

M/s

<b>COLLECTION OF TENDER</b>	
<b>DOCUMENT UPTO:</b>	<b>15.09.2014 (13:00 Hrs.)</b>
<b>PRE-BID MEETING:</b>	<b>08.09.2014 (11:00 Hrs.)</b>
<b>TENDER SUBMISSION</b>	
<b>DATE UPTO:</b>	<b>15.09.2014 (15:00 Hrs.)</b>
<b>TENDER OPENING DATE</b>	
<b>(PART – I):</b>	<b>15.09.2014 (16:00 Hrs.)</b>

**Sub: e-Learning Modules on Leadership Competencies at HRDI BHEL, NOIDA**

Dear Sir,

Most competitive rates are invited from reputed agencies, meeting the **Qualification Requirements** prescribed hereinafter, for providing an E-Learning Module for Leadership Competencies. You are requested to submit your sealed quotation so as to reach this office on or before **15/09/2014 (15:00 Hrs.)** in the manner explained below. Quotations received late are likely to be ignored. Part – I of the Tender will be opened in this office **on 15/09/2014 (16:00 Hrs.)** in the presence of the representatives of the bidders who may choose to be present.

Before submitting your quotations accurately assess the quantum of services to be rendered and take them into account while quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by HRDI/BHEL and it will be deemed to have been included in the tender quotation.

Pre-Bid meeting has been scheduled at **11.00 AM on 08/09/2014** in our office to clarify issues, if any with regards to the tender. All bidders are requested to attend this meeting.

**Procedure for submission of sealed tender:**

The bidder must submit their Tender as required in separate covers prominently superscribed as:

**Part-I/ Cover-I:** Techno Commercial Bid and

**Part-II/ Cover II:** Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

**Part-I/ Cover-I: Techno Commercial Bid:**

Please submit all information on Qualification Requirements as given in Annexure – 2 of the Tender document. Copies of documentary evidence as asked for, original copy of tender document with unpriced copy duly signed & stamped on each page as token of your acceptance to the tender conditions. The cover to be properly sealed.

**Part-II/ Cover-II: Price-Bid:**

Only price bid in the prescribed Price-Format as per Annexure- 3 should be enclosed in Part-II/ Cover-II, duly sealed.

These two separate covers (Cover I & II) shall together be enclosed in a third envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted to this office at the following address

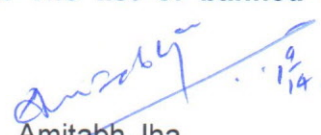
**Sr. Manager (Purchase)**  
**Bharat Heavy Electricals Limited**  
**Human Resource Development Institute**  
**HRD & ESI Building, Plot No.25, Sector – 16A,**  
**NOIDA – 201301 (U.P.)**

Your quotation should reach this office latest by **15:00 Hrs. on 15/09/2014.**

Part-I will be opened first at **16:00 Hrs. on 15/09/2014** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. Part-I/Cover-I Techno Commercial Bid will be opened on the same day. Part-II /Cover-II Price-Bid of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time. However, BHEL, may finalize the tender through online reverse auction procedure i.e. online Bidding on Internet as per guidelines/process explained in Annexure-7.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

**The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms available on BHEL website [www.bhel.com](http://www.bhel.com).**

  
Amitabh Jha  
Sr. Manager (Purchase)

**Enclosures:-**

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**PROJECT NAME: E-LEARNING MODULES ON LEADERSHIP COMPETENCY**

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**Annexure 1****A. SCOPE OF SERVICES****1.0 BACKGROUND**

Bharat Heavy Electricals Limited (BHEL) was set up in late 1950's with the goal of making India self-reliant in the field of indigenous manufacture of power plant equipment. From a supplier of limited range of power generating equipment in the initial years of it being, BHEL has come a long way of having developed 'Concept to Commissioning' capability as well as a strong network offering quality after-sales service. With 180 products under 30 major product groups, BHEL caters to the core sectors of the Indian economy, viz., Power, Industry, Transportation (including Railways), Transmission, Telecommunication, Non- conventional Energy Sources etc. In fact the genesis of Power Generating Industry in India could be traced to the establishment of the first plant of BHEL at Bhopal in 1956 (under Heavy Electricals India Limited). Subsequently, during the Third Five Year Plan Period three more manufacturing plants were set up at Haridwar, Hyderabad and Tiruchirapalli under Bharat Heavy Electricals Limited (BHEL) since then there has been no looking back and BHEL has fulfilled the objective of making the country self-reliant in the field of power plant equipment. Today, BHEL is the largest engineering enterprise of its kind in India and is one of the leading international companies in the field of power equipment.

**2.0 OBJECTIVES & PURPOSES OF THE PROJECT :****Project Objectives:**

1. To provide inputs in an e-learning mode, to our executives in the middle management level for improving the identified Leadership Competencies.
2. To help them assess their learning through a pre and post-test, i.e. before undertaking the study and after completion of the same.

**Purpose of the Project:**

The study of these modules is expected to help the users improve their understanding of the concepts and practice of leadership competencies.

**3.0 SCOPE FOR SERVICES**

The contract will require providing e-learning modules to develop identified Leadership Competencies under the two broad heads of 'Strategic Orientation & Execution' and 'Customer Focus' with the content covering the below mentioned broad areas.

**3.1 To provide e-learning modules on the following areas.**

1. Strategic Thinking (which includes inputs on Skills in Envisioning)
2. Creativity & Innovation
3. Strategic Execution Skills (including organizing & business planning skills)

4. Project Management Skills
5. Decision making skills
6. Managing Change (which includes inputs on Implementing Change, managing resistance to change)
7. Motivating and Leading People (Which includes creating a motivational Environment, Facilitation, Giving and receiving feedback, Being Assertive, Understanding & Empathy )
8. Process Improvement
9. Communication Skills for Leaders (including skills in Presentation, writing, active listening)
10. Customer Focus (Skills in creating Customer delight)
11. Negotiation Skills (understanding the other party & persuasion)

### **3.2. Participants of the program:**

A. The modules will be provided to cater to 1000 (one thousand) participants individually and separately.

**B. Duration of the online training license:** 1(one) year from the date of activation

**C. Course content:** The content and design will be provided by the Service provider. The Content should be designed by reputed faculty/ experts in the respective areas and should cover the broad areas indicated in brackets at clause 3.1 above.

The module should include interactive learning activities like practice exercises for application of the concepts covered.

**D: Communication Strategy:** The service provider should suggest a communication strategy for implementation of the program and also provide draft text of the various communications required to be sent to users.

**E. Installation and Customization:** The Service provider will install the package at our facility and also prepare the opening page with BHEL Name and details of contact person etc. It should be possible for people in multiple locations within the Company but located at different places in India to access and use the e-learning modules from their locations.

In case of a problem in the system provided by the Service provider he will have it attended to at the earliest and make it operational within a reasonable time.

**F. Contact Classes/ Programs:** The Service Provider will also organize two contact classes/ programs with the help of expert facilitators at BHEL premises which could be shared with other locations of BHEL through Video conferencing/ Skype mode.

**G. Location:** The participants will be located at different Units of BHEL in various parts of the country. They should be able to use the e-learning module from their respective locations using Windows and internet browser.



**Annexure 2****QUALIFICATION REQUIREMENT**

- A) The Service Provider (SP) must have provided similar E-learning Modules on Leadership Competencies to at least two PSUs of Maharatnas/ Navratnas stature/ Nationalized banks. Details of similar assignments taken up by the Service Provider to be given in Annexure – 5.
- B) Service Provider's should submit a certificate of completion of installation and successful running of E-learning Modules for Leadership Competency from at least two of the customer(s) mentioned in Annexure 5.
- C) Service Provider's should be capable of successfully installing the e-learning modules and making them operational within 10 Days from award of Work Order/ PO.
- D) BHEL reserves the right for evaluation of offers received against open tender by a committee by inviting the bidders for a presentation, if required.
- E) Service Provider must certify that their E-Learning Module platform supports Windows based Client-side Browsers and all additional proprietary softwares required to run the course shall be provided by the Service Provider
- F) Service Provider should certify that it is the sole and exclusive proprietor of the content.
- G) Financial PQR:
- (a) Bidder should be financially sound having an average annual financial turnover of atleast Rs 14.55 lacs during the last three financial years ending 31st March, 2014 and to this effect respective audited Profit and Loss a/c and balance sheet to be enclosed . He should have earned profit during the past two (2) years.
- (b) During the past seven (7) years, Bidder should have successfully provided the services of E-learning Modules on Leadership Competencies against contract value of any of the following:-
- Three (3) contracts of value not less than Rs 19.41 lacs
  - Two (2) contracts of value not less than Rs 24.26 lacs
  - One (1) contract of value not less than Rs 38.82 lacs

(Year to be counted w.r.t end date as 31.08.2014 ). Bidder to enclose documentary evidences).

## Annexure 3

## PRICE FORMAT

SN	Activity	Rate (Rs.)
		In figures
(1)	(2)	(3)
1.	Initial setup & configuration of the e- Learning modules on Leadership Competency & Login access of e-Learning modules to all 1000 Licensed Users for 1 year and conducting two Contact Classes/ Programs with the help of expert facilitators at BHEL premises.	
2.	TOTAL	

**Note: Service Tax as per existing rates is to be paid extra.**



**Annexure 4****SPECIAL TERMS & CONDITIONS****1. TIME FRAME**

The Service Provider must ensure completion of the initial setup, configuration and readiness for Contents within 10 days of award of work.

**2. DELIVERABLES:**

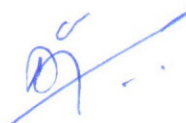
S.N.	Deliverables	Completion By Date	Payment Applicable
1.0	Initial setup & configuration of the e- Learning modules on Leadership Competency and Login access to all 1000 Licensed Users	Within 10 days of award of work.	90% of Contract Value
2.0	On Completion of two Contact Classes/ Programs with the help of expert facilitators at BHEL premises.	Within 10 days of Completion of classes	10% of Contract Value

Payment: Payment will be made through NEFT within 30 days on receipt of invoice by the service provider as mentioned above.

Penalty Clause: it is applicable for delayed completion of work beyond specified completion of work dates, i.e. penalty @  $\frac{1}{2}$  % per week of delay or part thereof, subject to maximum of 10 % of contract value.

**3. REPORTING AND REVIEW OF PROGRESS**

The Successful Bidder will submit a monthly/fortnightly (as mutually agreed) progress report to BHEL detailing the progress of the Project.





**Annexure 5****DETAILS OF PUBLIC SECTOR ENTERPRISES / NATIONALISED BANKS IN INDIA FOR WHOM E-LEARNING ON LEADERSHIP COMPETENCY HAS BEEN CONDUCTED DURING LAST 7 YEARS**

1) Total no. of such clients served in last 7 years :

2) Details of clients served:

Name & Address of Client	Year of Project	Gross Sales/ Turnover of Client in Year of Project*	Nature of Project**	No. of user Licenses	Name & contact details of co-ordinating official from client's side

\* Documentary evidence such as copy of Balance Sheet, Annual Report etc. should be enclosed.

\*\*Documentary evidence such as copy of Purchase Order, Project Completion Certificate etc. should be enclosed for each project.

Authorised Signatory.....

Name, Designation.....



**Annexure-6****GENERAL TERMS & CONDITIONS.**

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super scribing the name of work as a given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
4. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
5. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
6. **VALIDITY OF OFFER:**

The offer shall be kept open for acceptance for a minimum period of three months from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

**7. SECURITY DEPOSIT**

Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent/Work Order for satisfactory completion of work.

7.1 The total amount of Security Deposit shall be as follows :

- a. In case of work costing up to Ten lacs : 10% of the contract value
- b. Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakhs +7.5% of the amount exceeding Rs. 10 lakhs.





- c. Above Rs. 50 lakhs: Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.
- d. ADDITIONAL SECURITY DEPOSIT (SD) HAS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER WITH VALUE AS FOLLOW: If the final price of successful bidder is lesser by " more than 20% of BHEL's estimate then only, ' Additional Security Deposit' will be required to be submitted by successful bidder with value as follows:

Additional Security Deposit = 30% of (A-B) will be calculated as below

A = 80% of BHEL estimate

B = the final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder (in case of paper bid)

This additional SD shall have the same validity as that of the Security Deposit as mentioned above.

7.2 Security Deposit may be furnished in any one of the following forms:

- I. Cash (as permissible under Income Tax Act)
- II. Pay Order, Demand Draft in favour of BHEL.
- III. Local cheques of scheduled banks, subject to realization.
- IV. Securities available from Post Offices such as National Savings Certificates, KisanVikasPatras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.)
- V. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies Act. The Bank Guarantee format should have the approval of BHEL.
- VI. Fixed deposit receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- VII. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs all SAS jobs, work can be started before security deposit is collected. However, payment can be released only after collection/recovery of initial 50% security deposit.)

The security deposit shall not carry any interest.

(Note: Acceptance of security deposit against SI No. (d) & (f) above will be subject to hypothecation



or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.)

7.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

7.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

#### **8.0 RETURN OF SECURITY DEPOSIT :**

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties to BHEL taken, borrowed or hired by him for carrying out the said works, security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor.

The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.

#### **9.0 REJECTION OF TENDER AND OTHER CONDITIONS :**

BHEL reserves to itself full rights to reject any or all of the tenders without assigning any reason

NO DEVIATIONS TO THE TENDER CONDITION WILL NORMALLY BE ACCEPTED. HOWEVER, IF THE TENDERER INSISTS FOR CERTAIN DEVIATIONS TO THE CONDITIONS, FINANCIAL IMPLICATION THERE OF SHALL BE LOADED TO THE QUOTED PRICE FOR EVALUATING THE TENDERER'S OFFER.

#### **10.0 CONSEQUENCES OF CANCELLATION**

Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor.

This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

#### 11.0 ARBITRATION

All disputes between the parties to the contract arising out of or in relation to the contract, other those for which the decision of the Engineer or any other person is by the contract expressed to be final conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the contract is issued or such other place as the Arbitrator at his discretion may determine.





**Annexure-7****Reverse Auction Guidelines :**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.





9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



Annexure-8

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Signature of the bidder  
With company Seal

Name:  
Company's Name:  
Address:

Date:

