

BHARAT HEAVY ELECTRICALS LTD.

BHEL HOUSE, SIRI FORT, NEW DELHI-110049

Tel: 011-66337448



TENDER DOCUMENT FOR

Engagement of consultant for Accounting Support and guidance

NIT No.: BHEL: FIN:AC: RTN:2019-20 Dated 14-10-2019

Last date for Submission: 24-10-2019 at 11.00 Hrs.

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BHARAT HEAVY ELECTRICALS LTD.

CORPORATE FINANCE

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BHARAT HEAVY ELECTRICALS LTD.

CORPORATE FINANCE

BHEL HOUSE, SIRI FORT, NEW DELHI-110049

Tel: 011-66337448

NOTICE INVITING OPEN TENDER

NIT No. : BHEL: FIN:AC: RTN:2019-20 Dated 14-10-2019
Name of Job/Services: Engagement of consultant for Accounting Support and guidance

Dear Sir/Madam,

1. Sealed tenders are invited in two part bid for the following Job/ services in BHEL.

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of sealed tender : 24-10-2019 at 11.00 Hrs.

Date and Time of opening the tender : 24-10-2019 at 11.30 Hrs.

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

2. 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, 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. 24-10-2019 at 11.30 Hrs. Any corrigendum addenda, amendments and clarifications to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com) and on e-procurement portal of GOI(<http://eprocure.gov.in/cppp/>) .Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, should be sought from the undersigned.

3. The prospective bidders who have downloaded the tender documents are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
4. Offers should be strictly in accordance with the Tender Specifications and Terms & Conditions enclosed herewith.

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5. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
6. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
7. Price to be filled strictly as per proforma given in the tender. Change in Pro-forma is not allowed.
8. No revision of prices will be entertained after tenders are opened.
9. Tender Enquiry No. & due date must be legibly super scribed on all the envelopes.
10. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidder's representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened, after Technical Bids of all the Tenderers which have been evaluated and frozen. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID. Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".
11. BHEL reserves the right to accept or reject any of the tender / all tenders with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
12. Integrity commitment, performance of the contract and punitive action thereof:

Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
13. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
14. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. Decision of BHEL shall be final and binding on the bidder.
15. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may also be sought from the principal employer.
16. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
17. In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Security Deposit.

On behalf of "Bharat Heavy Electricals Ltd."


(Amit Goel)

Sr. 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 Defense
- 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 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

Sl No.	Description of work
1)	Accounting support, clarifications, guidance and updation on accounting matters, latest notifications, amendments, pronouncements on Ind AS issued by Ministry of Corporate Affairs/Institute of Chartered Accountants of India, SEBI e.t.c. including presentations.

Note:

1. Payment shall be released as per Terms of Payments within 15 days of the receipt of submission of bill completed in all respects. While making the payment, statutory deductions as applicable, shall be made by BHEL. BHEL will 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.
2. Applicable GST as per rule will be payable extra. However, the applicable GST should be indicated in bid offer document. Evaluation of proposal will be done on quoted price excluding applicable GST.
3. No extra charges will be payable by BHEL on any other account.
4. 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.
5. The period of engagement shall be for a period of one year from the date of award of contract.

For (Name of the firm/Company)

Name:

Designation:

Contact no.

Seal and Address of the firm/Company:

Pre-Qualifying Requirements (PQR)

NIT No.

: BHEL: FIN:AC: RTN:2019-20 Dated 14-10-2019

Only those who are technically and financially capable to execute the assignment and who fulfil the Qualifying requirements [QR] given below are eligible to quote against the above NIT. Bidders should submit their offer in a sealed envelope as per the procedure specified in tender documents. The minimum QR of bidder for tender submission shall be as under.

Sl.	Parameter/Criteria/ Requirement	Minimum Requirement	Documents required in support of the minimum requirement
1	The firm shall have qualified professionals with expertise in Indian accounting standards (Ind AS) and practices	At least Seven Professionals with CA qualification. The professionals should have expertise in Ind AS fields.	a) List of seven professionals with CA qualification in the firm along with their Membership No., Joining date and Qualification. b) Details of special assignments undertaken by these professionals in the field of Ind AS implementation.
2	The firm should have the experience of implementation of Ind AS and Accounting retainership/support service.	At least 3 jobs of implementation of Ind AS in India in respect of different companies each having average annual turnover of at least Rs. 7500 crore in previous 3 years from the date of initiation of the Ind AS assignment. Out of this at least 1 job should be of Ind AS implementation in CPSU.	a) Copy of job orders or Letter of engagements as Consultant for implementation of Ind AS/ accounting support. b) Copy of satisfactory performance/completion of services from the clients. c) Audited P&L a/c in support of meeting Turnover Criteria
3	The firm should have good clientele of big industries including reputed Pvt. & PSUs.	The firm should have undertaken job of Audit of Annual Accounts of a listed Indian Company (whose avg. annual turnover is at least Rs. 7,500 crore in prev. 3 years from the date of tender)	List of Clients with Audited P&L a/c in support of meeting Turnover criteria.
4	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-A)
5	The name of firm/any partner of the firm should not have been involved in any scam or any disciplinary proceedings against them.		Declaration-I as per (Annexure B)

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Notes:

1. BHEL reserves the right to:
 - a. Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - b. May ask for further qualification during techno commercial scrutiny of bids received.
 - c. May ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
 - d. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - e. Decision of BHEL shall be final and binding on the bidder.
 - f. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.

2. The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ completion certificate issued by the entity along with technical bid in support of qualification.

**PROCEDURE FOR SUBMISSION OF SEALED BIDS AND
DOCUMENT TO BE ENCLOSED WITH THE OFFER**

The bidder must submit their bids as required in two parts in separate sealed covers prominently super scribed as Part-I, Technical Bid Part-II, Price bid and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry.

These two separate covers I and II (Part – I and Part-II) shall together be enclosed in third envelope (Cover-III) and this sealed cover shall be superscribed and submitted.

PART-I (TECHNICAL BID) COVER-I:

The following documents shall be kept in technical bid envelope:

- 1) Complete set of tender documents duly signed on each page including unpriced 'BOQ cum price schedule', as your acceptance of the tender conditions & NIT in toto.
- 2) Documents in support of the Pre-Qualification Requirements.
- 3) GST registration certificate
- 4) No Deviation Statement
- 5) Declaration certificate-1
- 6) Declaration for relation in BHEL
- 7) E-banking Mandate form as per enclosed format.
- 8) Authorization (Power of Attorney) in support of Signatory of the Tender
- 9) Any other documents mentioned in NIT

PART-II (PRICE BID) COVER – II:

Part 2 'Price bid' shall comprise of Price Bid Format (Annexure-I,), duly filled, as per the instructions in NIT. Rate / Price schedule only shall be given in this part-II "Price Bid" envelope.

Offers without the above documents are liable to be rejected as "Techno Commercially Non Complying Offers

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 of authorized signatory & Seal of the firm)

DECLARATION CERTIFICATE-I

To
Bharat Heavy Electricals Limited
BHEL House,
Siri Fort
New Delhi- 110049

Date:

Sub: NIT no. BHEL: FIN:AC: RTN:2019-20 dtd. 14-10-2019

Dear Sir,

We hereby confirm that we are not (only due to "poor performance" or "corrupt and fraudulent practices") banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BHEL or the Ministry of Heavy Industries and Public Enterprises.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of BHEL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BHEL by us.

Place:

Signature of Authorised Signatory

Name:

Designation:

Seal:

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Terms and Conditions

1. The tenders received after the Due Date and Time of Submission are liable to be rejected. 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 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. 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 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. 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.
5. 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.
6.
 - (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.

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

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

9. **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 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.

10. **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.

11. 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.

12. **Techno –Commercial Evaluation of Bids:**

- a. Bids will be evaluated in accordance with the given Pre-Qualifying criteria.
- b. Bids will be evaluated as received. BHEL may at its discretion, ask the bidder for a clarification of its bid
- c. Bids not confirming to technical specification/requirements (scope of work) as mentioned in TENDER will be rejected.
- d. Conditional bids will be liable for rejection.

13. **Price Bid Evaluation:**

Price bid shall be evaluated considering the terms & conditions stipulated in the tender. The price evaluation/award shall be done on item wise lowest (L-1) basis (excluding GST).

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, 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. Security Deposit

- a) The successful bidder shall be required to furnish security deposit of 5% of the contract value before start of the work.

- a) Security deposit may be furnished in any one of the following forms:
 - i. Pay order / demand draft/Electronic Fund Transfer 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 should be collected before start of the work and balance 50% may be recovered from the running bills.
- vii. 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.

- b) The validity of Bank Guarantees towards Security Deposit shall be initially upto the 24th October, 2020 + 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.
- c) The security deposit will be released only after successful completion of the contract.
- d) 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.

17. Bank Guarantees

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

- a. Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- b. The Bank Guarantees shall be as per prescribed formats.
- c. 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.

- d. 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.
- e. 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.
- f. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the contracting Department.

18. 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 (calculated proportionately on quarterly basis) subject to a maximum of 10% of the total contract price.

19. Risk Purchase:

- a. BHEL at its option will be entitled to terminate the contract and get the job executed through another service provider at the risk and cost of the bidder either the whole of the goods/services 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 18 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, if any, 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.

21. Terms of Payment

- I. As per terms of payment referred in the Time schedule and terms of payment i.e. 90% payment in 4 equal installments on quarterly basis and 10% on completion of total work on submission of all documents in all respects.
- II. While making the payment, statutory deductions as applicable, shall be made by BHEL.
- III. BHEL will make the payment through e-mode. Bidders shall be required to furnish e-payment details as stated elsewhere in the tender document.

22. 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.

23. 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.

24. 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. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- 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.
- f) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/non payment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the agency's bill.

25. CONFLICT OF INTEREST

- a. The service provider shall not engage in consulting or other activities that conflict with the interest of BHEL.
- b. Service provider have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of this assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the service provider or the termination of the contract.

26. Reverse Auction

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

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

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

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

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

27. Suspension of Business Dealings

Action is liable to be taken under BHEL "Guidelines for Suspension of Business Dealings with suppliers/contractors" in case service provider either fails to perform or are in default without any reasonable cause, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels e.tc.

SCOPE OF WORK

(Engaging consultant for accounting support and guidance for a period of 1 year from the date of award of contract)

ALONG WITH

TIME SCHEDULE AND TERMS OF PAYMENT

SI No.	Scope of Work	Target by	Terms of Payment
1	Accounting support, clarifications, guidance and updation on accounting matters, latest notifications, amendments, pronouncements on Ind AS issued by Ministry of Corporate Affairs/Institute of Chartered Accountants of India, SEBI e.t.c. including presentations.	As and when required but maximum within 30 days or mutual agreed time frame	90% payment in 4 equal installment on quarterly basis and 10% on completion of total work on submission of all documents in all respects

(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)

NIT no. **BHEL: FIN:AC: RTN:2019-20** dtd. **14-10-2019**

With reference to above, this is to confirm that we have gone through all terms & conditions of the NIT before submission of our offer and noted the job content etc

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

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.....

Along with cost of withdrawal of deviation (item-wise). In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be treated as NIL.

We confirm to have submitted offer strictly in accordance with tender instructions.

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:



CONFIDENTIALITY AGREEMENT
(To be signed on no-Judicial Stamp paper)

BETWEEN: M/s (Consultant)

AND

Bharat Heavy Electricals Limited (BHEL)

BHEL House,

Siri Fort, New Delhi-110049

WHEREAS, the execution of contract for has been awarded to Consultant by BHEL, vide Letter of Assignment No. Dated, as per terms & conditions stated in the Letter of Assignment (Contract).

WHEREAS, IN ADDITION TO THE TERMS AND CONDITIONS STATED IN THE CONTRACT, CONSULTANT AGREES TO CARRY OUT THE PREPARATION OF UNDER FOLLOWING CONDITIONS OF CONFIDENTIALITY AND NON DISCLOSURE:

1. BHEL may have to pass on documents/data/information/ electronic media etc. which is not in public domain related..... (name of Project) to Consultant in performance to the aforesaid job (Confidential Information).
2. Consultant will not disclose any Confidential Information (verbal or written)/data etc provided by BHEL & pertaining to the study to any other person/ agency/organization etc under any circumstances and will maintain strict confidentiality about the study and related data. Further the report submitted to BHEL will be the sole property of BHEL. The obligations of the confidentially agreement do not apply in case of the following:
 - a. Which is in or, through no fault of Consultant or its employees, comes into public domain
 - b. Which was in the possession of Consultant prior to disclosure hereunder and
 - c. Was not acquired directly from BHEL or
 - d. Which is furnished to Consultant rightfully by a third party who did not acquire it directly from BHEL
3. Consultant will return back to BHEL all documents/data/information/ electronic media etc pertaining to the study or otherwise in original after completion of the study & issue a certificate

stating that all documents/copies/information/data related to study have been, returned back to BHEL or Destroyed.

4. Consultant will safeguard all information pertaining to BHEL from theft or loss. Further Consultant would take same measures to protect the confidential information as in case of their own data.

5. If any study warrants disclosure of information pertaining to the study to any third party/agency by Consultant it shall be done so with the written permission of BHEL and after entering into tri-partite Confidentiality agreement with the third party.

6. The period of this agreement as per tender conditions will be applicable.

7. All information provided by BHEL to Consultant pertaining to the study shall be used solely for BHEL's interest for improving its productivity and shall in no way be used by Consultant for its own interest (Intellectual, Copyright, Licensing etc.).

8. Consultant would keep BHEL indemnified up to the total contract value, in case of breach of confidentiality by Consultant.

Signed & Delivered for & on

Signed & Delivered for & on

Behalf of Consultant

Behalf of BHEL

Date:

Date:

Place:

Place:

In presence of:

1.

1.

2.

2.



UN- PRICE BID

Name of Job/ services: Engagement of consultant for Accounting Support and guidance

TENDER NO.: BHEL: FIN:AC: RTN:2019-20 Dated 14-10-2019

S.No.	Particulars	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' mentioned at S.no.1	Quoted (Yes/No)	Quoted (Yes/No)
2	Applicable rate of GST in percentage (%)		Quoted (Yes/No)

Note:

1. The price evaluation/award shall be done on item wise lowest (L-1) basis (excluding GST).
2. TA, DA on outstation visits from Delhi/NCR will be as applicable to BHEL Statutory Auditors.
3. No out of pocket expenses are payable for local visits in Delhi/NCR.

(Signature of authorized signatory & seal of the Firm)

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO. Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.------(Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the

A

contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder. It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.---- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi only. The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)
Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)

DATED:
SEAL

Notes :1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.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

PRICE BID

Name of Job/ services: Engagement of consultant for Accounting Support and guidance

TENDER NO.: BHEL: FIN:AC: RTN:2019-20 **Dated** 14-10-2019

S.No.	Particulars	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' mentioned at S.no.1		
2	Applicable rate of GST in percentage (%)		

Note:

1. The price evaluation/award shall be done on item wise lowest (L-1) basis (excluding GST).
2. TA, DA on outstation visits from Delhi/NCR will be as applicable to BHEL Statutory Auditors.
3. No out of pocket expenses are payable for local visits in Delhi/NCR.

(Signature of authorized signatory & seal of the Firm)

E-Banking Mandate Form
(To be issued on service provider letter head)

1. Vendor Name:
2. Vendor Address:
3. Vendor/customer e-mail id:
4. Particulars of bank account
 - a. Name of Bank
 - b. Name of branch
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.)
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch
 - i. NEFT IFSC code of the bank branch
 - j. 9 digit MICR code

I/We hereby authorize Bharat Heavy Electricals Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

(Signature of service provider)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

A

Proforma of Letter of Authority for Signing the Documents

Date:

Bharat Heavy Electricals Limited
BHEL House,
Siri Fort,
New Delhi- 110049

Sub: NIT. FIN:AC: RTN:2019-20 Dated 14-10-2019

Dear Sirs,

We.....do hereby confirm that Mr/Ms.
.....(name and address) _____ is/are
authorized to represent us for Pre-Bid meeting/bid opening and signing of the Agreement on our behalf
with you against your above cited tender for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature
Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

NIT. FIN:AC: RTN:2019-20 Dated 14-10-2019

Date:

To,
BHARAT HEAVY ELECTRICALS LIMITED,
BHEL HOUSE, SIRI FORT,
NEW DELHI – 110049.

Dear Sir,

Sub : Declaration for relation in BHEL

I/We hereby submit the following information pertaining to relation/relatives of Proprietor / Partner(s) / Director(s) employed in BHEL

Tick (√) any one as applicable:

1.The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2.The Proprietor, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

- (i)
- (ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder.

