

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LTD.
BHEL HOUSE, SIRI FORT, NEW DELHI-110049
Tel: 011-66337232, 26001102(Fax)

Dated: July 17, 2018

TENDER DOCUMENT FOR

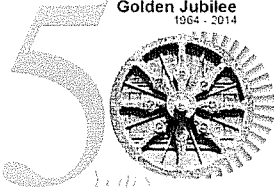
Engagement of consultant for Implementation of Ind AS 115

NIT No. : BHEL: Fin: AC: Fin Ind AS115:2018-19

Last date for Submission: 19.07.18 at 1500 Hrs.

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NOTICE INVITING TENDER

Sealed tender is invited in Single part bid for the following Job/ service in BHEL.

Engagement of consultant for implementation of Ind AS 115

NIT No. : BHEL: Fin: AC: Fin Ind AS115:2018-19

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of sealed tender : 1500 hrs on 19-07-2018

Date and Time of opening the tender : 1530 hrs on 19-07-2018

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 5th floor BHEL House, Siri Fort, New Delhi:

Sr. Manger/Finance (Books)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No.66337448, Fax: 26001102
e-mail: 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. 19-07-2018 at 1530 hrs.

On behalf of "Bharat Heavy Electricals Ltd."


(Amit Goel)
Sr.Manager(F/Books)

LETTER INVITING TENDER

TENDER NO: NIT No. : BHEL: Fin: AC: Fin Ind AS115:2018-19

Sub: Engagement of consultant for implementation of Ind AS 115

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 1500 hrs on 19-07-2018.

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 :

Sr. Manger/Finance (Books)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No.66337448, Fax: 26001102
e-mail: amitgoel@bhel.in

Single part Bid shall be opened at 1530 hrs on 19-07-2018 in the presence of bidder who 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. Secrecy of BHEL information/documents to be ensured at all time.
3. Non-submission of any information may invite disqualification.

4. Unsolicited bid shall not be entertained.
5. The offer of the Bidder shall have to be kept valid for a period of one month from the date of opening of Bid.
6. The bid along with all the documents as per tender should be submitted in a sealed envelope

The given envelope should be superscripted with “Engagement of consultant for implementation of Ind AS 115

On behalf of “Bharat Heavy Electricals Ltd.”



(Amit Goel)
Sr. Manager/Fin

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-11 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 is around Rs.27850 Crore in 2017-18.
- BHEL prepares Standalone and Consolidated Financial Statement as per requirement of Companies Act 2013 and other applicable statutes.

Scope of Work

Sl. No.	Description
1	Identification of differences between Ind AS 11 & Ind AS 18 with Ind AS 115
	<ul style="list-style-type: none">i. Identification of differences between the current accounting policies and practices of the Company w.r.t Ind AS 11 & Ind AS 18 and the requirements of notified Ind AS 115.ii. preparation of the approach paper on the changes required in the accounting policies and practices.
2.	Assist in preparing and vetting of :-
	<ul style="list-style-type: none">i. the guidelines on Ind AS 115.ii. the significant accounting policies.iii. presentation and disclosure requirements in financial statement and suggest all other changes to make it Ind AS 115 compliantiv. basis and methodology of cost incurred for determination of revenue recognition for construction contract and advice necessary changes for improvement <p>Consultant will provide all other related clarifications/guidance, inputs, presentation to management e.t.c, if any related to implementation of Ind AS 115.</p>

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:

Sr. Manger/Finance (Books)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No.66337448, Fax: 26001102
e-mail: amitgoel@bhel.in

The tender received after the Due Date and Time of Submission is liable to be rejected.

2. Tender shall be opened at the time and date as specified in the tender notice in the presence of bidder or their authorized representative who may choose to be present.
3. The bidders 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 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. (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.

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

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

10. Documents to be submitted in the Bid :

- (i) Original tender documents to be signed and returned as a token of acceptance of tender condition
- (ii) Signed copy of 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.

11. Validity of Offer:

The offer submitted by the bidder shall be kept valid for acceptance for a period of one month from the date of opening of 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.

12. 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.

13. 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.

14. 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.

15. 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 15 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.

16. 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.

17. 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 16 above.
- c. If any information/documents submitted by the Service Provider 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/Service Provider 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/Service Provider (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/Service Provider'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/Service Provider (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/Service Provider (Service Provider) and the Seller/Service Provider (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Service Provider (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Service Provider (Service Provider) shall on no account be entitled to any gain on such repurchases.

18. Terms of Payment

- I. 90% plus 100% taxes on work completion basis to the satisfaction of BHEL and balance 10% payment after 60 days of work completion
- 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.

19. Price Bid Evaluation:

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

20. 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.

21. Issue of Notice

a) Service of notice on Service Provider

Any notice to be given to the Service Provider 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 Service Provider's last known address of the principal place of business (or in the event of the Service Provider 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 Service Provider 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 Service Provider.

22. Taxes & Duties

a) To enable BHEL to avail GST Input tax credit, Service Provider shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law.

b) The service provider 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 service provider 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 service provider by BHEL.

e) Payment shall be made to service provider only after submission of GST compliant Tax invoice as mentioned.

**TIME SCHEDULE
AND TERMS OF PAYMENT:**

SI No.	Scope of Work	Target By (Date)	Terms of Payment
1	As per Tender Document	Work Completion by three months from the date of award of the contract	90% plus 100% taxes on work completion basis to the satisfaction of BHEL and balance 10% payment after 60 days of work completion.

NO DEVIATION STATEMENT

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.....

Deviations mentioned ay any place other than this statement shall be treated as NULL & VOID.

(Signature & seal of authorized signatory)

DECLARATION CERTIFICATE

I/We, _____

hereby certify that all the information and data furnished by me/us with regard to NIT No. : BHEL: Fin: AC: Fin Ind AS115:2018-19 dated July 17, 2018 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 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: Engagement of consultant for implementation of Ind AS 115

NIT No. : BHEL: Fin: AC: Fin Ind AS115:2018-19

S.No.	Particulars	Unit	Quantity	Rate per Unit	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' excluding Out of Pocket Expenses for Outstation visit*	Lump sum	1			
2	Applicable GST (Mentioning the applicable % also)					
3.	Total Contract Price (including GST) (1)+(2)					

*TA, DA on outstation visits from Delhi/NCR will be as applicable to BHEL Statutory Auditors.

(Signature & seal of the Service Provider)