



Ref: AA/PSG/P-CMM/2019-20

Date: 20/08/2019

**Submission of tender on 03/09/2019 by 1100 Hrs
Opening of tender on 03/09/2019 at 1130 Hrs**

Subject: Invitation to Bid for Initiation of P-CMM Level -3 at BHEL

Dear Sir/ Madam,

Bharat Heavy Electricals Limited (BHEL), a Govt. of India Enterprise, intends to Initiate P-CMM Level -3 activities at BHEL. Your most competitive offers are invited, in sealed covers.

This tender is in two parts viz. **Part-1 "Terms & Conditions and Scope of Work" and Part-2 "Price Proposal"**. You are requested to submit your offer by post or get the same delivered in person at the Drop box kept at BHEL Corporate Office Reception (Address given below) so as to reach by **1100 hours on 03/09/2019.**

**A Malviya, SDGM(People Strategy),
Corporate Office, Bharat Heavy Electricals Limited,
BHEL House, Siri fort Complex
New Delhi- 110049
E-mail: amalviya@bhel.in Phone: 01166337190**

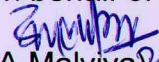
Part-1 "Terms & Conditions and Scope of Work" will be opened on 03/09/2019 at **1130 hrs.** After the evaluation and verification of documents mentioned in Part 1, Part-2 "Price Proposal" may also be opened on the same day.

Part-1 & Part-2 proposal shall be opened preferably in the presence of consultant's authorised representative. Consultant shall accordingly depute their representatives with due authorisation.

Please submit your lowest price quotation along with the documents/ formats as mentioned in the Scope of Work & Terms and Conditions given at Annexure 1, so as to reach the under signed on or before the due date mentioned above.

Thanking you,

Yours faithfully,
For & on behalf of BHEL


(A Malviya) 20/08/19.
SDGM (People Strategy)

(I) Pre-Qualification Requirements

- A. The bidder should have experience of conducting P-CMM based Appraisals/ Assessments and worked in delivering end to end P-CMM engagement, in organisation (PSU/ Pvt), with manpower strength of 5000 or above, in the past 5 years.
- B. The bidder should have an experience of providing training in organisations (PSU/ Pvt) on P-CMM Level 3 in the past 3 years.
- C. The bidder should have PAN (Permanent Account number) and GST Registration No.

(II) Scope of Work

Initiation of P-CMM Level -3 at BHEL. This shall include, conducting 2-day awareness programme on P-CMM 3 for around 30 Executives through VC and/or in person mode at New Delhi/Noida, Review and finalisation of process definitions of processes of Level 3

Major Activities

1. Conducting 2-day awareness programme on P-CMM 3 for around 30 Executives through VC and/or in person mode at New Delhi/Noida.
2. Review and finalisation of process definition of processes of Level 3

Time Frame & Deliverables

SNo	Deliverables	By
1	Conducting 2-day awareness programme on P-CMM 3 for 30 Executives through VC and/or in person mode at New Delhi/Noida.	30 th Sept 2019
2	Review and finalisation of process definition of Level 3 processes	31 st Dec 2019

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III) Terms & Conditions

1) General

- a. The Consultant shall provide Complete, Time bound & Unconditional Support (Technical or otherwise) to BHEL towards the project for conducting Assessment under the People Capability Maturity Model for the period specified in the Work Order. This support includes training, timely identification of gaps, consulting in plugging through necessary interventions and final validation report of the PCMM Level in BHEL.
- b. The Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to BHEL, and shall at all times support and safeguard BHEL's legitimate interests in any dealings with any other consultant/s or third party.
- c. Consultant may seek clarification on the tender documents, if required, by 02/09/2019. Any clarification sought must be sent in writing or by email at the above address. Consultant is also advised to be in contact with us through our emails for updates, if any.
- d. At any time before the scheduled date of submission of proposal, BHEL may, for any reasons, modify the tender documents by issuing an amendment. The amendment/ response to clarification(s), if any, will be sent in writing/ through email to the Consultant and will be binding on them. BHEL may, at its discretion, extend the deadline for submission and/ or opening of the tender proposal.
- e. Offer/ proposal received by BHEL after the deadline for submission of tender prescribed above will be rejected. BHEL shall not be responsible for any delay/ non-receipt of offer/ proposal by post.
- f. BHEL reserves the right to reject the proposal, wholly or partially, without assigning any reasons whatsoever.
- g. Sub-contracting of the consultancy project awarded to the Consultant is not permitted. Alternatively, a certificate in this regard may be presented in case the project is being offloaded to its group company only.
- h. Offer shall be complete in all respects and shall be submitted with requisite information and Formats. It shall be free from any ambiguity, cutting or overwriting. Correction, if any, must be initialed by the persons who sign the offer.
- i. For preparation of offer, Consultant is expected to examine the tender document in detail. Deficiencies in providing the information required may result in rejection of the offer.
- j. The offer shall remain valid for a period of 90 days after the date of opening of bid.
- k. Consultants shall not on their own contact BHEL on any matter relating to their proposal after the opening of Part-1 Terms & Conditions and Scope of Work. Any effort by the Consultant to influence BHEL in BHEL's evaluation, or contract award decision may result in the rejection of the Consultant's proposal.
- l. The Consultant should comply with all statutory requirements applicable for this contract.
- m. If the services of the Consultant are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the Consultant does not rectify the non-performance notified, within the aforesaid notice period.
- n. The Consultant should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.

2) Submission of Tender Proposal

The tender is to be submitted in two parts consisting of Part 1: "Terms & Conditions and Scope of Work" and Part 2: "Price Proposal" in separate sealed envelopes in one envelope. The following will be submitted by the Consultants:

- i. All the pages of the Part-1 Terms & Conditions and Scope of Work duly signed &



stamped by the authorised signatory of the Consultant. Acceptance of the Terms and Conditions and Scope of Consultancy services shall be indicated by return of signed copy of the Tender Document (on each page) by an authorised representative of the consultant. Not complying with the above shall invite disqualification. Part-1 "Terms & Conditions and Scope of Work" shall not contain any price quotation. The "Part-1" "Terms & Conditions and Scope of Work" shall be submitted in a sealed Envelope (envelope no.1) with tender details and closing date duly super-scribed on the top and marked "Part-1" "Terms & Conditions and Scope of Work".

- ii. Submission of following formats to be enclosed in envelope no. 1:
 1. Part 1 Terms & Conditions & Scope of Work Proposal submission form (Format A)
 2. No Deviation Certificate (Format A-1)
 3. Declaration Certificate (Format A-2)
 4. Schedule for Completion of Activities (Format A-3)
 5. Unpriced Schedule B-1 (without values) indicating "Q" in the desired columns
 6. Permanent Account Number
 7. GST Registration Number
- iii. The "Price Proposal" with details of offered price shall be submitted in a sealed Envelope (envelope no.2) with tender details and closing date duly super-scribed on the top and marked "Price Proposal". The Price Proposal shall be made in "Price Proposal Submission form", Format-B and Schedule B-1. The consultant shall quote price strictly in the Price Schedule Format (Schedule B-1).
- iv. The costs on account of preparation of proposal, negotiation, discussion etc., as may be incurred by the Consultant in the process of finalisation of the contract are not reimbursable by BHEL. The price will be inclusive of all expenditures to be incurred by the Consultants and no expenditure other than those quoted in the Price Schedule will be entertained by BHEL on any account for the defined 'Scope of Consultancy services'.
- v. For preparation of the "Price Proposal", Consultant is expected to take into account the requirements and conditions of the tender documents.
- vi. All prices to be quoted by the Consultant will be in Indian Rupees only on firm price basis and to remain valid for the duration of the Contract.
- vii. Price Proposal will be evaluated based on unit rate per person quoted for the activity mentioned for the indicative numbers in Schedule B-1. Change in price proposal is not allowed. Any deviation may lead to disqualification.
- viii. In case of any computing error, Unit rates shall prevail. However, if there is a discrepancy between words and figures, the higher amount shall be considered for evaluation and lower amount shall be considered for ordering.

The above said Envelopes no. 1 & 2 should be placed in another envelope, which again should be duly sealed with tender details and closing date super-scribed and indicating the name of the Consultant. The above envelopes should be marked as "To be opened by addressee only" and delivered to the address mentioned as above.

3) Contract Agreement

The Consultant will be required to sign a contract agreement for consultancy project within seven days of the date of issue of Work Order.

4) Award and Duration of Contract

The contract will be valid from the date of issue of Work Order till the completion of deliverables mentioned in the Scope of Work up to a maximum period of six months.

5) Reporting & Review of Progress

BHEL will nominate a Project Coordinator to coordinate with the consultant for day to day activity or sharing any information required by BHEL / Consultant. The consultant will

indicate a time frame for stage-wise completion of the project and submission of the deliverables, identified as per Format A-3.

6) Confidentiality

Consultant as well as BHEL 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 either of the organisations. Similarly, both the organisations shall not use the documents for purposes unrelated to this contract without the prior written approval of the authorized officer.

7) Documents/ Reports/ Deliverables:

Reports & documents submitted by the Consultant shall become and remain the property of the BHEL. BHEL will use validation reports with the sole purpose & objective of HR Process Development. The original audit methodology shall continue to remain the intellectual property of QAI India Ltd. and BHEL will use the reports to the extent as mentioned under the purview of this contract only. 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.

8) Payment Terms

a. 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:

SNo	Deliverables	Payment Schedule
1	Conducting 2 days awareness programme on P-CMM 3 30 Executives through VC and/or in person mode at New Delhi/Noida.	50% of contract value
2	Review and finalisation of process definition of Level 3	50% of contract value

b. 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.**

9) 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.

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

10) Procedure of Payment

Payment shall be admissible on submission of invoice in duplicate along with supporting documents and certification of satisfactory completion on behalf of BHEL by the "authorized officer", after completion of specified Deliverables. Best efforts shall be made to release the payment within 30 days from the date of receipt of invoice along with NEFT details. However, no interest will be paid by BHEL for any delay in making payment. Payment will be made to the accounts of the Consultant electronically.

11) Taxes & Duties

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

12) Commencement, Completion, Modification & Termination of Contract

a) Effective Date of contract

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

b) Commencement of Services

The Consultant shall begin carrying out the Services within 1 week from the date of intimation by Corporate PSG.

c) 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 by the "Authorised Officer".

d) Penalty Clause

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.

e) Modification

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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 Consultancy Agency.

f) Extension of Time

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

g) Merger & Acquisitions:

In case of mergers and acquisitions of consultant, all the contractual conditions and obligations shall automatically get transferred to acquiring vendor and in such case the acquiring vendor must assume all the obligations of the contract till the end of the contract period.

h) Termination

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).

h) Payment upon termination

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.

j) Issue of Notice

All notices, communications & references shall be deemed to have been duly given to the consultant, if delivered to the consultant or his authorized local representative or left at the address either of the consultant or his authorized local representative. The address of the consultant or his authorized local representative shall be furnished to the authorised officer and shall include name, designation etc.

k) Arbitration & Conciliation
ARBITRATION

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 30 days of receipt of the complete Notice.

The language of arbitration shall be English. The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Appendix No. I to this GCC. The Appendix I together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

No Interest payable to Seller

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by the Buyer to the Seller/Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill etc., due from the Buyer to the Seller/Contractor.

l) 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.

m) Jurisdiction of Court

Courts at New Delhi 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.

n) Default/ Breach of Contract, Insolvency and Risk Purchase

If the Consultant fails to provide the required services as per the Contract within the period(s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Consultant being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Consultant being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchase without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Consultant's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Consultant and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services not so delivered or others of a similar description where services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Consultant and the Consultant shall be liable to the purchaser for any excess costs provided that the Consultant shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Consultant shall on no account be entitled to any gain on such repurchases.

Cost of the services made by the Purchaser at the risk and cost of the consultant shall be worked out after levying 30% overheads as departmental charges on the cost of services so purchased/hired.

Part 1 Terms & Conditions and Scope of Work Proposal Submission Form

Consultant's Proposal Ref. No. and Date:

Consultant's Name and Address:

Person to be contacted: (Name & Designation)

Telephone No.:

FAX No.:

E-Mail ID :

To,

Dear Sir/ Madam,

We hereby propose to provide Consultancy Services for initiation of P-CMM Level -3 at BHEL, as outlined in your tender documents.

We have understood the instructions and the terms and conditions mentioned in the tender documents furnished by you and have thoroughly examined the detailed scope of Consultancy services laid down by you and are fully aware of the nature and scope of services required.

We hereby confirm our unconditional acceptance and compliance to the provisions and terms and conditions contained in the tender documents. We declare that the services will be rendered strictly in accordance with the requirements.

We hereby furnish our Part 1 Terms & Conditions and Scope of Work proposals comprising of:

- i. Part 1 Terms & Conditions and Scope of Work Proposal submission form (Format A)
- ii. No Deviation Certificate (Format A-1)
- iii. Declaration Certificate (Format A-2)
- iv. Organization Details and Credentials (Format A-3)
- v. Schedule for Completion of Activities (Format A-4)
- vi. Unpriced Schedule B-1 (without values) indicating "Q" in the desired columns
- vii. Permanent Account Number
- viii. Service Tax Registration Number

Our Price Proposal is being submitted in a separate sealed envelope as per the requirement of tender documents.

Our proposal shall remain valid for acceptance for a period of 90 days from the date of opening of the "Part 1 Terms & Conditions and Scope of Work" by BHEL.

If you accept our proposal, we agree to complete the work covered under the scope within completion schedule. Detailed bar chart of different activities for complete scope of services will be submitted within 7 days of award of contract (in Format A-3).

We also understand that any deviation to the Tender Condition will make us liable for disqualification.

Date :.....

Place.....

Authorised Signatory.....

Name.....

Designation.....

Common Seal.....



No Deviation Certificate

This is to declare that we do not have any deviations in the stipulations of the Tender No. AA/PSG/P-CMM/2019-20 and accordingly accept all the stipulations without any reservations whatsoever.

Date :.....

Place.....

Authorised Signatory.....

Name.....

Designation.....

Common Seal.....



Declaration Certificate

We do hereby declare that there is no case with the Police/ Court/ RBI/ IRDA/ SEBI/ Regulatory Authorities against the Proprietor/ Firm/ Partner. Also, we have not been suspended/ black listed by any other Govt. Ministry/ Department / Public Sector Undertaking/ Quality Assurance Body/ Autonomous Body/ Financial Institution/ Court. We also certify that neither our Firm nor any of the Partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

Date :.....
Place.....

Authorised Signatory.....
Name.....
Designation.....
Common Seal.....



Details and Credentials

1 .Organization Details

Name of the organization	
Type of Organization (Pvt/ Public /Partnership, etc.)	
Date of Incorporation	
Address of Corporate / Head / Registered Office	
Contact details of Registered office	
GST Registration Number	
PAN Number	

2. Contact Person

Name		Designation
Address		Email
Telephone	Office:	Mobile No.

3 Experience of conducting P-CMM Appraisals & Assessment

Sno	Name of the Project	Name of the Organisation	Experience of PCMM Appraisals & Assessment		
			Manpower strength	From	To

4 Experience of providing P-CMM Level 3 Training programme

Sno	Name of the Organisation	Experience of P-CMM Level 3 Training	
		From	To
1			

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Price Proposal Submission Form

Price Bid for initiation of P-CMM Level -3 at BHEL

Consultant's Proposal Ref No. and Date:

Consultant's Name and Address:

Person to be Contacted: (Name & Designation)

Telephone No.:

FAX No.:

E-Mail:

To,

Dear Sir,

- 1.0 We hereby propose to provide our management consultancy for initiation of P-CMM Level -3 at BHEL, as outlined in your tender documents.
We have understood the instructions and the terms and conditions mentioned in the tender documents furnished by you and have thoroughly examined the detailed scope of Consultancy services laid down by you and are fully aware of the nature and scope of services required.
We hereby confirm our unconditional acceptance and compliance to the provisions contained in the tender documents. We declare that the services will be rendered strictly in accordance with the requirement.
- 2.0 We declare that the prices quoted in enclosed Schedule B-1 are our prices in Indian Rupees on firm price basis for the entire scope of services detailed in tender documents.
- 3.0 We declare that the above quoted lump sum charges are firm and shall not be subject to any variation for the entire period of the project. We further declare that the above quoted prices include all taxes, duties and levies payable by us under aforesaid project excluding GST.
- 4.0 Our proposal shall remain valid for acceptance for a period of **90 days** from the date of opening of the "Technical & Commercial Proposal" by BHEL.

Dated.....

Place.....

Authorised Signatory.....

Name.....

Designation.....

Common Seal.....



Price Schedule

We hereby offer our "price proposal" for project for initiation of P-CMM Level -3 at BHEL for scope of Consultancy services and terms and conditions as provided in the tender documents.

Sno	Activity	No of Man days	Rate per man day (In figures) & (in words)
1	Conducting 2-day awareness programme on P-CMM Level 3 for 30 Executives through VC and/or in person mode at New Delhi/Noida.		
2	Review and finalisation of process definition of Level 3 processes		

Note:

1. Rates to be quoted both in figures and words.
2. Evaluation will be done on the basis of unit rate for the above activity for indicative numbers but payment will be made for actual numbers finally assessed.
3. Rates quoted above are inclusive of all duties and fees but are exclusive of GST, which would be paid, extra as applicable.

Dated.....
Place.....

Authorised Signatory.....
Name.....
Designation.....
Common Seal.....



Appendix I to the NIT for Invitation to Bid for initiation of P-CMM Level -3 at BHEL

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. **Format 3** shall be used by the Customer/Collaborator/Contractor for invoking the Conciliation Clause. If the invitation issued by Customer/Collaborator/Contractor is deficient/non-compliant/not clear etc., then, the Unit/Division/Region/Business Group shall forward the **Format 3** to the Customer/Collaborator/Contractor as per **Format 2** hereto for filling up and forwarding its Claim, Consent etc.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-7**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.



7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

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15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

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- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

SI No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise	As per entitlement of the equivalent officer (pay scale wise) in BHEL.

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SI No	Particulars	Amount
	equivalent to or more than E-8 level of BHEL)	
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

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28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated _____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL



Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM
PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
 BHEL

.....
Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No ____ & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor
Name, with designation

Date



Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH
THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*



FORMAT FOR INTIMATION TO THE OTHER PARTY ABOUT APPOINTMENT OF
CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION TO THE OTHER PARTY ABOUT APPOINTMENT OF
CONCILIATOR/IEC WITH A COPY TO CONCILIATOR(S)

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is reference to letter dated ----- from you inviting Bharat Heavy Electricals Limited to refer the disputes to conciliation and consenting to appointment of Conciliator(s).

In this regard it is intimated that the Competent Authority has accepted your invitation to Conciliate and has appointed the following persons as Conciliator(s) for conciliating for possibly assisting the parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the BHEL Conciliation Scheme, 2018.

Name and contact details of Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims before the Conciliator(s) in **Format 5** (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

