

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: 2021-22 Dated 24-01-2022

Last date for Submission: 08-02-2022 at 11.00 Hrs.

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BHARAT HEAVY ELECTRICALS LTD.

CORPORATE FINANCE

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1.0

NOTICE INVITING OPEN TENDER

NIT No.

: BHEL: FIN:AC: RTN: 2021-22 Dated 24-01-2022

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

Dear Sir/Madam,

i. Sealed tenders are invited in two part bid for the mentioned Job/ services in BHEL.

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of sealed tender: 08-02-2022 at 11.00 Hrs.

Date and Time of opening the tender : 08-02-2022 at 11.30 Hrs.

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

ii. 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:

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

BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. Bidders are requested to submit their queries on the NIT, if any, latest by 28-01.2022 at 11:00 A.M. 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.

iii. Offers should be strictly in accordance with the Tender Specifications and Terms & Conditions enclosed herewith.

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iv. Price to be filled strictly as per proforma given in the tender. Change in Pro-forma is not allowed.

v. 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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".

On behalf of "Bharat Heavy Electricals Ltd."


(Amit Goel)
Dy. General Manager(F/Books)

2. Instruction to bidders

2.1 Procedure for submission of sealed bids and documents 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, Quality parameters.
- 3) GST registration certificate
- 4) No Deviation Statement [Annexure C to the terms & conditions]
- 5) Declaration certificate-1.[Annexure B to the terms & conditions]
- 6) Declaration for relation in BHEL [Annexure H to the terms & conditions]
- 7) E-banking Mandate form as per enclosed format. [Annexure F to the terms & conditions]
- 8) Authorization (POA) in support of Signatory of the Tender[Annexure G to the terms & conditions]
- 9) Experience of the consulting firm [Annexure I to the terms & conditions]
- 10) CV of the team members. [Annexure J to the terms & conditions]
- 11) Confidentiality Agreement [Annexure D to the terms & conditions]
- 12) Information in respect of Techno commercial evaluation criteria [Annexure –K]
- 13) Any other documents mentioned in NIT

PART-II (PRICE BID) COVER – II:

Part 2 'Price bid' shall comprise of Price Bid Format, 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

2.2 Legible and correct entries

All entries in the RFP shall either be typed or written legibly in ink. The bid should be free from correction, overwriting, correction fluid, etc. Any interlineation, cutting, erasure or, overwriting shall be valid only if they are attested under full signature/s of person/s signing the bid, otherwise the bid shall be liable for rejection.

2.3 Bid currencies

Bidders shall submit their price bid, Part-II only in Indian Rupees.

2.4 Signing of the bids

Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BHEL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the bid document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory. The authorization to sign the document must be confirmed by a written power of attorney accompanying the bid (Part-I).

2.5 Pre-bid clarifications

Clarifications, if any, can be obtained but such requests should be submitted well before the due date. Due date for submission and opening of tenders will not be extended on such grounds.

2.6 Opening of Bids

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 bidder having highest combined score. 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".

2.7 Price discrepancy

- (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.
- (i) 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.

2.8 Award of contract

The bidder who scores highest total marks as per criteria laid out in Section-7 "Evaluation of bids" shall be declared as the successful bidder. BHEL will award the contract to the successful bidder by sending the Letter of Award (LOA) / Work Order. Bidder within 7 working days of receipt of the same, shall sign, stamp and return it to BHEL as a token of his acceptance.

2.9 Validity of bid

The bid submitted by the bidder shall be kept valid for acceptance for a period of 180 days from the date of opening of techno-commercial bid (part -I). 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.

2.10 Rejection of the bid

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. 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.

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.

2.11 Order of precedence

In the event of any ambiguity or conflict between the clauses of the NIT Documents, the order of precedence shall be in the order below:

- a. Corrigenda/ addenda/ amendments/ clarifications
- b. Notice Inviting Tender
- c. Special conditions of contract,if any
- d. General conditions of contract
- e. Instructions to bidders

2.12 Verification of documents

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

3. OVER VIEW OF BHEL

- Bharat Heavy Electricals Limited (BHEL) is India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer globally.
- 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 (Thermal, Hydro, Gas, Nuclear, Solar PV) , 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 besides Business Sectors and Corporate office at Delhi.
- 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 Revenue from operations of the company was Rs.21459 Crore in 2019-20 and Rs.17308 Crore in 2020-21.
- BHEL prepares Standalone and Consolidated Financial Statement as per requirement of IND-AS, Companies Act 2013 and other applicable statutes.
- Finance function in BHEL is spread over Manufacturing Units, Regions, Project sites, Business Sectors, Corporate office, etc. Consolidation of site accounts is done at Head quarter level of respective regions before final consolidation at Corporate level along with the accounts of Manufacturing Units.
- Accounting in BHEL is done on SAP/Oracle and other in house developed systems.



4. Objective

Advisory support on matters related to accounting intricacies in regular operations and disclosure of information in Annual accounts by the company for a period of one year from the date of award of contract.

Scope Of Work

Providing advisory support in form of, clarifications, guidance on matters related to accounting intricacies and disclosure of information in Annual accounts by the company and inform company with, latest notifications, amendments, pronouncements on Ind AS issued by Ministry of Corporate Affairs / Institute of Chartered Accountants of India, SEBI e.t.c.

5. REQUIREMENT OF KEY PROFESSIONALS AND KIND OF EXPERTISE

Bidder shall provide a list of team members who will be involved in this assignment. Further, the said team shall not be stationed at BHEL. However, the proposed team, for this assignment shall include full time employees of the bidder as below:

Team Leader	Minimum Ten (10) years of consulting experience including Seven (7) years in similar works
Project Manager	Minimum Five (05) years including Two (2) years in similar works

However, consulting firm may deploy more resources as per the requirement of the project.

6. DELIVERABLES & TIMELINES

The consulting firm is required to deliver as per scope of work (*in the form of MS Word document, Powerpoint presentations, Excel model and/or other formats as required*) as per the timelines mentioned below. The consulting firm has to ensure that the deliverables in totality achieve the overall objective of the exercise. The advisory support in form of clarifications, guidance may be shared by the bidder with BHEL thru any reasonable mode including e-mail by the person authorized to do so on behalf of the bidder. The clarification / guidance /view of the service provider must be substantiated with the practices in the comparable companies, authoritative literature available on the subject.

The deliverable shall be delivered within 7 days of the advisory sought through email by BHEL whereas the notification of any amendment to the regulations / Ind AS etc issued by MCA/ ICAI/ SEBI/ GOI etc. shall be intimated with all relevant details by the Bidder within 3 days of such notification/ amendment.

7. Evaluation of Bids

7.1 PRE-QUALIFICATION CRITERIA

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. Decision of BHEL shall be final and binding on the bidder. 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 bidder shall have the experience of consultancy of Ind AS or Accounting Retainership.	At least 3 jobs in respect of different companies listed in India in previous 5 years preceding the date of this tender. Each work order should have a value of at least Rs 5 Lakhs.	a) Copy of job orders or Letter of engagements. b) Copy of satisfactory completion of services from the clients OR Certificate from a practicing Chartered Accountant of the receipt of entire contract value by the consulting firm from the subject client.
2	Annual Turnover of the bidder	The bidder should have at least an average annual turnover of Rs 5.00 lakhs during the last three years, 2018-19, 2019-20, 2020-2021. In case the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2018, 2019, 2020.	Audited balance sheet and Profit & Loss Account indicating annual turnover OR certificate from a practicing Chartered accountant indicating the annual turnover of the bidder.
3	The bidder shall have qualified professionals with expertise in Indian accounting standards (Ind AS)	At least seven professionals with CA / CMA (earlier CWA) qualification on full time roll of the bidder.	a) List of seven professionals with CA / CMA (earlier CWA) qualification. Details as per Annexure [CV of team members]. b) Special assignments undertaken by these professionals in the field of Ind AS consultancy, duly certified by CEO/Country Head.

4	Office of the bidder	In India	Address of offices along with the name, address and contact no. of the concerned official in the format enclosed (Annexure-A)
5.	The 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 to the terms & conditions)

“Similar Work” shall mean the experience of consultancy of Ind AS or Accounting Retainership of a listed company.

Notes:

1. BHEL reserves the right to:
 - a. Ask for further clarification during techno commercial scrutiny of bids received.
 - b. Ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
2. 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.
3. Decision of BHEL shall be final and binding on the bidder.
4. If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
5. Bids not conforming to technical specification/requirements (scope of work) as mentioned in tender will be rejected
6. Conditional bids will be liable for rejection



7.2 Techno-commercial evaluation Criteria

The Techno-Commercial bid of the bidders meeting the pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system which will include 60% weighted score for quality (techno-commercial bid) and 40% weighted score for the price (price bid).

Quality Parameters

SI	Consultancy Firm's specific experience during the last 6 financial years [2015-16 to 2020-21] <i>In case of calendar year : from 2015 to 2020</i>	Max Marks	Scale/scheme of marking
A	Experience of the bidder		
1.	Similar works as defined under PQR, undertaken of companies listed in India, each company having average (Standalone / Consolidated) annual revenue from operations [RFO] of at least Rs. 7500 crore in previous 3 Financial years preceding the date of this tender.	1	0.5 mark for each project if value of project is upto Rs. 5 Lakhs. 1 mark for each project more than Rs. 5 lakhs.
2.	Similar works as defined under PQR undertaken of CPSE's having status of Indian Miniratna / Navratna / Maharatna at the time of award of that order.	2	0.5 mark for each project if value of project is upto Rs. 5 Lakhs. 1 mark for each project more than Rs. 5 lakhs.
3.	Representation / suggestions made to the GOI / Institute of Chartered Accountants of India on the drafts of Ind AS , Companies Act , Listing regulations at any time during the last 6 financial years.	2	01 mark for each representation / suggestion.
4.	Bidder / Member of the bidder's managing team [proprietor / partner/ director / CEO], on Board of the technical advisory committee/sub committee for accounting of Institute of Chartered Accountants of India , Institute of Cost accountants of India, Institute of Company Secretaries of India, International Accounting Standard Board, National Advisory Committee on Accounting Standards , PHD chamber of commerce, FICCI , SCOPE , SEBI at any time during the last 6 financial years.	2	01 mark each per member per institution/body.
5.	Research works on accounting aspects by the bidder / member of the bidder's managing team, published in National / International journals at any time during the last 6 financial years.	3	01 mark for each research work.
	Note : i) One work order shall not be considered for more than one criteria as defined above. In case submitted work order is eligible against more than one criteria, it will be considered against the criteria where maximum marks are assigned as per scale/scheme of marking, mentioned in table above. ii) Documents required in support of SI (A1 to A2) above :		

	<p>a) Copy of job orders or Letter of engagements.</p> <p>b) Copy of satisfactory completion of services from the clients OR Certificate from a practicing Chartered Accountant of the receipt of entire value of works (as defined under PQR) by the consulting firm from the subject client.</p> <p>iii) Documents required in support of SI (A3) above :</p> <p>a) Write – up in brief on each representation/suggestion duly signed by proprietor / partner/ director / CEO of the bidder confirming that the same has been submitted to the bodies mentioned above.</p> <p>iv) Documents required in support of SI (A4) above :</p> <p>a) Name of the body along with the period during which the member was on board signed by authorized signatory of the bidder and supported with the document issued by the subject body.</p> <p>v) Documents required in support of SI (A5) above :</p> <p>a) Write – up in brief on each research work duly signed by proprietor / partner/ director / CEO of the bidder confirming that the same has been prepared by the bidder or is under the leadership of the member of the bidders managing team supported with the extract of such publication.</p>		
B	Business Presentation		
1.	<p><u>Demonstration of the understanding of the following:</u></p> <p>i. Knowledge of Accounting processes and systems followed by manufacturing companies having multiple units of production in India.</p> <p>ii. Awareness about BHEL's financials and challenges thereof.</p> <p>iii. Financial reporting challenges in the business sectors where BHEL is operating.</p> <p>iv. Impact of the regulatory changes (INDAS / Companies Act 2013 / Listing regulation) in FY 21-22 on the financial reporting of BHEL.</p>	10	Shall be assessed based on the presentation [<i>soft copy and a signed hard copy of the presentation needs to be submitted after the presentation</i>]
2.	<p><u>Approach for implementation</u></p> <p>Robustness of overall approach and methodology for carrying out the exercise to meet specific requirements from BHEL as mentioned in Scope of Work in the prescribed timelines.</p>	30	
C	Experience of the team deployed		
1.	Identified team members associated with Research works on accounting aspects which have been published in National / International journals.	10	05 marks per project per person
2.	Identified team members associated with Representation / suggestions made to the GOI / Institute of Chartered Accountants of India on the drafts of Ind AS , Companies Act , Listing regulations.	10	05 marks per project per person

3.	No. of similar works amongst Indian Miniratna /Navratna / Maharatna CPSE's where Team members have been associated.	15	05 marks per project per person
4.	No. of similar works undertaken of companies listed in India, each company having average (Standalone / Consolidated) annual revenue from operations [RFO] of at least Rs. 7500 crore in previous 3 Financial years preceding the date of this tender where Team members have been associated.	15	05 marks per project per person
Item at C1 to C4 must be certified by the proprietor / partner/ director / CEO of the bidder.			

Note:

1. Evaluation of clause B above will be through a presentation by the bidder to a designated committee of BHEL officials. The marks awarded by BHEL shall be final and no representation made by any bidder shall be entertained. The bidder would be called for a technical presentation at a notice of minimum of 3 working days. The presentation should be made by the proposed lead partner, assigned to work with BHEL on this project, preferably accompanied by the proposed team.
2. The scope of the work is indivisible and shall be awarded to a successful bidder.
3. The team members considered for claiming experience under evaluation criteria, and to be deployed for this project should be full-time employees on the pay rolls of the consulting firm. The team proposed to be deployed shall remain unchanged, unless there are unavoidable circumstances. In such a situation, the change will only be permitted with the prior written consent of BHEL, based on credentials of new members furnished (with similar experience as per the Tender Specification) maintaining the total size of the team and their qualifications and experience as mentioned under clause on "Requirement of Key professionals and kind of expertise".

7.3 Combined technical and price bid Evaluation:

Ranking shall be done in decreasing order of the combined score calculated upto two decimal points [without rounding off]. In the event of two or more bids having the same score in the final ranking, the bid with the higher total quality score shall be ranked higher.

Combined score

A combined score shall be arrived at based on weighted total quality score and cost score as:
Combined score = {total quality score X quality weightage} + {cost score X cost weightage}

Quality score: the bidder with highest quality marks [H-1 marks] shall be given maximum total quality score of 100 and other bids shall be computed as:

Total quality score = {100 X bidders' quality marks / (H-1) marks}

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[The bidders with Total quality score of equal to or more than seventy(70) out of One hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their Quality score.]

Cost score: the lowest bidder [L-1] shall be given maximum score of 100 and other bids shall be computed as:

$$\text{Cost score} = \{100 \times L-1 / \text{bidders' price}\}$$

Tie Breaker: In case, combined Quality & cost score of two (2) or more bidders are the same, then the bidder scoring higher Quality score would be considered as the successful bidder. However, in case of the same Quality score also, then the bidder scoring higher score in criteria [experience of the bidder] of Quality evaluation criteria would be considered as the successful bidder.

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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. Subletting: The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization
7. All corrections and insertions shall be duly counter-signed by the authorized signatory of the bidder.
8. **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.
9. 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.
10. **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.

11.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 in accordance with the provisions of the Arbitration and Conciliation Act as amended.

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 11, 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.

12. Security Deposit

- a) The successful bidder shall be required to furnish security deposit of 5% of the contract value before start of the work.
- b) 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 shall be collected before start of the work and balance 50% shall 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.

- c) The validity of Bank Guarantees towards Security Deposit shall be initially upto the 24th January, 2023 + 3 months claim period and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- d) The security deposit will be released only after successful completion of the contract.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

13. 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 preferably 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.

14. Liquidated Damages – Delay

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

15. 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 14 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.

16. Terms of Payment

90% payment in 4 equal installment on quarterly basis and 10% on completion of total work on submission of documents in all respects.

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. The team proposed to be deployed shall remain unchanged unless there are unavoidable circumstances. In such a situation, the change will only be permitted with the prior written consent of BHEL. However, proportionate charges [Contract price * days of delay in team formation / 365 days] shall be deducted for the days delayed in formation of the new team ,considering the credentials of new members defined in "REQUIREMENT OF KEY PROFESSIONALS AND KIND OF EXPERTISE" under the clause "SCOPE OF WORK.
5. 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.

17. 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 provided supply of services are made within schedule date stipulated in the contract or any extension thereof for reasons attributable to BHEL. However, downward variation shall be subject to adjustment as per actual GST applicability.
- 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 complaint 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.

- g) Applicable GST shall also be recoverable from the vendor in case of LD recovery / penalty on account of breach of terms of contract.

18. 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.

19. 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.

20. 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.

21. Professional liability

- a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with scope of work & deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made.

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BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.

- b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavour of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.

22. Change in character of the bidder

In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to inform BHEL in advance in writing with proper documentation that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm.

23. Use of contract documents, specifications, design

The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

24. 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.

25. 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.

26. Except for clause no.14, vendor's maximum liability will be limited to the total contract value including taxes, duties.

27. "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and



restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended by a period of time equal to the period of delay caused due to such Force Majeure event.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract or give rise to any claim for damages or additional cost or expense occasioned thereby.

- 28.** Government e-Marketplace (GeM) seller ID shall be mandatory before placement of order / award of contract to the successful bidder.

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UN- PRICE BID

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

NIT : BHEL: FIN:AC: RTN: 2021-22 Dated 24-01-2022

S.No.	Particulars	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' mentioned at clause No.4 of NIT [excluding Tax]	Quoted (Yes/No)	Quoted (Yes/No)
2	Applicable Tax	Quoted (Yes/No)	Quoted (Yes/No)
3.	Applicable rate of GST in percentage (%)		Quoted (Yes/No)

Note:

1. The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel in NCR region. However, for travel outside the Delhi-NCR region, BHEL will arrange 2nd AC rail/ economy class air tickets, local travel in tour city, and BHEL guest house/ hotel whichever applicable (*limited to BHEL's E7 level for partner/director, E6 level for the project manager and E5 for consultant of the bidding firm*). BHEL at its discretion may or may not accept the proposed visit and may suggest alternate interaction mechanisms like video conferencing. All train/ flight/hotel/guesthouse bookings will be made by BHEL. Any other expenses not mentioned above shall be borne by the consulting firm themselves.
2. The rates will be valid until the entire scope of work is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

(Signature of authorized signatory & seal of the Firm)

PRICE BID

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

NIT: BHEL: FIN:AC: RTN: 2021-22 Dated 24-01-2022

S.No.	Particulars	Amount (Rs.)	Rupees in words
1	Lump sum price for complete 'Scope of Work' mentioned at clause No.4 of NIT [excluding Tax]		
2	Applicable Tax		
3.	Applicable rate of GST in percentage (%)		

Note:

- a. The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel in NCR region. However, for travel outside the Delhi-NCR region, BHEL will arrange 2nd AC rail/ economy class air tickets, local travel in tour city, and BHEL guest house/ hotel whichever applicable (*limited to BHEL's E7 level for partner/director, E6 level for the project manager and E5 for consultant of the bidding firm*). BHEL at its discretion may or may not accept the proposed visit and may suggest alternate interaction mechanisms like video conferencing. All train/ flight/hotel/guesthouse bookings will be made by BHEL. Any other expenses not mentioned above shall be borne by the consulting firm themselves.
- b. The rates will be valid until the entire scope of work is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

(Signature of authorized signatory & seal of the Firm)

Firm Details

Name of the Firm	
Address of the Bidders HQ	
Address of the Bidders in Delhi /NCR	
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: 2021-22 Dated 24-01-2022

Dear Sir,

We hereby confirm that to the best of our knowledge & belief 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 to the best of our knowledge & belief 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 to the best of our knowledge & belief 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:

(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: 2021-22 Dated 24-01-2022**

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/data/information/ electronic media etc related to study have been, returned back to BHEL or Destroyed. However, in case any copy of document is required to be retained by consultant as

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professional record to evidence the work performance, the same shall be subject to obligations of confidentiality mentioned herein.

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.



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 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



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)

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Proforma of Letter of Authority for Signing the Documents

Date:

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

Sub: BHEL: FIN:AC: RTN: 2021-22 Dated 24-01-2022

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: BHEL: FIN:AC: RTN: 2021-22 Dated 24-01-2022

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.

* Director means Director as per Companies Act 2013

Experience of the consulting firm

List of reference works (Clause 7.1(1) & 7.2 A(1 & 2)
 ((To be typed in the letterhead of the bidder)

S.No.	Submitted against clause 7.1(1) / 7.2A(1&2)	Project	Customer name, contact address, Ph. no., email	Work order ref.	Work Order date	Value of order	Brief of work	Zero date	Completion Date

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment Place & date

Signature & seal of the Authorized Signatory

A

CV of Team Members

(Please attach a separate sheet for Team Leader / Project Manager)

1.	Name of the Team Member	
2.	Current Designation in the firm	
3.	Proposed position in this assignment	
4.	Years in the Firm	
5.	Date of Birth	
6.	Nationality	
7.	Educational Qualification	
8.	No. of years of consulting experience	
9.	No. of years of consulting experience in similar works (for Team Leader / Project Manager)	
10.	Area of Expertise	
11.	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any wilful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory

Information in respect of clause No 7.2 (C1 to C4) of the Techno commercial evaluation criteria**A. Team Leader [Name]**

S.No.	Criteria as per clause	Remarks
1	7.2 C1	Mention the research works published
2	7.2 C2	Mention the representation made to the identified professional bodies
3	7.2 C3	Name of the CPSE's where similar work undertaken
4	7.2 C4	Name of the companies fulfilling the criteria where similar work undertaken.

A. Project Manager [Name]

S.No.	Criteria as per clause	Brief
1	7.2 C1	Mention the research works published
2	7.2 C2	Mention the representation made to the identified professional bodies
3	7.2 C3	Name of the CPSE's where similar work undertaken
4	7.2 C4	Name of the companies fulfilling the criteria where similar work undertaken.

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any wilful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory

A