

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**

**BHARAT HEAVY ELECTRICALS LTD.**  
BHEL HOUSE, SIRI FORT, NEW DELHI-110049  
Tel: 011-66337448

## **TENDER DOCUMENT FOR**

Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for FY 2018-19 in XBRL mode, their certification and e-filing with MCA

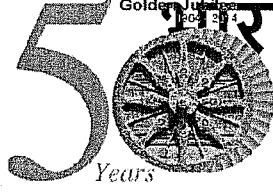
**NIT No. : BHEL: FIN:AC: FinXBRL:2019-20 Dated 16-08-2019**

**Last date for Submission: 06-09-2019 at 11.00 Hrs.**

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**BHARAT HEAVY ELECTRICALS LTD.**

**BHEL HOUSE, SIRI FORT, NEW DELHI-110049**

**Tel: 011-66337448**

**NOTICE INVITING OPEN TENDER**

Sealed tenders are invited in two parts bids for the following Job/ services in BHEL.

Name of Job/Services: Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for FY 2018-19 in XBRL mode, their certification and e-filing with MCA

**NIT No.** : BHEL: FIN:AC:FinXBRL:2019-20 Dated 16-08-2019

**Earnest Money Deposit** : Rs 500/-  
(EMD shall be converted into Security Deposit in case of Successful bidders).

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date and time for submission of sealed tender :** 11.00 hrs on 06-09-2019

**Date and Time of opening the tender :** 11.30 hrs on 06-09-2019

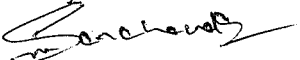
**Venue for opening of Tender :** BHEL House Siri Fort, New Delhi

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

Sr. Manager Finance (Books)  
BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE FINANCE  
5th FLOOR, CORPORATE OFFICE  
SIRI FORT, NEW DELHI- 110049.  
Phone No. 66337448  
e-mail: [amitgoel@bhel.in](mailto:amitgoel@bhel.in)

BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. 06-09-2019 at 11.30 hrs. Any clarification, if required, should be sought from the undersigned latest by 06-09-2019.

On behalf of "Bharat Heavy Electricals Ltd."

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

## LETTER INVITING TENDER

**TENDER NO:** BHEL:FIN:AC:FinXBRL:2019-20 Dated 16-08-2019

**Sub:** Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for FY 2018-19 in XBRL mode , their certification and e-filing with MCA

Dear Sir/madam,

Sealed tenders are invited in two part bid system where Part-I shall form the Techno-Commercial Bids for the above work and Part-II shall form the Price Bids for the above work. A set of tender documents for the above project is enclosed for submission of your most competitive offer as well as for the information asked for in the tender specifications latest by 11.00 hrs on 06-09-2019.

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

Sr. Manager Finance (Books)  
BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE FINANCE  
5th FLOOR, CORPORATE OFFICE  
SIRI FORT, NEW DELHI- 110049.  
Phone No. 66337448  
e-mail: [amitgoel@bhel.in](mailto:amitgoel@bhel.in)

Techno-Commercial Bids (Part-I) shall be opened at 11.30 hrs on 06-09-2019 in the presence of bidders who wish to remain present at the given time and date. After evaluation of the Techno-commercial bid, the Price bid will be opened with advance intimation to all techno-commercially successful bidders.

BHEL reserves the right to accept or reject any tender including lowest one, in part or full, 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 actual. 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 Price bid shall not be entertained.

6. In case any two provisions to the tender are considered to be contradictory, the same shall be got clarified before submission of Techno-Commercial bid. BHEL's decision in this respect will be final.
7. The offer of the Bidder shall have to be kept valid for a period of three months from the date of opening of Techno-Commercial Bid (Part-I)
8. EMD shall be converted into Security Deposit in case of successful bidder.

9. PROCESS OF EVALUATION OF OFFERS

- A) **Technical Qualification:** As a first step of evaluation process, Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. If required, clarification on technical aspect will be sought. It is suggested that the Senior level officer should be deputed at the time of technical bid opening.
- B) **Price Offer:** Sealed price bid of techno-commercial qualified bidders shall be opened on same date or any subsequent date with advance intimation to the techno-commercially successful bidders. Bidder quoting overall lowest price and adhering to tender stipulations in an unqualified manner shall be normally recognized as L-1. The lowest offer will be worked out on the basis of the total price (excluding GST).

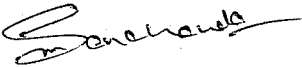
10. The bid should be submitted as given below:

**Envelope 1:** "TECHNO-COMMERCIAL BID along with all the documents as per tender"

**Envelope 2:** "PRICE BID"

The given above two envelopes to be put up in one sealed bid envelope and this should be superscripted with "Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for FY 2018-19 in XBRL mode, their certification and e-filing with MCA

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).
- The turnover of the company was around Rs.29349 Crore in 2018-19.
- BHEL prepares Standalone and Consolidated Financial Statement as per requirement of Companies Act 2013 and other applicable statutes.

## Scope of Work

SI No.	Description of work
1)	Conversion of Audited Annual Accounts for the year 2018-19 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 16.10.2019 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 2018-19, 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.....



### Pre-Qualifying Requirements (PQR)

The offer shall be considered only from Indian, Technically competent, experienced and Financially sound firms who meet the following pre-qualification requirements.

Sl. No.	Parameter/Criteria/ Requirement	Minimum Requirement	Documents required in support of the minimum requirement
1	The firm should have experience in conversion of Audited Annual Accounts in XBRL mode as per the norms/requirement of MCA including vetting and certification of Standalone Accounts and Consolidated Financial Statements and other documents in XBRL mode	At least 3 jobs of conversion of Audited Annual Accounts in XBRL mode including vetting and certification of Standalone Accounts and Consolidated Financial Statements and other documents in XBRL mode for different companies having turnover of more than Rs 1000 cr. Which include one job of PSU as per the norms/ requirement of MCA	a) Copy of job orders or Letter of engagements from the clients. b) Copy of satisfactory performance/completion of services from the clients.
2	The firm should have requisite infrastructure	The firm should have an office in Delhi/NCR	Address of offices along with the name, address and contract no. of the concerned official in the format enclosed ( Annexure-B )

**Annexure B****FIRM DETAILS**

Name of the Firm	
Address	
Name of the authorized Partner	
Telephone Nos.	
Fax No.	
Mobile No.	
Email Address	
Date of Establishment	
Web Site Address ( if any)	

Note: Details of other offices address may also be given in the same format.

(Signature & Seal of the Firm)

## **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 5<sup>th</sup> floor of BHEL House, Siri Fort, New Delhi with adequate allowance for any delivery delays:

Sr. Manager Finance (Books)  
BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE FINANCE  
5th FLOOR, CORPORATE OFFICE  
SIRI FORT, NEW DELHI- 110049.  
Phone No. 66337448  
e-mail: [amitgoel@bhel.in](mailto:amitgoel@bhel.in)

The tenders received after the Due Date and Time of Submission are liable to be rejected. At times courier deliver the tender to our Dak receiving section and there is a time lag before it reaches us. Bidders are advised to confirm before time due for opening that their offer has reached the officer inviting it or his nominee.

2. Tenders shall be opened at the time and date as specified in the tender notice in the presence of those bidders or their authorized representatives who may choose to be present.
3. The bidders shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. Only such clarifications that are issued after discussions on Techno-Commercial deviations and which affect the tender stipulations in a substantial manner will be made known to rest of the bidders before opening the bid through updation in our website ([www.bhel.com](http://www.bhel.com)) and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Bidders may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not.
4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part – I ‘Techno- commercial bid’ and Part-II ‘Price Bid’, and the NIT No. & due date on each of the envelope. These two separate envelopes shall together be kept in third envelope super scribed with name of Job/ services, NIT No. & due date of opening.
5. The Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
6. Bidders 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 Techno-Commercial Bid:
  - (i) Original tender documents to be signed and returned as a token of acceptance of tender condition.
  - (ii) Signed copy of un-priced 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) Documents required as per Pre-Qualifying Requirement (PQR).
  - (viii) 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 techno-commercial bid. In case we call the bidder for negotiations, such negotiations 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, Techno-Commercial /Price Bid, Certificate, Deviation statement etc.

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

17. Steps in the process of the tender by BHEL

17.1 Techno-Commercial Qualification: As a first step of evaluation process, Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. It is suggested that Sr. Executive may be present at the time of technical bid opening, so that clarifications if any required on the bid can be given.

17.2 The date and time of opening of price bids of techno-commercial acceptable bids shall be on the same date or subsequent date with advance intimation to the Techno-commercially successful bidders.

18. Price Bid Evaluation:

- i. Evaluation will be done on the basis of total quoted price (excluding GST)
- ii. Bidder quoting overall lowest and adhering to tender stipulations in an unqualified manner shall be recognized as L-1.

19. 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 lowest tender or any other tender and to reject any or all of the tenders without assigning any reasons whatsoever. The decision of BHEL in this regard shall be final.

20. 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 20 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.

21. Earnest Money Deposit (EMD): Rs 500/-

- a) Each bidder has to deposit EMD of Rs. 500/- (Rupees five hundred only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi.
- b) Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.
- c) EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
- d) Tender without requisite EMD will not be considered for further evaluation.

No interest shall be payable by BHEL on EMD amount. The EMD shall be forfeited in case of:

- I. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- II. Refusal to enter into a contract after the award of contract.
- III. If operations of the contract are not commenced from the date indicated in the award of contract.

The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier. The EMD of the successful bidder shall be converted into Security Deposit.

## 22. Security Deposit

- a) The successful bidder shall be required to furnish security deposit of 5% of contract award value before start of the work:
- b) Security deposit may be furnished in any one of the following forms:
  - i. Pay order / demand draft in favour of BHEL.
  - ii. Local cheques of schedule banks, subject to realization.
  - iii. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - iv. Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - v. Fixed deposit Receipt (FDR) issued by Schedule 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.
  - vi. 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 shall be collected before start of the work and balance 50% may be recovered from the running bills.
  - vii. EMD of the successful bidder shall be converted & adjusted against the security deposit.
  - viii. The Security Deposit shall not carry any interest.

Acceptance of Security Deposit against Sl.No. (iii) & (v) 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.

- c) The validity of Bank Guarantees towards Security Deposit shall be initially upto the 31-12-2019 + 3 months claim period and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- d) The security deposit will be released only after successful completion of the contract.
- e) 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.

## 23. Bank Guarantees

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- v) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vi) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the contracting Department.

#### 24. 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.

#### 25. 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 24 above.
- c. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited.
- 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.

#### 26. 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 respect.
- 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.

#### 27. Law Governing the Contract and Court of 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.

#### 28. 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.

## 29.Reverse Auction

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://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/ contractors (as available on [www.bhel.com](http://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/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

Information and General Terms and Conditions governing RA shall form part of the Tender. (Annexure-RA).

## 30. 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.

### 31. 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 2018-19 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.	Within 10 Days of Handing over of documents by post/email by BHEL. 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 16.10.2019 for Standalone and CFS Results.		

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

**NO DEVIATION STATEMENT**

(Pl. strikes off the clauses, which is not applicable and tick the other)

1. 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.

OR

2. THE FOLLOWING DEVIATIONS ARE BEING TAKEN

- a) Page no.....Para no.....
- b) Page no.....Para no.....
- c) Page no.....Para no.....
- d) Page no.....Para no.....

(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:2019-20 Dated 16-08-2019 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/We also give acceptance for participation in Reverse Auction, in case BHEL decides to go for the same.

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)



### UN-PRICE BID

**Name of Job/ services:** Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for 2018-19 in XBRL mode , their certification and e-filing with MCA

TENDER NO.: BHEL:FIN:AC:FinXBRL:2019-20 Dated 16-08-2019

		Unit	Quantity	Rate per Unit	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work'	Lump sum	1	Quoted ( Yes/No)	Quoted ( Yes/No)	Quoted ( Yes/No)
2	Applicable rate of GST in percentage (%)				Quoted ( Yes/No)	

Note : Pls. tick ( ✓ ) appropriate Yes/No

(Signature & seal of the contractor)

## ANNEXURE B

### PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at \_\_\_\_\_<sup>2</sup> (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs. ....<sup>4</sup> ( Rupees -----<sup>4</sup>) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>5</sup> (Rupees \_\_\_\_\_ only),

we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), , at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a



demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed .....<sup>5</sup>
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

<sup>1</sup> ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

<sup>2</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

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Notes:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

### Terms & Conditions of Reverse Auction

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/e-mail the Reverse Auction Process Compliance Form (annexure IV) provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, 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, Taxes for Services and loading factors (for noncompliance 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, (Annexure VII) 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.

### **CHECK LIST**

<b>Sl. NO.</b>	<b>Description /Item</b>	<b>Enclosed Yes/No</b>
1	Part "I" sealed in a separate envelope along with all the documents	Yes/No
2	Part "II" sealed in a separate envelope without any comments/deviations.	Yes/No
3	Signed copy of all the tender terms and conditions.	Yes/No
4	PAN and Bank details along with a cancelled cheque for NEFT/RTGS.	Yes/No
5	Authorisation (Power of Attorney) in support of Signatory of the Tender.	Yes/No
6	Signed and stamped Un-price bid format alongwith technical bid ( Part-I)	Yes/No
7	Copy of proof of GST registration No	Yes/No
8	No Deviation Certificate	Yes/No
9	Declaration Certificate	Yes/No
10	Documents as per Pre-Qualifying Requirements	Yes/No
11	EMD	Yes/No

**PART-II: 'PRICE BID'**

**Name of Job/ services:** Conversion of Annual Accounts (Standalone as well as CFS) of BHEL for 2018-19 in XBRL mode, their certification and e-filing with MCA

**TENDER NO.:** BHEL: FIN:AC:FinXBRL:2019-20 Dated 16-08-2019

		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 (%)					

**(Signature & seal of the contractor)**

Draft :

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- a. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
- b. All the required attachments have been completely and legibly attached to this form;
- c. It is understood that I shall be liable for action under section 448 of the Companies Act, 2013 for wrong certification, if any found at any stage.

Whether associate or fellow:

Membership number

Certificate of practice number: