

LETTER INVITING TENDER

TENDER NO: BHEL: FIN:AC: FinXBRL:2021-22 Dated 24-08-2022

Sub: Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for 2021-22 in XBRL mode, their certification and e-filing with MCA

To
M/s Webtel Electrosoft Pvt Ltd
110-114, 1St Floor,
Rattan, Jyoti Building,
18 Rajendra Place,
New Delhi-110008

Dear Sir/Madam,

Sealed tenders are invited in single part -bid system for the above work. A set of tender documents for the above projects is enclosed for submission of your most competitive offer as well as for the information asked for in the tender specifications latest by 1100 hrs on 02-09-2022.

The bid shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the 5th floor BHEL House, Siri Fort, New Delhi:

AGM/Finance (Books)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No. 66337461
e-mail: janmejay@bhel.in

Single part Bid shall be opened at 1130 hrs on 02-09-2022 in the presence of bidder wish to remain present at the given time and date.

BHEL reserves the right to accept or reject the bid without assigning any reason whatsoever.

In addition to conditions provided under the tender, the bidders are also to note the following:

1. All documents submitted by the Tenderer in his tender shall be duly signed by authorized signatory and accompanied with a covering letter giving index interlinking all the documents.
2. GST as per rules and Filing fee to MCA will be reimbursable as per actuals. No other charges, whatsoever, will be payable by BHEL.
3. Secrecy of BHEL information/documents to be ensured at all times.
4. Non-submission of any information may invite disqualification.
5. Unsolicited bid shall not be entertained.
6. The offer of the Bidder shall have to be kept valid for a period of three months from the date of opening of bid.
7. The bid along with all the documents as per tender should be submitted in a sealed envelope

The given envelope should be superscripted with “Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for 2021-22 in XBRL mode”.

On behalf of “Bharat Heavy Electricals Ltd.”


(Sumit Manchanda)
Dy. Manager(F/Books)

OVER VIEW OF BHEL

- Bharat Heavy Electricals Limited (BHEL) is largest engineering and manufacturing enterprises in India in the energy related/infrastructure sector.
- BHEL is a listed public sector company engaged in design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railway), Renewable Energy, Oil & Gas and Defence
- The company has manufacturing units, power sector regions, service centers and regional offices besides project sites spread all over India and abroad
- Most of the projects are turnkey projects and are covered under Ind AS-115 and completion of the projects takes from 18 months (captive power plants relating to Industries) to 60 months (Power utility projects).
- Revenue from Customers of the company was around Rs. 20,150 Crore in 2021-22.
- BHEL prepares Standalone and Consolidated Financial Statement as per requirement of Companies Act 2013 and other applicable statutes.

Scope of Work

Sl No.	Description of work
1)	Conversion of Audited Annual Accounts for the year 2021-22 prepared in accordance with the requirement of the Companies Act 2013 read with related rules i.e. Standalone Accounts and Consolidated Financial Statements of BHEL in XBRL mode i.e. Form No. AOC 4 XBRL for CFS & Standalone and any other document as per the norms/requirement of MCA.
2)	Vetting and certification of Standalone Accounts and Consolidated Financial Statements and other documents of BHEL in XBRL mode
3)	Filing of above XBRL document after certification with MCA well before the due date tentative 29.10.2022 for Standalone and CFS Annual Accounts.
4)	E-Filing fee to MCA will be reimbursable as per actual in addition to amount payable for the Service charges

Note:

1. Financial Statements (Balance Sheet, Statement of Profit & Loss & Notes to Financial Statements) will be provided by BHEL in Excel Format.
2. Auditors Report & Director Report will be provided by BHEL in Word formats.
3. All documents will be made available to your firm and the said work must be completed within 10 days of the handing over of documents by post/email by BHEL, subject to availability of XBRL tool and clarification by MCA.
4. The instance documents will have to be prepared by trained staff and a PDF file of the instance documents will be provided to BHEL after checking by experts of your firm. Service Provider will provide pdf file of final instance documents after the due verification along with the certificate of practicing cost accountant or chartered accountant or company secretary mentioning the membership no. of the signing partner and FRN of the firm and e-file the instance documents in appropriate form duly validated by MCA approved validation tools well before the due date as per applicable statute.
5. Payment shall be released as mentioned in Terms of Payments within 30 days after receipt of completed bill in all respect. While making the payment, statutory deductions as applicable, shall be made by BHEL. BHEL reserves the right to make the payment through e-mode. Bidders shall be required to furnish e-payment details as stated elsewhere in the tender document. No payment will be made in advance.
6. Applicable GST as per rule will be payable extra and is not included in above price. However; the applicable GST should be indicated in bid offer document. Evaluation of proposal will be done on quoted price excluding applicable GST.

7. No extra charges will be payable by BHEL on any other account.
8. You will provide a set of certified instance documents in XBRL to BHEL in PDF as well as in XML file.
9. BHEL reserve the right to award the work to any other Bidder in the manner it deems fit or to cancel the bid without assigning any reason.
10. The above schedule is tentative and may change.

For (Name of the firm/Company)

Name:

Designation:

Contact no.

Seal and Address of the firm/Company:

Annexure A

(Note: Certificate as below will be on letter head of concerned practicing CA, CS, CMA)

TO WHOMSOEVER IS MAY CONCERN

It is certified and confirmed to the best of our knowledge and belief that:

- the instance documents XBRL document(s) fairly present, in all material respects, the audited financial statements of M/s Bharat Heavy Electricals Limited for the Financial Year 2021-22, in accordance with the XBRL taxonomy as notified by the Government.

- the attached PDF files are the converted PDFs of the XBRL document(s) which are the XBRL converted copy(s) of the duly signed Balance Sheet and Statement of Profit and Loss and all other documents which are required to be annexed as required for standalone and CFS both.

- Form No. AOC 4 XBRL for CFS & Standalone and any other document as per the norms/requirement of MCA, e-filled, vide SRN No. dated....., by Bharat Heavy Electricals Limited with MCA.

For (Name of the firm.....)

Membership No.....

FRN/C P No.....

Terms and Conditions

1. This tender, shall be duly signed & stamped on each page and sent in a sealed cover. The tender shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the 5th floor of BHEL House, Siri Fort, New Delhi with adequate allowance for any delivery delays:

AGM/Finance (Books)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No. 66337461
e-mail: janmejay@bhel.in

The tenders received after the Due Date and Time of Submission are liable to be rejected.

2. Tenders shall be opened at the time and date as specified in the tender notice in the presence of bidder or his authorized representatives who may choose to be present.
3. The bidder shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting.
4. Tender must be submitted in single part.
5. The Bidder is required to quote for the complete scope of work. Tender for part of the work or incomplete in any respect is liable to be rejected.
6. Bidder must fill up all the rates/price and furnish all the required information as per the instructions given in various sections/annexure of the tender document, failing which tender is liable to be rejected.
7. All documents will be made available to the awardee of the contract and the said work must be completed within 10 days of handing over of documents by email/post by BHEL.
8. The instance documents will have to be prepared by trained staff and a PDF file of the instance documents will be provided to BHEL after checking by experts of the awardee of the contract.
9. The awardee will be required to provide a set of certified instance documents in XBRL to BHEL in PDF as well as in XML file.
10. (i) If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the

decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) above.

(iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

11. Subletting: The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization

12. All corrections and insertions shall be duly counter-signed by the authorized signatory of the bidder.

13. Documents to be submitted in the Single Part Bid:

(i) Original tender documents to be signed and returned as a token of acceptance of tender condition

(ii) Signed copy of price bid

(iii) GST registration certificate

(iv) No Deviation Statement

(v) The bidder shall submit the PAN and Bank details along with a cancelled cheque for NEFT/RTGS.

(vi) Authorization (Power of Attorney) in support of Signatory of the Tender.

(vii) Declaration Certificate

14. Validity of Offer:

The offer submitted by the bidder shall be kept valid for acceptance for a period of Three months from the date of opening of the bid. In case we call the bidder for negotiation, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the Bidder unless otherwise agreed upon.

15. Formation of Contract:

All the documents issued by BHEL as well as accepted by it up to the stage of Letter of Intent will form part of contract. Some of the examples are: Tender Document, Certificate, Deviation statement etc.

16. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder who resort to canvassing are liable to be rejected.

17. Price Bid Evaluation:

Price bid shall be evaluated considering the terms & conditions stipulated in the tender and Total quoted price including taxes.

18. Rights of BHEL: BHEL reserves to itself the following rights in respect of this proposal / contract without entitling the bidder to any compensation. In case, due to any of the reasons / causes mentioned below, BHEL decides to cancel the contract.

- a. If the bidder gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded.
- b. To short close/terminate the contract after due notice in the event of non-completion of work as per the time schedule given in the Tender.
- c. To get the work done through another firm at the risk and cost of the bidder in the event of non-performance of the work to the satisfaction of BHEL.
- d. If the entire work is not carried out under the directions and to the satisfaction of BHEL.
- e. The acceptance or non-acceptance of tender will entirely rest at the sole discretion of BHEL and does not bind BHEL to accept the tender and to reject the tender without assigning any reasons whatsoever. The decision of BHEL in this regard shall be final.

19. Arbitration

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL 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 New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 19 above, the Courts at New Delhi 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.

20. Liquidated Damages – Delay

Any delay in completion of the job as per scope of work, or part thereof will invite imposition of penalty @ 2% per week of delayed portion or part thereof subject to a maximum of 10% of the total price.

21. Risk Purchase

- a. BHEL at its option will be entitled to terminate the contract and get the job executed through another vendor at the risk and cost of the bidder either the whole of the goods or part thereof which the vendor has failed to deliver or commission or provide within the stipulated time as aforesaid or if the same are not available, with the best and the nearest available substitute thereof.
- b. The bidder shall be liable for any loss which BHEL may sustain by way of such risk purchases, in addition to penalty at the rate mentioned in Clause 20 above.
- c. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
- d. If the Service Provider fails to provide the required services as per the Contract within the period(s) fixed for rendering service, such delivery 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 Seller/Contractor 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 Seller/ Contractor (Service Provider) 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 purchaser 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 Seller/ Contractor '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 Seller/ Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / 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 Seller/ Contractor (Service Provider) and the Seller/ Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/ Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

22. Terms of Payment

- I. payment shall be 100% on BHEL's acceptance of entire work completion within 30 days after receipt of completed bill in all respects. No payment will be made in advance.
- II. While making the payment, statutory deductions as applicable, shall be made by BHEL.
- III. BHEL reserves the right to make the payment through e-mode. Bidders shall be required to furnish e-payment details as stated elsewhere in the tender document.

23. Law Governing the Contract and Court Jurisdiction

The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

24. Issue of Notice

a) Service of notice on contractor

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

b) Service of notice on BHEL

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

25. 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.
- b) The contractor has to submit their GST registration certificate.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d) 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 applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- e) Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned.

26. Security Deposit

You have to submit security deposit of 5% of contract award value in form of demand draft in favor of BHEL before start of work. The security deposit will be released only after successful completion of the contract. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part/whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation/insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

27. Delivery

Within 10 Days of Handing over of complete documents by post/ email by BHEL, subject to availability of XBRL tool and clarification by MCA.

TIME SCHEDULE AND TERMS OF PAYMENT:

Sl No.	Scope of Work	Target By (Date)	Terms of Payment
1	Conversion of Audited Annual Accounts for the year 2021-22 prepared in accordance with the requirement of the Companies Act 2013 read with related rules i.e. Standalone Accounts and Consolidated Financial Statements of BHEL in XBRL mode i.e. Form No. AOC 4 XBRL CFS & standalone and any other document as per the norms/requirement of MCA.	Within 10 Days of Handing over of documents by post/email. Subject to availability of XBRL tool and clarification by MCA.	100% on BHEL's acceptance of entire work completion.
2	Vetting and certification of Standalone Accounts and Consolidated Financial Statements and other documents of BHEL in XBRL mode		
3	E-Filing of above XBRL document after certification with MCA well before the due date tentative 29.10.2022 for Standalone and CFS Results.		

NO DEVIATION STATEMENT

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 & seal of authorized signatory)

(This is to be given on the letter head of the bidder)

DECLARATION CERTIFICATE

I/We, _____

hereby certify that all the information and data furnished by me/us with regard to this tender No. : BHEL:FIN:AC:FinXBRL:2021-22 Dated 24-08-2022 are true and complete to the best of my/our knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I/We, do hereby also declare that during the tenure of conversion of BHEL's Audited Accounts in XBRL, guideline issued by ICAI/Ministry of Company Affairs from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this tender from BHEL's view.

I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL.

I, further certify that I am the duly authorized representative of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

(Signature & seal of authorized signatory)

PRICE BID

Name of Job/ services: Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for 2021-22 in XBRL mode , their certification and e-filing with MCA

TENDER NO.: BHEL: FIN:AC: FinXBRL:2021-22 Dated 24-08-2022

		Unit	Quantity	Rate per Unit	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work'	Lump sum	1			
2	Applicable rate of GST in percentage (%)					
3.	Total Contract Price (including GST) (1)+(2)					

(Signature & seal of the contractor)