



BHARAT HEAVY ELECTRICALS LIMITED (BHEL)

(A Govt. of India Undertaking)

Regd. Office: BHEL House, Siri Fort, New Delhi-110049

Tender Document

For

**Engagement of Professional Consultant for
Implementation of GST in BHEL**

Tender No: AA/Fin/GST/2016-17

Date & Time of Submission of Bids-

On or Before 21st December 2016 at 14.30 Hrs

Pre-bid meeting-

On 12th December 2016 at 14.30 hrs

Venue : BHEL House, Siri Fort, New Delhi – 110 049





BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
Regd. Office: BHEL House, Siri Fort, New Delhi-110049
Ph.: 011-66337282, Fax:011-26001143,
e.mail:deepakbirla@bhel.in Web:www.bhel.com

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

1.0 Sealed tenders are invited for "Engagement of Professional consultant for implementation of GST in BHEL". Kindly read full tender document including its terms & conditions, annexures and formats thoroughly. Tendering schedule is as below:

Schedule of Tender	Date & Time	Remarks
Submission of Tender (PART-I & II)	On or before 21.12.2016 at 14.30 Hrs.	Bid to be dropped in 'Tender Box' placed at reception of the main Administrative Block of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
Opening of Techno-commercial Bid (PART-I)	On 21.12.2016 at 15.00 Hrs.	Place of opening of Techno Commercial Bids BHEL House, Siri Fort, New Delhi Pin - 110049
Opening of Price-Bid (PART-II) or Reverse Auction with Techno-commercially accepted bidders	Shall be informed later to all the Techno-commercial qualified bidders	Place of opening of Price Bids BHEL House, Siri Fort, New Delhi Pin - 110049

Bidders may download the tender documents from the web-site of BHEL at www.bhel.com or on the CPP portal at <https://eprocure.gov.in/cppp/> and use the documents for submission of tender.

All updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, changes, Errata, Modifications, Revisions, etc. to



Tender Specifications / conditions will be hosted on web-site only and not in the newspapers. Bidders should regularly visit web-sites to keep themselves updated with all such information.

Your best offer for the above requirement, in line with our terms and conditions, should either be delivered in-person or sent by Courier / Registered Post / Speed Post to the official inviting tender at address mentioned at Point no 2.6 below. It shall be the responsibility of the bidder to ensure that the offer is complete in all respects and delivered on or **before the due date i.e. by 14.30 Hrs. on 21.12.2016.**

BHEL will not take any responsibility for delay / loss of documents or correspondence sent by in-person / courier / post.

2.0 SUBMISSION OF BIDS

2.1.Tenders should be filled in English only. All the pages of tender document duly filled-in including all Annexures /supporting documents should be signed and stamped by the authorized signatory of the bidder as acceptance of all the terms and conditions of tender. Bidders not complying with the above shall invite disqualification.

2.2Bids should be submitted in ordered / indexed / numbered form. Additional documents, if found any, shall not be considered for evaluation purpose.

2.3Offers should be kept in**Two separate sealed envelopes**. The envelopes should contain information as per following:

First envelope	PART-I: Techno-commercial Bid (along with annexures, exhibits & Blank Price Bid Copy (un-priced) duly signed & stamped
Second envelope	PART-II Price-Bid

2.4Both the respective envelopes should be marked as PART-I & PART-II indicating Tender Enquiry No., bid subject, bid submission & opening date, name of the bidder. In **Part-II (PRICE BID)**, rates shall **be quoted both in words and figures**.

2.5Both the envelopes containing Techno Commercial Bid & Price Bid shall be kept in one sealed envelope and this envelope should be superscripted with "**Engagement of Professional consultant for implementation of GST in BHEL**" along with name of the Bidder.

2.6The Bids shall be dropped in '**Tender Box**' placed at reception of the main Administrative Block of Corporate Office, BHEL House, Siri Fort, New Delhi-110049 latest by due date i.e. by **14.30 Hrs. on 21.12.2016.**



2.7 PRE-BID MEETING- A pre-bid meeting shall be held on **12th December 2016 2.30 P.M** at BHEL House, Siri Fort New Delhi 110049. All the bidders are requested to attend the pre-bid meeting so that issues if any, related to the NIT are deliberated. To have a meaningful deliberation, the bidders are requested to submit clarifications, if any required by bidder, w.r.t. scope of work, terms & conditions, in writing delivered by hand or by fax or through email so as to reach at the address given on or before **12th December 2016, 10.00 A.M.** In case required, **clarifications shall be issued by BHEL latest by 14th December 2016 which will be hosted on BHEL website.**

The official address for correspondence:

Shri Deepak Birla
Sr. Accounts Officer (Fin)
Vth floor, Corporate Office,
BHEL House, Siri Fort,
New Delhi – 110 049
E. Mail : deepakbirla@bhel.in
Phone No. : 011-66337282
Fax No. : 011-26001143

2.8 Kindly ensure the timely submission of your offer. Tenders / offers received after the specified time of their 'Submission' are treated as Late tenders and shall not be considered under any circumstances.

3.0 OPENING OF BIDS

3.1 The Techno Commercial Bid (PART-I) shall be opened on the same day of bid submission i.e. on **21.12.2016 at 15.00 Hrs.** in the presence of authorized representatives of the bidders, who may like to be present. The Techno Commercial Bid (PART-I) shall be opened in the Corporate Office, BHEL House, Siri Fort, New Delhi 110049.

3.2 Price Bids (Part II) shall be opened (in the case reverse auction not conducted by BHEL) only for techno-commercially qualified bidders & intimation for price bid opening shall be sent later to such techno-commercially qualified bidders only. Price-Bid (PART-II) of the Techno-commercial acceptable bidders shall be opened in the presence of authorized representatives of the bidders, who may like to be present.

4.0 PART-II: PRICE BID

4.1 Part-II shall contain **Prices only** as per Price bid Format and should not contain any technical details and / or Commercial Terms & Conditions. Any



technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

- 4.2 The bidder should submit their best price at this stage itself and they will not be allowed to revise the price. Any unsolicited revision / discount given by bidder subsequently will be ignored.
- 4.3 Tender should be **free from correction and erasures**. Corrections, if any, must be attested. All **amounts shall be indicated both in words as well as in figures**. The following may be noted:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the BHEL 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 shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) 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 (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder and bidder shall send his acceptance on the above lines and If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

5.0 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) (guidelines available on www.bhel.com) instead of opening the sealed envelope Price-Bid (PART-II), submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

- 6.0 The offers of the bidders who are banned / De-Listed/ Under Hold by BHEL and also the offers of the bidders, who engage the services of the firms which are banned / De-Listed/ Under Hold by BHEL, shall be rejected. The list of banned firms is available on BHEL website; www.bhel.com

- 7.0 Following documents are enclosed with the tender enquiry:

7.1 Techno-Commercial Bid (Part I)

7.2 Annexures to Techno-Commercial Bid (Part I)



Annexure A	No Deviation Certificate
Annexure B	General Declaration Certificate
Annexure C	Declaration on Non-Disclosure
Annexure D	NEFT Details
Annexure E	Format of Bank Guarantee for Security Deposit
Annexure F	List of Banks for BG submission
Exhibit –I	Firm Details
Exhibit –II	Work Experience of Bidder
Exhibit – III	Details of Offices of Bidder
Exhibit – IV	Details of composition of qualified professionals

7.3 Price Bid (Part II)



CHECK LIST

S.No.	Description /Item	Enclosed Yes/No
1.	Part "I" (Techno-Commercial Bid) sealed in a separate envelope along with all the documents.	Yes/No
2.	Part "II" (Price Bid) sealed in a separate envelope without any comments/conditions / deviations.	Yes/No
3.	Signed copy of all the tender terms and conditions.	Yes/No
4.	Signed and stamped Un- price bid formats along with technical bid (Part-I).	Yes/No
5.	Copy of proof of Service Tax registration	Yes/No
6.	PAN details	Yes/No
7.	No Deviation Certificate (Annexure-A).	Yes/No
8.	General Declaration certificate (Annexure-B).	Yes/No
9.	Declaration on Non-Disclosure (Annexure –C)	Yes/No
10.	NEFT Details (Annexure –D)	Yes/No
11.	Format of Bank Guarantee for Security Deposit(Annexure –E)	Yes/No
12.	List of Banks for BG submission(Annexure –F)	Yes/No
13.	Firm Details (Exhibit I)	Yes/No
14.	Work Experience of Bidder (Exhibit II)	Yes/No
15.	Details of Office of Bidder (Exhibit III)	Yes/No
16.	Details of Composition of qualified professionals (Exhibit IV)	Yes/No
17.	Authorization (Power of Attorney) in support of Signatory of the Tender.	Yes/No
18.	Copy of Annual Reports including auditor's report for last three years	Yes/No



PART-I :: TECHNO-COMMERCIAL BID

M/s. Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 (hereinafter called "BHEL") invites offers for "Engagement of Professional consultant for implementation of GST in BHEL" as per 'Terms & Conditions' and 'Scope of Work' of this tender document.

1.0 Background of BHEL

- 1.1 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.
- 1.2 BHEL has 17 manufacturing Units located in places all over the country (for e.g. Haridwar, Jhansi, Bhopal, Hyderabad, Bangalore, Ranipet, Trichy, Goindwal, Rudrapur and Jagdishpur). All the manufacturing Units of BHEL are separately registered as Manufacturers under Central Excise Act, 1944, Service providers under the Finance Act, 1994 as well as under CST Act & State VAT Law of concerned State.
- 1.3 Along with the manufacturing Units, BHEL also has four Power Sector Regions also located at Kolkata, Nagpur, Chennai, Noida. Apart from this, BHEL has divisions namely Transmission Business group (TBG) at Noida and Industrial System Group (ISG) at Bangalore. Power Sector Regions and aforesaid division are mainly engaged in the activities of Site Construction, Erection, Installation and Commissioning of the project & also supply of BOP's. Power Sector Region, TBG and ISG have sites located across almost all States of India and for such sites Power Sector Region/TBG/ ISG have taken Centralised registration at their HQ as 'Service Providers' under the Finance Act, 1994 and in CST Act & State VAT Laws of concerned State.
- 1.4 BHEL has other offices viz. Corporate Office/International Operation Division (IOD) at New Delhi/Power Sector HQ-Noida/ R&D Hyderabad / Regional Office Division (RODs) offices, which are purely, cost centre and receives input services. Regional Offices (ROD) are located in 15 cities, covering all major states of the country, including Mumbai, Chennai etc. RODs functions include direct contact with customers and government agencies, marketing of electricity transmission and distribution products, marketing support for non-conventional energy sources systems, material management for import & export activities, cash collection support to Units. These offices /Units are registered as Input Service Distributor (ISD) under Finance Act 1994 and distribute Input service tax credit to manufacturing Units/Region/TBG/ISG.
- 1.5 Most of the projects executed by BHEL are turnkey projects and completion of the projects takes from 18 months (captive power plants relating to Industries)



to 36 months (Power utility projects). In executing a project, major portion of the equipments are manufactured at BHEL's manufacturing Units where as some components {like Cables, Control Panels, Fan couplings, Mineral Wool, etc. commonly known as Bought out Items (BOI)} and Systems {like Effluent treatment plant, Air conditioning plant, Pre-treatment plant, Cooling tower etc. commonly known as Balance of Plant (BOP)} are purchased from vendors. The BOIs & BOP's are directly delivered at customer's site, whereas the vendors also undertake the service portion (erection and commissioning) of the BOPs.

1.6 BHEL has one subsidiary company and Joint Ventures also. However, these are **not** to be considered for the scope of work given in the tender.

2.0 Information required from the Bidders

The following information/data shall be provided in the "Techno Commercial Bid" by the bidders:

- 2.1 All the pages of the Tender document including annexures, duly signed and stamped by the authorized signatory of the bidder and returned as a token of acceptance of all the tender conditions of tender.
- 2.2 No Deviation Certificate (**as per Annexure A**)-In case of any deviation with the terms and conditions and Scope of work of the tender document, the bid shall be liable for rejection.
- 2.3 General Declaration Certificate as per **Annexure B**.
- 2.4 Declaration on Non- Disclosure as per **Annexure C**
- 2.5 Service tax registration certificate
- 2.6 PAN details
- 2.7 NEFT details for e-payment of consultancy fee as per **Annexure D**
- 2.8 Format of Bank Guarantee for Security Deposit as per **Annexure –E**
- 2.9 List of Banks for BG submission as per **Annexure –F**
- 2.10 Authorization (Power of Attorney) in support of Signatory of the Tender.
- 2.11 Firm Details as per **Exhibit I**
- 2.12 Relevant Work Experience of Bidder along-with supporting document as per **Exhibit II**
- 2.13 Detail of offices of Bidder as per **Exhibit III**
- 2.14 Details of Composition of Qualified Professionals as per **Exhibit IV**
- 2.15 Copy of Annual Reports including auditor reports for the last three financial years i.e. 2013-14, 2014-15 & 2015-16.
- 2.16 Signed and stamped up-priced price bid format.



Terms and Conditions

3.0 Definitions

Unless the context otherwise requires, the following terms whenever used in this document shall have the following meanings:

- (a) "Applicable Law" shall mean the Indian Law both substantive and procedural.
- (b) "Bidder" means the person(s), firm, company or organization who is under the process of being contracted by Owner for delivery of service. The word is considered synonymous to Consultant.
- (c) "Consultant" means the successful Bidder that may provide or provides the Services to the Owner under the Contract.
- (d) "Contract Value" means the price in Indian rupees for the performance of the Services for the complete Scope of Work as per Tender document.
- (e) "Implementation of GST in India" means implementation of GST in all the States and Union Territories of India.
- (f) "Services" means the work to be performed by the successful bidders pursuant to this Contract, as described in the detailed Scope of work.
- (g) "Owner" means Bharat Heavy Electricals Limited, BHEL House, Siri Fort New Delhi – 110 049



4.0 Scope of Work and deliverables

<u>Sl No</u>	<u>Scope of work</u>	<u>Timeline and Deliverables</u>
1.	<u>GST Implementation Assistance:</u> The consultant shall provide necessary assistance to BHEL for smooth GST Implementation in BHEL Units/Regions/Division/Sites/Offices and advise on all related aspects including but not limited to the following: 1. Registration(s) requirements for BHEL Units/Regions/Divisions/Sites/office s under GST regime. 2. Requirements of Statutory compliance including maintenance of records, filing of returns etc. under IGST, CGST and all States SGST Laws, Rules, Notifications, Circulars, etc. 3. Study of Indirect tax compliance mechanism of BHEL and suggest suitable changes required under GST regime for minimizing the tax burden, effective utilization of available credits and suggestion for review mechanism for availment of all eligible input tax credits and utilisation under GST. 4. Advise on the changes required in IT Program/software system from Indirect tax perspective. However, the changes required to be done in IT system shall be carried out by BHEL IT team. Two days workshop (for action required in changes in IT system from GST perspective) for BHEL's IT & Finance or any other department shall be organized by consultant at BHEL Office. The location of Office shall be decided by BHEL at a later date.	A. A detailed draft report (based on CGST, IGST and SGST Acts/rules etc.) covering all aspect related to GST implementation with specific focus on BHEL issues including but not limited to action points on transitional provisions, Tax positions on BHEL transactions, classification of BHEL products, valuation, Tax incidence on alternative contract structures, input tax credit availment eligibility & utilization, applicable tax rates and exemptions/ other benefits on BHEL supplies, clauses related to GST required to be incorporated in Purchase Order/Work Order for protecting BHEL's interest etc. i. Draft Report on implementation of IGST & CGST shall be submitted within 30 days of award of the work or within 30 days of passing of CGST & IGST Act by the Parliament whichever is later. ii. Draft Report on implementation of SGST Act of all States shall be submitted within 30 days of award of the work or within 30 days of passing of SGST Act by concerned States whichever is later B. Based on discussion with BHEL, the consultant shall submit the Final Report by



	5. To study the existing structure of Sales (15-20 No). and purchase contracts of BHEL (15-20 Nos) and suggest changes if any, required in contract clauses in GST regime and also suggest changes required in structure of contracts (Sale, purchase and services etc.) including clauses for indirect taxes in such contracts in GST regime so as to optimize the tax incidence on operations of BHEL. Further Broad outline of tax aspects of various alternate options of contract structures shall also be provided. 6. Outlining the tax aspects of key transactions of BHEL including valuation, classification, place of supply thereof. 7. To suggest migration plan before enactment of GST Law, for smooth transition from pre GST regime to GST regime including the action points for CENVAT/VAT credits, raising of invoices, reverse charge cases, refunds etc. 8. Reply to the issues/queries raised by BHEL Units/Regions/Divisions/Sites/Office s. 9. Any other point/aspect which is considered relevant and important in the view of consultant.	incorporating the unaddressed issues /necessary changes if any for final acceptance by BHEL. The above reports shall be provided in soft and Hard copies. C. Subsequent to submission of final reports, any notifications/changes made in Law/clarifications issued by the Government having impact on BHEL operations, shall be informed by consultant to BHEL along with suggestive action required to be taken by BHEL, during the contract validity period. Further, in line with changes in Law, the consultant will also update the final reports of IGST, CGST & SGST. D. Report on inputs required for modification/changes in IT system shall be submitted. Further the workshop for BHEL IT's and Finance/other official shall be conducted at a mutually decided date by BHEL and consultant. The above will be in addition to the regular advice/support to be given by consultant during implementation phase.
2	<u>Identification of issues to be represented to Government</u> The consultant to suggest areas of concern where the issue is required to be represented to Government for changes in GST Law/rules etc. in the interest of BHEL. The major areas illustratively are: i.) For protection of loss of credits of	A. Identification of the area/issue on its own or on BHEL request, on which representation is required to be done by the consultant. B. The representation would be prepared and submitted by the consultant within 7 days of communication by BHEL in this



	taxes paid on inputs, input services and capital goods so that BHEL is not in disadvantageous position vis-à-vis its current position/other competitors (domestic or Foreign players). ii.) For avoidance of undue procedural/compliance related difficulties & enabling ease of business. iii.) Issues arising out of or connected to transitionary provisions including ongoing litigations, assessments etc. iv.) Advising BHEL on any other matter considered important & significant in view of consultant.	regard. C. Arranging/Attending meeting with appropriate Government Authorities, if required.
3	<u>Preparing Guidelines on Major Issues</u> The consultant to prepare guideline, from BHEL perspective, on major issues of compliances under GST, availment of Input tax credit, Returns, Refund, Exemptions, Principle to determine Inter or Intra State Supplies, Sales purchase contract formulation, etc.	Guidelines on Major issues along with a FAQ based report duly incorporating the queries/issues raised by BHEL will be submitted by the consultant within 15 days of acceptance of Final reports as mentioned in Sl. No 1 above. The above guidelines will also be updated depending upon subsequent changes made in law, during the contract validity period.
4.	<u>Presentation to Management</u> The consultant to give presentations to the Senior Management/Board of Directors of BHEL highlighting the important changes on various activities/operations of company due to GST and suggesting strategies for optimizing the tax incidence.	Presentation to Management/Board as and when required by BHEL.
5	<u>Training to BHEL employees</u> i) The training will cover comprehensive training on GST implementation to the employees (spanning various functions such as Finance, Marketing, Procurement, IT) of BHEL with special focus on Company specific issues. It will also include intensive training to Indirect tax core team members. ii) Eight workshops of 3 days each (Two days for Finance and one	A. The training shall be imparted by the team leader or under the supervision of team leader appointed by the consultant. B. The date of workshops to be decided mutually between the consultant and BHEL. However, these shall be completed before the date of implementation of GST in India. C. Training material/brochures to each participant during



	day for other functions) will be conducted by the consultant at BHEL Units/Regions/Divisions/offices located at different States, as decided by BHEL. Apart from CGST& IGST law, SGST law of the relevant State shall be analysed in the workshop. However, the number of workshops and 3 days considered per workshop is tentative.	training/workshop and a soft copy of the same will also be provided by the consultant.
6	<u>Post GST implementation Assistance</u> Post GST implementation, the consultant shall provide all necessary support including advising on the issues/queries raised by BHEL Units/Regions/Divisions/Offices (Issues/queries shall be routed through Corporate Indirect Tax Cell of BHEL), discussion with customers wherever required, suggesting remedial action wherever found necessary, up to the period of due date of filing of first Annual Return in GST Regime.	The consultant shall provide adequate handholding to BHEL to address the issues arising post GST implementation up to the period of due date of filing of first Annual Return in GST Regime. The issues/queries raised by BHEL shall be replied by the consultant within 7 days of date of raising the issue/query or any earlier date link to Statutory compliance ,if any, whichever is earlier. Deliverable would include opinions shared on email/ Hard copy, Impact and action point for BHEL on account of changes made in law post GST implementation, meeting with customer wherever required at mutually agreed date etc.

Note 1 : All jobs/work and any other items specifically not mentioned above but which are usual & necessary and functional requirement shall be deemed to be included in the Scope of Work, and for such work no extra claim shall be entertained.

*Note 2:- BHEL has one subsidiary company and Joint Ventures also. However, these are **not** to be considered for the scope of work given above.*



5.0 PRE QUALIFYING CRITERIA:

The Bidder must qualify the following pre-qualification requirements:

SI No	Description	Criteria	Supporting documents to be submitted by bidder for Pre-qualification
1	Experience	a) During last five financial Years i.e. 2011-12 to 2015-16, Bidder should have completed minimum 10 (Ten) number of Indirect Tax (Excise/Service Tax/VAT/CST/ Entry Tax) assignments, including Consultancy, Health check (System study work), of Indirect tax in India and minimum of two such work-orders should be from an entity engaged in manufacturing of Capital goods (Capital goods as defined in chapter 84 & 85 of Central Excise Tariff Act) And Out of 10 works orders at least 4 work orders should be from different entities having turnover equal to or more than Rs. 7500 crores during the year of award of such work-orders. The work related to regular compliances such as assessment and return filing	1. Details to be furnished as per Exhibit II. 2. Copy of award of Work and documentary evidence in support of successful completion of assignment. 3. Copy of Audited Financial Statement or annual reports or certificate of turnover from Statutory Auditor of the clients in support of turnover equal to or more than Rs.7500 Crs. during the year of award of work 4. List of Clients for which Indirect Tax assignments undertaken in last five years.



		would not be considered as eligible work experience.	
2	Office in Delhi/NCR	Bidder should have at least one functional office in the Delhi NCR region.	1. Details of Offices to be furnished as per Exhibit III. 2. Copy of document to establish that office premise is either on ownership or rent basis. 3. BHEL reserves the right for surprise visit for verification of "functional Office" in any day between 10 AM to 4.00 Pm during Monday to Friday excluding National Holidays.
3	Composition of Professionals	As on bid due date, Bidder should have minimum 15(Fifteen) number of qualified professionals on its rolls {including partner (s)} having minimum 10 (Ten) year of post Qualification experience in the area of Indirect Tax (Central Excise, Sales Tax/VAT, Service Tax/Entry Tax) in India with at least any one of the qualification-CA/CMA/LLB. and Out of 15 numbers of qualified professionals stated above, at	Details to be furnished as per Exhibit-IV



		least 5 (Five) number of qualified professionals should have minimum post qualification experience of 15 (Fifteen) years in the area of Indirect Tax (Central Excise, Sales Tax/VAT, Service Tax/Entry Tax) in India.	
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BHEL reserves the right to verify information submitted by the bidder. In case the information is found false/incorrect, the offer shall be rejected and shall also be liable for other action as per Company policy.

6.0 SECURITY DEPOSIT (SD)

- a) The successful bidder shall be required to furnish security deposit before start of the work but not later than 7 days of acceptance of award of work. The total amount of Security Deposit will be 5% of the contract value.
- b) Security deposit may be furnished in any one of the following forms:
 - i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - ii. Bank Guarantee from any of the bank as listed in Annexure F. The Bank Guarantee shall be strictly as per format enclosed as Annexure E.
 - iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Consultant, a/c BHEL)
 - iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Consultant furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- c) The Security Deposit shall not carry any interest.
- d) Security Deposit shall be released to the Consultant upon fulfilment of contractual obligations as per terms of the contract.
- e) Acceptance of Security Deposit against Sl.No. 6(b) of (iii) & (iv) 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.

f) Bank Guarantee

Wherever Bank Guarantees are to be furnished/submitted by the consultant, the following shall be complied with

- i.) Bank Guarantees shall be from any of the bank as listed in **Annexure F**.
- ii.) The Bank Guarantee shall be strictly as per format enclosed as annexure E on the appropriate non judicial stamp paper.
- iii.) The validity of Bank Guarantee towards Security Deposit shall be initially upto the 31-12-2018 + 3 months claim period and the same shall be kept



valid by proper renewal till the acceptance of Final Bills of the Consultant, by BHEL

- iv.) 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.
- v.) 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.
- vi.) 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.
- vii.) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the address mentioned below:

Shri Deepak Birla
Sr. Accounts Officer (Fin)
Vth floor, Corporate Office,
BHEL House, Siri Fort,
New Delhi – 110 049

- g) 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 consultant 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 consultant for losses suffered by BHEL due to failures on the part of the consultant, due to termination of contract or consultant 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 consultant.

7.0 Price Bid

- 7.1 Price Bids shall be opened (in the case reverse auction not conducted by BHEL) only for techno-commercially qualified bidders & intimation for price bid opening shall be sent later to such techno-commercially qualified bidders only.
- 7.2 While quoting the price, the bidder shall consider all expenses including travelling, boarding, conveyance & other Miscellaneous and out of pocket expenditure and not to be claimed separately. Rate quoted shall be firm & shall not be quoted with price variation clause. No claim for expenditure other than the price quoted will be entertained by BHEL on account of Scope of Work provided in tender. However, BHEL shall provide Guest House



accommodation (lodging and boarding) and local transport including pick and drop from airport/railway station at BHEL Units/Divisions/Sites except at Delhi NCR region.

- 7.3 The Bidder shall quote the price in Indian rupees for the entire scope of work as per Price Bid format (**Part II Price Bid**)
- 7.4 The price shall be firm and inclusive of all applicable taxes & duties except Service tax & Cess. Service Tax & Krishi Kalyan Cess (KKC) shall be payable extra against CENVATABLE invoice by the consultant. In case BHEL is not able to avail CENVAT credit due to reasons attributable to consultant, the service tax & KKC's portion shall not be reimbursed to the consultant.
- 7.5 Statutory variation in Service Tax rate if any, within the scheduled contractual completion period shall be borne by BHEL. In case GST/new tax is introduced in place of Service tax variation due to GST/new tax shall be reimbursed to consultant on submission of documentary evidence in this regard. However, any decrease due to variation shall be passed by the bidder to the owner.
- 7.6 BHEL shall be authorized to make statutory deductions as applicable from the amount payable to the consultant.
- 7.7 It may be ensured that Price Bid offer in a separate sealed cover does not contain any condition, comment, deviation except the price quoted by the bidder.

8.0 BID EVALUATION

- 8.1 Technical Evaluation- 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 offers and to check submission of required documents. If required, clarification on technical aspect will be sought.
- 8.2 Evaluation shall be on the basis of delivered cost, i.e. "Total cost to BHEL" net of CENVAT i.e. value quoted at Sl. No. 7 of price bid format.
- 8.3 Any effort by the Bidder to influence BHEL in BHEL's evaluation, comparison or contract award decision may result in the rejection of the Bidder's proposal.

9.0 REVERSE AUCTION



- 9.1 BHEL reserves the right to go for Reverse Auction (RA) (guidelines available on www.bhel.com) instead of opening the sealed envelope Price-Bid (PART-II), submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.
- 9.2 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 will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealing with the bidder.
- 9.3 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.
- 9.4 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.
- 9.5 Date and time of opening of Price-Bid (PART-II) / Reverse Auction will be intimated through FAX & E-Mail to acceptable bidders at least 48 hours prior to time of bid opening.

10.0 BID VALIDITY

The price quoted by the bidder shall remain valid for a period of 90 days after the date of opening of Techno Commercial Bid (Part I) and 45 days from the date of Reverse Auction / Price Bid opening, whichever is later. In exceptional circumstances, BHEL may solicit the Bidder's consent for extension of the bid validity period. When the Bidder extends the period of validity, the same shall be done without any modification to the bid proposal by the Bidder.

11.0 AWARD AND FORMATION OF CONTRACT

- 11.1 The contract will be awarded to the Bidder whose bid is found to be technically and commercially acceptable and evaluated lowest.
- 11.2 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, No Deviation statement etc.
- 11.3 The successful bidder shall give acceptance to the Letter of Award to BHEL within 48 hours of issue of the same by BHEL, by way of return of signed copy of letter of award.



11.4 The Contract shall come into effect on the date of issue of Letter of Award by BHEL.

12.0 Work not to be Sub-Let

Sub-contracting in part or full of the assignment awarded to the successful Bidder is not permitted, except as specifically approved by BHEL.

13.0 CONTRACT VALIDITY

The contract shall remain valid till the due date of filing of first Annual Return in GST Regime.

14.0 PAYMENT TERMS

14.1 No Advance shall be paid by BHEL.

14.2 Payment towards performance of services under the contract shall be made as under:

SI No	Milestone	Payment (%)
1.	On Acceptance of Final Report of CGST Act & IGST Act by BHEL as mentioned in SI.no. 1 of Scope of Work	15% of Total Contract Value excluding value of "Training to BHEL Employees" as mentioned in SI. No. 5 of scope of work.
2	On Acceptance of Final Report of SGST Acts by BHEL as mentioned in SI.no. 1 of Scope of Work	15% of Total Contract Value excluding value of "Training to BHEL Employees" as mentioned in SI. No. 5 of scope of work. <i>Out of 15% stated above, 9% shall be released on acceptance of reports for States of Tamilnadu, Karnataka, M.P., UP, Uttrakhand, Telangana, Andhra Pradesh, Delhi, Maharashtra, Punjab, & West Bengal and balance 6% shall be released on acceptance of reports of rest of the States.</i>
3	After organising Training by consultant for IT Program/software system as mentioned in SI. No 1 of Scope of Work	15% of Total Contract Value excluding value of "Training to BHEL Employees" as mentioned in SI. No. 5 of scope of work
4	On Acceptance of Guidelines on Major Issues by BHEL as mentioned in SI no 3 of Scope of Work	25% of Total Contract Value excluding value of "Training to BHEL Employees" as mentioned in SI. No. 5 of scope of work"
5	On Final Presentation to BHEL Board/Management as mentioned in SI. No 4 of Scope of Work	15% of Total Contract Value excluding value of "Training to BHEL Employees" as mentioned in SI. No. 5 of scope of work.
6	Post Implementation Assistance & Identification of Issues to be represented to Government-as mentioned in SL No. 2 & 6 of Scope of Work.	15% of Total Contract Value excluding value of "Training to BHEL Employees" as mentioned in SI. No. 5 of scope of work. <i>Payment shall be released in two equal amount i.e. first instalment after due date of filing last monthly return for</i>



		<i>first financial year of GST implementation and Second & last instalment after due date of filing of first annual return in GST regime</i>
7	On organising "Training to BHEL Employees" as mentioned in SL. No. 5 of Scope of Work	The invoices shall be issued on monthly basis for the number of days of Training /workshops conducted in the month.

- 14.3 For the purpose of completion of milestone & corresponding payments thereof, a protocol shall be signed between authorised representative of BHEL and consultant and based on which invoice shall be issued by consultant for payment.
- 14.4 Payment shall be made within 30 days of submission of Invoice.
- 14.5 All payments shall be subject to recoveries towards statutory deductions, LD (if any) etc.
- 14.6 The payment will be made by electronic transfer to the account of the consultant.
- 14.7 The milestone indicated above are for release of payment only and does not represent the quantum of work completed.

15.0 CONFIDENTIALITY CLAUSE

15.1 Any and all information in written, electronic media or oral form and disclosed to the consultant shall at all times remain the legal and absolute property of BHEL and the consultant shall have no rights to use the information for any purpose other than that expressly authorized by BHEL.

15.2 For maintaining the confidentiality of all the information provided by BHEL to the successful bidder for completion of the assignment, Non-Disclosure Agreement (NDA) as prepared by BHEL, will be signed by the authorized representatives of both consultant and BHEL. The NDA will be signed by the successful bidder and submitted to BHEL within 7 days of Letter of Award of work. The delay in commencement and completion of work on account of delay in submission of NDA shall be to the account of the consultant. BHEL is not responsible for any delay due to delay/non submission of signed NDA by the consultant.

16.0 PENALTY CLAUSE

Delay in completion of job as per Scope of Work/time schedule provided in tender document shall attract reduction of contract value @2% per week of delay or part thereof, subject to maximum 10% of total contract value. All applicable taxes on LD shall also be recovered/payable by consultant.



17.0 LIABILITY CLAUSE

The party, to whom order is placed by BHEL, shall take the entire responsibility for safe travel of their personnel. Suitable insurance cover if required will be the responsibility of the Consultant and any expenditure on their account to be included in their quoted price. BHEL is not responsible for any liability of whatsoever in nature encountered in the process of completion of Services.

18.0 LAWS GOVERNING THE CONTRACT

The Contract including all matters connected with this Contract, its meaning and interpretation, and the relation between the Parties shall be governed by and construed in accordance with the Applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi (India).

19.0 DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:

If the Service Provider / Contractor/Consultant fails to provide the required services as per the Contract / fails to deliver the goods or materials or services or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials or services 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 supply / provide goods / services or materials 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.



Cost of the purchases / services made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

20.0 CANCELLATION OF TENDER / RIGHT OF ACCEPTANCE:

BHEL reserves the right to reject all the bids or cancel / withdraw the invitation for bids without assigning any reason whatsoever and in such cases no bidder / intending bidder shall have any claim arising out of such action. The acceptance of bid will rest with BHEL and does not bind BHEL to accept the lowest or any bid.

21.0 TERMINATION OF CONTRACT:

After award of Contract, by giving notice of 15 days in writing to the consultant, BHEL shall have the right to cancel the award wholly or in parts in case BHEL is obliged to do so on account of:

- a) Delays in execution of job by the consultant despite reminders/follow-up or any other unforeseen conditions including force majeure conditions,
- b) if the successful bidder, in the judgment of BHEL has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- c) If the successful bidder's performance, in the judgment of BHEL is not found to be satisfactory. Such termination shall be at the risk and cost of the consultant.
- d) if BHEL, at its sole discretion, decides to terminate this Contract.

In case of termination, the consultant shall have no claim for compensation against BHEL on account of such cancellation, including work done, if any.

22.0 SETTLEMENT OF DISPUTES

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to the arbitrator appointed by BHEL. The award of the arbitrator shall be binding on both the parties. Subject as aforesaid, the provisions of Arbitration & Conciliation act, 1996 (India), statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The venue of the arbitration shall be New Delhi, India.

23.0 FORCE MAJEURE

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, such occurrence including, but not limited to,



acts of God, war, nature, public disorders, strikes, riots, etc. acts of government authorities, etc, not within the control of the party.

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of or Default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

24.0 FRAUD PREVENTION POLICY:

The bidders along-with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website; www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

25.0 ISSUE OF NOTICE

25.1 Service of notice on consultant :- Any notice to be given to the Consultant 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 Consultant's last known address of the principal place of business (or in the event of the consultant 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 Consultant 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.

25.2 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 Consultant.

26.0 GENERAL

26.1 BHEL will provide necessary inputs/ information as considered necessary to the successful Bidder for completion of the assignment for which the successful bidder has to sign the Non- Disclosure Agreement (NDA) with BHEL.

26.2 All the BHEL Units are connected with Video Conferencing facility. The consultant and its team, if required, may use Video Conference facility from



BHEL House New Delhi for interaction with BHEL Units/Regions/Division/offices. However, in case bidder is of the opinion that visit to BHEL Units/Division/sites/Office located outside Delhi is necessary, the associated cost thereof shall be considered by the bidder in their quoted price and no extra claim shall be entertained by BHEL. However, BHEL may provide Guest House accommodation (lodging and boarding) and local transport (including pick and drop from airport/railway station) at BHEL Units except at Delhi NCR.

- 26.3 The Bidder shall bear all costs associated with the preparation and submission of its proposal and BHEL will in no case be responsible or liable for these costs.
- 26.4 The Consultant shall perform the services and carry out their obligations with all due diligence & efficiency, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful to BHEL and shall at all times support and safeguard BHEL's legitimate interests in any dealings with customers or any other agencies.
- 26.5 Deployment of personnel: The consultant shall deploy an exclusive and dedicated team comprising of adequate number of qualified personnel at the premise of Owner at " BHEL House Siri Fort New Delhi" for timely execution of the scope of work as per tender. However, composition of team members and team leader to be deputed in BHEL shall be finalized in consultation with BHEL.
- 26.6 The Team leader to be deputed in BHEL must have minimum post qualification experience of 15 years in the area of Indirect tax (Central Excise, Sales Tax/VAT, Service Tax/Entry Tax) in India and at least 50% of team members to deputed in BHEL shall be with minimum post qualification experience of 10 years in the area of Indirect tax (Central Excise, Sales Tax/VAT, Service Tax/Entry Tax) in India.
- 26.7 Consultant shall start the work within a week of acceptance of award of work and depute its team at Owner's premise.
- 26.8 "Training to BHEL Employees" as mentioned in Sl. No. 5 of scope of work shall be conducted at BHEL Units only.
- 26.9 All the information/computations/workings/data or other calculations sheets along with the assumptions made for the completion of Services as per Scope of Work in hard and soft form will be handed over to BHEL and BHEL has the exclusive rights over them.



Annexure A
(Part I : Techno-commercial Bid)

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AAFin/GST/2016-17

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry. Deviations, if any mentioned elsewhere in our bid (whether techno-commercial bid or price bid) will be treated as null and void by BHEL.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:



ANNEXURE – B
(Part I: Techno-commercial Bid)

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

GENERAL DECLARATION CERTIFICATE

I, _____ hereby certify that all the information and data furnished with regard to this tender No. AA/Fin/GST/2016-17 are true and complete to the best of my 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 GST implementation in the BHEL, any amendment in GST Law/guidelines issued by Central/State Government 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 authorised representative by my company i.e. under mentioned tenderer for signing and submission of bids and all other documents.

(Signature & seal of authorised signatory)
(This is to be given on the letter head of the bidder)



Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

DECLARATION ON NON DISCLOSURE

M/s. willing to provide service to BHEL for **implementation of GST in BHEL**, hereby undertake to comply with the following in line with information security policy of BHEL:

- 1.0 To maintain confidentiality of documents & information used during the execution of the contract.
- 2.0 The documents & information shall not be revealed to or shared with third party in a manner which is detrimental to the business interest of BHEL.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:



(Part-I: Techno-Commercial Bid)

Annexure D

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AAFin/GST/2016-17

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Name:

Date:

Company Seal:



**Annexure E-
(Part-I: Techno-Commercial Bid)**

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

Bank Guarantee Format

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited ¹ (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 _____ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ ³ valued at Rs. ⁴ (Rupees -----) ⁴ (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. _____ ⁵ (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)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. 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 relating thereto 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 claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, 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.

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.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ 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, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____
for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD



Annexure-F

(Part-I: Techno-Commercial Bid)

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

List of Banks for BG submission

List of Banks			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank



Exhibit I

(Part-I: Techno-Commercial Bid)

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

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)	

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:



Exhibit-II**(Part-I: Techno-Commercial Bid)**

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

Relevant experience of the Bidder in the field of "Indirect Taxation" in India during last Five financial years

S. No.	Name of Client & nature of Business	Nature of Assignment	Nature of Experience (Whether Excise, Service Tax, VAT/Entry Tax)	Work Order No and Date	Work Order Value (Rs.)	Date of Completion of Assignment	Turnover of Client for the year of award of Work (Rs/Crs)	Client engaged in business of Capital Goods/ others
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:



Exhibit –III
(Part-I: Techno-Commercial Bid)

Subject: Open Tender for “Engagement of Professional consultant for implementation of GST in BHEL”.

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

Details of office of the bidder

S. No.	Name of State	Name of City	Status of the Office (Owned/Leased)	Complete Address	Telephone No (if any)
(1)	(2)	(3)	(4)	(5)	(6)

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:



Exhibit -IV**(Part-I: Techno-Commercial Bid)**

Subject: Open Tender for "Engagement of Professional consultant for implementation of GST in BHEL".

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

Details of Composition of qualified professionals on the rolls of the bidder or as Partners in the field of Indirect Taxation in India.

Sl. No	Name of Professional/ Partner	Name of the Professional Institute/ Bar Council of India	Status (Partner or /Employee)	Qualification of the Professional	Membership No	Date of Obtaining Membership	Post-qualification Experience in the field of indirect taxation (No of years)	Post Qualification Experience in field of Indirect Taxation in Bidding Entity (No of years)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:

Part -II - Price Bid

Subject: Open Tender for Engagement of Professional consultant for implementation of GST in BHEL”.

Reference: Tender Enquiry No.: AA/Fin/GST/2016-17

Reference: Tender Enquiry No.: A/V/III/001/2010-11					
<u>S. No.</u>	<u>Brief Description</u> (for details please refer Scope of Work)	<u>No. of days</u>	<u>Rate per day including all taxes and duties but excluding Service Tax & Cess (Rs.)</u>	<u>Total including all taxes and duties but excluding Service Tax & Cess (Rs.)</u>	
				In Figure	In words
1	Fee for the entire scope of work except "Training to BHEL Employees" mentioned in Sl. No. 5 of Scope of Work	Lump-sum			
2	"Training to BHEL Employees" mentioned in Sl. No. 5 of Scope of Work	24 days			
3	<u>Sub-total (1+2)</u>				
4	Service Tax & Cess applicable (i.e. SBC & KKC) on 1& 2 above @.....				
5	<u>Grand Total (3+4)</u>				
6	Less : CENVAT Credit available to BHEL				
7	Bid Value net of CENVAT (i.e. Total Cost to BHEL) (5-6)				

Note: - 24 (Twenty Four) number of days shall be considered only for the evaluation purpose. However, **Payment to the consultant for the** “Training to BHEL Employees” mentioned in Sl. No 2 above shall be made based on the actual days of workshop conducted.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:

