓	✓	✓
Power Sector Northern Region (PSNR) Head office at Noida	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Manufacturing unit located at Haridwar	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

4.2. Assessment of maturity level in line with suitable Project Management Maturity Model and submission of comprehensive report.

4.3. Gap analysis of above listed units for respective project management knowledge areas

4.4. Assessment of two sample power project for following knowledge areas:

- Integration Management
- Scope Management
- Time Management
- Cost Management
- Quality Management
- Resources Management
- Communications Management
- Risk Management
- Stakeholder Management
- Procurement Management

4.5. Preparation and Submission of Preliminary Report

4.6. Submission of Final report including actionable recommendation for improvement in Project Management Maturity and award Certificate. Contractor shall submit the final report in soft copy in Compact Disc (CD) and four hard bound copies.

4.7. Presentation of assessment findings before BHEL Board of Directors

4.8. The consultant shall adopt following indicative approach for conducting the project management maturity assessment:

- Maturity assessment framework: Consultant shall propose the maturity assessment framework as per the scope of work which shall be finalized with BHEL and subsequently be used for the maturity assessment.
- Assessment questionnaire: For conducting interviews of different functions assessment questionnaires are to be prepared in line with the finalized maturity assessment framework, with scoring criteria defined for different parameters.
- Interviews with BHEL officials: Basis the questionnaire, the consultant shall conduct interviews of BHEL select staff at H.O., Regional office and site levels for maturity assessment.
- Limited documentation reviews: The Consultant shall also review (where applicable) relevant documents for assessing the parameters as per the finalized framework.
- Site Visit: The Consultant shall visit the project sites as identified by BHEL to assess site level process maturity levels. This shall be done in parallel to the interviews and documentation review work at Business Sector/Manufacturing unit to optimize the overall duration of the assessment.
- Scoring of parameters: Assessment scores shall be arrived on the basis of;
 - a. Interviews
 - b. Documents review
 - c. Site Visit

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The scores for individual parameters shall need to be consolidated based on the weighted average to provide a combined score that in turn shall roll up to provide overall project management maturity level as per the adopted framework.

5. QUANTITY VARIATION

Not applicable

6. EFFECTIVE DATE OF CONTRACT

This Contract shall come in to effect on the date of issue of Work order by the BHEL.

7. COMMENCEMENT OF SERVICES

The Consultant shall begin carrying out the Services immediately on the date of intimation by BHEL

8. COMPLETION OF SERVICES

The Project will be deemed to have been completed when all the Deliverables have been met, verified and certified and accepted by BHEL's "Authorised Officer".

9. PERIOD OF CONTRACT

The timeline for completing the assessment and presenting report shall be 90 days from award of work. Further after submission of final report, the consultant shall make presentation before BHEL Board of Directors at the venue and date which shall be intimated in due course but shall not be later than 15/12/18. The intermediate milestones would be as follows

S. No.	Deliverables	Timeline (w.e.f. date of issue of Work Order)
1	Apprising BHEL about details of Project Management Maturity model and the methodology to be followed for evaluation	Within 7 days
2	Providing questionnaires for collection of inputs from departments to be assessed.	Within 15 days
3	One to one interaction with key personnel of departments to be assessed, review of documentation and case study of identified projects.	Within 60 days
4	Preparation and Submission of Preliminary Report	Within 75 days
5	Submission of Final report on Project Management Maturity assessment including actionable recommendation for improvement in Project Management Maturity & award of certificate.	Within 90 days
6	Presentation of assessment findings before BHEL Board of Director	Shall be communicated by BHEL after submission of Final report by Consultant

10. CONSULTANT'S PERSONNEL & DEPLOYMENT

The Consultant shall identify a Project Leader to act as focal point for all interactions with BHEL, throughout the entire period of the project. Except as the BHEL may otherwise agree, no changes shall be made in the Personnel deployed. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel;

(a) The Consultant shall provide as a replacement a person of equivalent or better qualifications and experience.

(b) If BHEL finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the BHEL's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to BHEL.

(c) The Consultant shall have no claim for additional cost arising out of or incidental to any removal and/ or replacement of Personnel.

11. TERMINATION OF CONTRACT

BHEL may terminate this Contract by not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (i) through (v) given below:

i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as BHEL may have subsequently approved in writing.

ii. If the Consultant becomes insolvent or bankrupt.

iii. If, as the result of Force Majeure, the Consultant is unable to perform for a period of not less than sixty (60) days Or

iv. If the Consultant, in the judgment of BHEL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

v. If BHEL in its sole discretion, decides to terminate this Contract.

("Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution).

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BHEL).

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.

12. CONTRACTOR'S OBLIGATION

12.1. COMPLIANCE TO REGULATIONS AND BYE-LAWS

The Service Provider shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Service Provider 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.

12.2. The contractor shall be responsible for adequate medical facilities (if required) for the personnel employed by him. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

12.3. The contractor shall ensure that no damage is caused to any person/property of other parties working at site.

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If any such damage is caused, it shall be the responsibility of the contractor to compensate the same.

- 12.4. The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.
- 12.5. In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 12.6. Any delay in completion of work or non-achievements of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resource or by working extra hours or more than one shift at no extra cost to BHEL.

13. PAYMENT TERMS:

- 13.1. Payment will be made upon completion of activities as specified at Time Frame and Deliverables under Scope of Consultancy services, after certification by authorized officer as per the following schedule:

S. No.	Deliverables	Payment schedule
1	Apprising BHEL about details of Project Management Maturity model and the methodology to be followed for evaluation	10% of contract value
2	Providing questionnaires for collection of inputs from departments to be assessed.	10% of contract value
3	Preparation and Submission of Preliminary Report	40% of contract value
4	Submission of Final report on Project Management Maturity assessment including actionable recommendation for improvement in Project Management Maturity & award of certificate.	30% of contract value
5	Presentation of assessment findings before BHEL Board of Director	10% of contract value

- 13.2. Payment will be done through ECS/RTGS into the bank account of the service provider within 15 days from the date of receipt of bill with all supporting documents, complete in all respect after due verification subject to other terms & conditions mentioned below in Taxes & Duties. The service provider will have to intimate the bank account number, and other details of the bank to enable the user department to credit the payments directly into the account. No interest shall be payable for delay in making the payment.
- 13.3. Once the contract is entered the prices as per schedule shall remain fixed for the entire period of contract duration and will not vary on any account whatsoever be the reason. However, any changes in quantum of GST if applicable due to statutory variation, the same shall be admissible during the contract.

14. TRAVEL EXPENSES

For contractor's official/s visiting BHEL offices and sites to perform the scope of work as per this document, travel expenses and lodging facility will be provided as per following conditions –

- 14.1. BHEL will arrange the to and fro domestic tickets for travel to BHEL offices and sites (2nd AC rail / economy class Air) for the contractor's official/s located outside Delhi/NCR. The purpose of visit shall be informed to BHEL well in advance for arrangement of tickets. BHEL at its discretion may or

may not accept the proposed visit and may suggest alternate interaction mechanism like video conferencing. Expenses towards any international travel of contractor's officials (if required) shall be borne by contractor.

14.2. Lodging (Hotel / BHEL guest house wherever applicable) at the location of BHEL offices and sites shall be arranged by BHEL for contractor's official located outside Delhi/NCR.

14.3. Local conveyance for contractor's official/s at the location of BHEL offices and sites, where assessment/interaction is to be carried out, shall be arranged by BHEL.

15. PENALTY:

If the consultant fails to deliver and successfully implement the proposed solution within the stipulated time schedule as prescribed at Time Frame & Deliverables under Scope of Consultancy services or by the date extended by BHEL due to reasons directly attributable to consultant, the consultant, shall be liable to pay as penalty, which would be at 0.5% of the Contract Price for delay of each week or part thereof from the scheduled date subject to a ceiling of 10% of the total Contract Price.

16. TAXES & DUTIES

16.1 Price quoted should be inclusive of all applicable Taxes/charges but **Excluding GST**. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit.

GST Shall be payable extra as per following:

16.2. Contractor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

16.3. Contractor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.

16.4. GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : -

a) Supply of goods and/or services have been received by BHEL.

b) Original Tax Invoice has been submitted to BHEL.

c) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

16.5. Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on

account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

- 16.6.** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altere/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
- 16.7.** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
- 16.8.** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.
- 16.9. 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 approved extended schedule for the reason 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 its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor 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 offer.

16.10. Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

17. SUB-CONTRACT:

The vendor shall not sublet any portion of the contract.

18. 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). Service Provider himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment of Service Provider or damage to any property or person, this includes any third party claims.
- b) Service Provider 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. Contractor 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 responsibility of Service Provider unless otherwise exempted for reasons beyond Service Provider's control.

19. DEFENCE SUIT:

If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission' or negligence on the part of Service Provider, his agent/representative or his sub Service Providers, the Service Provider shall in all such case be responsible and indemnify and keep BHEL and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

20. CONFIDENTIALITY

Consultant shall not, either during the term or after the expiry of this Contract disclose any information relating to the Project, the Services, this Contract, or business or operations etc. without the prior written consent of BHEL. Similarly, the consultant shall not use the documents for purposes unrelated to this contract without the prior written approval of BHEL.

21. DOCUMENTS/ REPORTS/ DELIVERABLES

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

22. MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the BHEL and the Contractor.

23. EXTENSION OF TIME

Any period within which the Contractor shall pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Contractor was unable to perform such action as a result of Force Majeure or other reasons attributable to BHEL.

24. PVC and ORC Clause: Not Applicable.

TENDER NO. BHEL/NR/SCT/ASSESSMENT BHEL /PMMM/1116

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

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

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub : Declaration by Authorised Signatory regarding Authenticity of submitted documents.

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of 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 / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during 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 and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender 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 Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

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

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

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL PSNR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....who are submitting offer for providing services to BHEL PSNR against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID (for payment confirmation) :

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

(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 Tender/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, Power Sector _____ Region, _____, in connection with

.....
..... vide
Tender Specification 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.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public