

TENDER ENQUIRY

Tender Enquiry Ref. no. AA/CLD/2020-21/PUR/PMT/01

Date: 06.07.2020

M/s

PRE-BID MEETING: 16.07.2020 (1100 Hrs)

TENDER SUBMISSION DATE UPTO: 27.07.2020 (1500 Hrs)

TENDER OPENING DATE (PART – I): 27.07.2020 (1530 Hrs)

Sub: Project Management Training and professional certification of 100 Executives of BHEL

Dear Sir/Madam,

Most competitive rates are invited from reputed bidders for Project Management Training and professional certification of 100 Executives of BHEL. You are requested to submit your sealed quotation so as to reach this office on or before <u>27.07.2020 (1500 Hrs)</u> in the manner explained below. Quotations received late shall be ignored. Part – I of the Tender will be opened in this office on <u>27.07.2020 (1530 Hrs)</u> in the presence of the representatives of the bidders who may choose to be present.

Pre-Bid meeting has been scheduled on <u>16.07.2020 (1100 Hrs)</u> in our office to clarify issues, if any with regard to the tender. All bidders are requested to attend this meeting.

Procedure for submission of sealed tender:

Part-I: Earnest Money Deposit (EMD) & TECHNO-COMMERCIAL BID

This part shall consist of the following:

- 1) EMD of INR. 47,200/- (INR Forty-seven Thousand Two Hundred only) in the form of:
 - a. Banker's cheque/ Pay order/ Demand draft in favour of "BHEL" payable at New Delhi or Noida.
 - b. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening.
 - c. Cash deposit as permissible under the extant Income Tax Act (before tender opening)

Tender not accompanied with EMD/ EMD submitted in any other forms other than mentioned above will not be accepted. Earnest Money is to be paid by each tenderer for securing fulfilment of any obligations in terms of the NIT.

- a) Forfeiture of EMD: EMD by the Tenderer will be forfeited as per NIT conditions, if:
 - 1) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.





कॉर्पोरेट ज्ञानार्जन एवम् विकास

CORPORATE LEARNING AND DEVELOPMENT

मानव संसाधन विकास संस्थान, नोएडा

HUMAN RESOURCE DEVELOPMENT INSTITUTE, NOIDA

- 2) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- b) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- c) EMD shall not carry any interest.
- d) EMD of successful tenderer will be retained as part of Security Deposit.
- 2) Bounded volume of Techno-Commercial Bid:
 - Duly filled, signed & stamped copy of Annexure- 1, 2, 3, 4, 5 & 6 with all supporting documents.
 - Unpriced copy of PRICE BID as per format enclosed as Annexure-7. ii.
 - A copy of complete NIT along with corrigendum, if any, where each page is signed & stamped iii. by the bidder.

Part-II: PRICE BID

Price bid containing PRICES only is to be submitted (in the Price format enclosed as Annexure-7 only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete lease period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

MAKING OF COVERS:

Cover – I: EMD. Offer received without EMD will not be considered.

Cover – II: Techno-Commercial Bid

Cover -III: Price Bid

Each cover should also indicate the Tender no., due date & Time as mentioned above and supplier's contact details with full address. The bidder must submit their tender as required in separate sealed covers prominently superscripted as:

- 1. Part I/ (Cover I & II) EMD & Techno Commercial Bid
- 2. Part II/ (Cover-III) Price Bid

These three separate covers i.e. Cover I, II & III shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender no. Due date and Time and submitted to this office. The Quotation should reach this office at the following address, latest by 1500 hrs on 27.07.2020

Tender Box, Room no. 206, Second Floor, Human Resource Development Institute (HRDI), Corporate Learning and Development (CLD), **Bharat Heavy Electricals Limited (BHEL)** HRD & ESI Building, Plot No. 25, Sector – 16A, **NOIDA – 201301 (U.P.)**



Telephone: 0120-2416368/ 9491398495 Fax: 0120-2515431, E-mail dshekhar@bhel.in, Home Pg. www.bhel.com HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)



Your quotation should reach this office latest by <u>27.07.2020 (1500 Hrs)</u>. Part-I/Cover-I & II Techno-Commercial Bid will be opened first at <u>27.07.2020 (1530 Hrs)</u> 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 are not in the prescribed formats are liable to be rejected. Part-II /Cover-III Price-Bids 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.

Tender documents can also be downloaded from BHEL Website <u>www.bhel.com</u> and e-CPP Portal <u>www.eprocure.gov.in</u>. Any future addendum/corrigendum to the tender will be uploaded on BHEL website and e-CPP portal only. All bidders are requested to refer above websites periodically for latest information about the tenders before submission of their bid.

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

"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 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."

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

Bids can also be delivered in person to the official inviting Bids and shall be dropped in the tender box at the address mentioned above.

Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids received after the Due Date and Time of submission will be summarily rejected.

Deepak Shekhar Dy. Manager (Purchase) Human Resource Development Institute (HRDI), Corporate Learning and Development, Bharat Heavy Electricals Limited (BHEL), Noida

Enclosures:

- 1. Pre-Qualifying Criteria: Annexure- 1
- 2. Scope of the Contract: Annexure- 2
- 3. General Terms & Conditions: **Annexure- 3**
- 4. Payment Terms: Annexure- 4
- 5. Declaration of GST Benefits: Annexure- 5
- 6. No Deviation Certificate: Annexure- 6
- 7. Price Format: **Annexure-7**



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Annexure-1

Tender Enquiry Ref. no. AA/CLD/2020-21/PUR/PMT/01 Date: 06.07.2020

PRE - QUALIFYING REQUIREMENTS (PQR)

Sl. No.	Eligibility Criteria	Documents			
1	The Party should authorized / Accredited Training Organization (ATO) either from IPMA (International Project Management Association) or Project Management Institute (PMI)	For authorization / accreditation Letter: Certificate issued from IPMA (International Project Management Association) or Project Management Institute (PMI)			
2	The party should have the capability to conduct training sessions & certification exams through online platform.	Certification by the bidder.			
3	Experience of successfully completing similar works (i.e. for organizing the Project Management Training and professional certifications) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: Three similar work costing more than INR 9.44 lakhs each OR Two similar work costing more than INR 11.8 lakhs each OR One similar work costing more than INR 18.88 lakhs	Work Completion Certificate clearly mentioning the similar work completed and value (in Rs.), along with a copy of PO / Letter of Agreement / LOI			
4	Should have average Annual Financial Turnover of minimum Rs. 7.08 Lakhs in the last three years i.e. 2017-18, 2018-19 & 2019-20. This must be the individual company turnover and not of any group of companies.	Balance Sheet and Profit & Loss Account for FY 2017-18, 2018-19 & 2019-20. In case Audited Balance Sheet and Profit & Loss Accounts statements are not available then a certificate from CA mentioning the Turn over details is to be furnished for FY 2017-18, 2018-19 & 2019-20.			
5	Should have Positive net worth during last 3 years.	Balance Sheet for FY 2017-18, 2018-19 & 2019-20.			

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6	Should have PAN number and GST registration number.	Self-attested copies of PAN number and GST registration number.
7	Not have been debarred/black-listed by any Government Agency/Public Sector Undertaking/ICAI as on date of RFP submission.	An undertaking on organization's letter head duly signed by authorized officer.

Note: Documentary evidence in support of all the above said stated requirements are to be provided along with the Techno Commercial bid.

Signature of the bidder
With Bidder Seal



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ANNEXURE- 2

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SCOPE OF THE CONTRACT

A. Broad Training Coverage -

Following concepts pertaining to Project Management are proposed to be covered: -

- a.) Understand the processes of Project management
- b.) Learn about the Project phases and Project life cycle
- c.) Learn about Process Groups Initiating, Planning, Executing, Monitoring & Control and Closure
- d.) Learn about Knowledge Area:
 - 1. Scope Management
 - 2. Schedule Management
 - 3. Cost Management
 - 4. Quality Management
 - 5. Resources Management
 - 6. Communication Management
 - 7. Risk Management
 - 8. Procurement Management
 - 9. Integration Management
 - 10. Stakeholder Management
 - 11. Agile Methodology high-level overview
- **B.** Target Group 100 Executive engaged in project management, planning and execution function
- **C. Training Methodology** Online Mode through Webinar Sessions and supplementary e-Learning Modulation keeping present Lockdown and subsequent social distancing measures due to COVID-19 Situation.
- **D. Duration** Minimum 30 hours session (4-5 Days) or as applicable to meet eligibility for appearing in respective certification test





ANNEXURE-3

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GENERAL TERMS & CONDITIONS.

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

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

- 11. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
- **12.** All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.
- **13. Evaluation Criteria:** Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.

14. TAXES AND DUTIES:

- i. Prices should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Format.
- ii. To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit complete Tax invoice containing all the particulars as stipulated under Invoice Rules of GST. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- iii. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL non/delay in filing of GSTR or delay in/nonpayment of tax to Govt. by agency or for other reasons not attributed to BHEL, in such case any financial implication on BHEL account of delay/loss/recovery from BHEL of such GST credit along with in levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from agency's bill.
- iv. Any statutory changes as and when made applicable by Government shall be applicable against documentary evidence.
- v. While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to agency will be subject to TDS as per rules in force from time to time. Tax Deduction at Source(TDS) shall be done as per the provisions of Income Tax Act, GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
- **15. VALIDITY OF OFFER**: The offer/quotation/bid shall be kept open for acceptance for a minimum period of four (4) months from the date of opening of PART-1 bid of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.
- **16. TERMINATION OF CONTRACT:** BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Bidder.
- **17. ARBITRATION & CONCILIATION:** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference;



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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 Unit/Region/Division issuing 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 at Noida/ Gautambudha Nagar, U. P. (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Noida/Gautambudha Nagar. U. P. (the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. 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 except where the Contract has been terminated by either Party in terms of this Contract.

18. SECURITY DEPOSIT:

- 1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 2. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 3. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work (within 7 days from the date of issue of Work Order). Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 4. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 5. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- 6. Modes of deposit:
 - The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - a. Cash (as permissible under the extant Income Tax Act)
 - b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL



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- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: 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)

- Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

REVERSE AUCTION'S TERMS & CONDITIONS: 19.

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

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

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

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

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Annexure-4

Tender Enquiry Ref. no. AA/CLD/2020-21/PUR/PMT/01 Date: 06.07.2020

PAYMENT TERMS

Sl No	Deliverable/Actions	Payment*	
	(Total Duration of the Contract – 6 Months)		
1	a. Award of Work Order to the successful bidder.	NIL	
	b. Preparation period (02 Weeks) for Mobilization of		
	resources of Training		
2	a. Completion of Training - Minimum 30 hours	25% of Total Cost of	
	session (4 - 5 Days) or as applicable to meet eligibility for	Work Order *	
	appearing in respective certification test		
	b. Submission of valid invoice		
3	a. Successful completion of registration process of 100	75% of Total Cost of	
	Executives for the project Certification Exam and	Work Order*	
	Conductance of Examination		
	b. Submission of valid invoice		

Note: - * Payments shall be released on pro rata basis for actual no. of participants trained. Proposed training & certification for 100 employees is tentative. Unit Price shall remain firm throughout the contract and Quantities (i.e. No. of Participants) can have minor variations upto 20 percent. Each training batch should consist of 30-35 participants only and 100 participants are planned to be covered in 3 batches. Party can raise invoice batchwise as per above terms.



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Annexure – 5

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Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that	t I have quoted
the rates considering the benefits of Goods and Service Tax (GST) including Input Ta	ax Credit (ITC)
in the Price Bid.	

(Signature & s	eal of the	bidder)
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Place:

Date:





ANNEXURE-6

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NO DEVIATION CERTIFICATE

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

Signature of the bidder With Company Seal

Name:

Company's name:

Address:

Date:





ANNEXURE-7

Tender Enquiry Ref. no. AA/CLD/2020-21/PUR/PMT/01 Date: 06.07.2020

PRICE FORMAT

		For Training Programme + Certification Exam Cost				GRAND TOTAL (including taxes)		
s. No.	Framework / Affliation	Programme Description	Unit Price (#)	Quantity (No. of Employees)	GST	Total Cost per employee	Total Cost for 100 employees	Training + Certification Cost
1	IPMA, International Project Management Association ; Project Management Institute (PMA)	Minimum 30 hours session (4- 5 Days) or as applicable to meet eligibility for appearing in respective certification test and Certification of the Trainined Participants		100	18%		-	

- Consolidated Price for Training Programme and Certification Exam is to be quoted for the bid.



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