



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LTD.
BHEL HOUSE, SIRI FORT, NEW DELHI-110049
Tel: 011-66337249, 26001102(Fax)

TENDER DOCUMENT FOR

Appointment of Professional Consultant for Implementation of Indian Accounting Standards
(Ind AS)

NIT No. : BHEL:FIN:AC:Ind AS:2015-16 Dated 25-08-2015

Last date for Submission: 21-09-2015 at 11.00 Hrs.

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- 1- Notice Inviting Open Tender
- 2- Techno Commercial Bid – Part I
- 3- Price Bid – Part II



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NOTICE INVITING OPEN TENDER

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

Name of Job/Services: Appointment of Professional Consultant for Implementation of Indian Accounting Standards (Ind AS)

NIT No. : BHEL:FIN:AC:Ind AS:2015-16 Dated 25-08-2015

Earnest Money Deposit : ₹ 1.50 Lakhs (Rupees One Lakhs Fifty Thousand Only).

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of sealed tender : 11.00 hrs on 21-09-2015

Date and Time of opening the tender : 11.30 hrs on 21-09-2015

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

The bids shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the reception of the main Administrative Block of BHEL House, Siri Fort, New Delhi :

DGM (FINANCE)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
2ND FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No. 66337251, 66337249, Fax: 26001102
e-mail: rkalra@bhel.in; rajnish@bhel.in

BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. 21-09-2015 at 11.30 hrs. Any corrigendum 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.

On behalf of "Bharat Heavy Electricals Ltd."

(Rajnish Jha)
Sr. Accounts Officer



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Tel: 011-66337249, 26001102 (Fax)

TENDER NO: BHEL:FIN:AC:Ind AS: 2015-16 Dated 25-08-2015

IMPORTANT NOTE

RECEIVER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT TO THE ISSUING AUTHORITY ANY DISCREPANCY IN TIME FOR CORRECTIVE ACTION, IF ANY BEFORE THE BIDS ARE SUBMITTED. THE BIDDER IS REQUIRED TO SPECIFICALLY MENTION IN A DEVIATION STATEMENT THE CLAUSES OF THE TENDER THAT ARE NOT ACCEPTABLE IN THEIR PRESENT FORM AND ALSO THE DEVIATION SOUGHT, IF ANY, IN CASE THERE ARE NO DEVIATIONS, THE BIDDER SHALL CLEARLY CERTIFY THE SAME IN THE NO-DEVIATION STATEMENT AS WELL AS THE FORWARDING LETTER. IT IS EXPECTED THAT THE DEVIATIONS (IF ANY) SHALL BE BARE MINIMUM AND OFFERS WITH UNACCEPTABLE DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY FURTHER DISCUSSIONS.



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PART-I : TECHNO-COMMERCIAL BID

Appointment of Professional Consultant for Implementation of Indian Accounting Standards
(Ind AS)

TENDER No: BHEL:FIN:AC:Ind AS:2015-16 Dated 25-08-2015

DATE & TIME OF SUBMITTING OF BIDS :11.00 hrs on 21-09-2015

DATE & TIME OF OPENING TECHNO-COMMERCIAL BIDS :11.30 hrs on 21-09-2015



LETTER INVITING TENDER

TENDER NO: BHEL:FIN:AC:Ind AS:2015-16 Dated 25-08-2015

Sub: Appointment of Professional Consultant for Implementation of Indian Accounting Standards (Ind AS)

Dear Sir/madam,

Sealed tenders are invited in two-bid system where Part-I shall form the Techno-Commercial Bids for the above work and Part-II shall form the Price Bids for the above work. A set of tender documents for the above projects is enclosed for submission of your most competitive offer as well as for the information asked for in the tender specifications latest by 11.00 hrs on 21-09-2015.

The bids shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the reception of the main Administrative Block of BHEL House, Siri Fort, New Delhi :

DGM (FINANCE)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
2ND FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No. 66337251, 66337249, Fax: 26001102
e-mail: rkalra@bhel.in; rajnish@bhel.in

Techno-Commercial Bids (Part-I) shall be opened at 11.30 hrs on 21-09-2015 in the presence of bidders who wish to remain present at the given time and date. After evaluation of the Techno-commercial bid, the Price bid will be opened with advance intimation to all techno-commercially successful bidders.

BHEL reserves the right to accept or reject any tender including lowest one, in part or full, without assigning any reason whatsoever.

In addition to conditions provided under the tender, the bidders are also to note the following:

1. All documents submitted by the Tenderer in his tender shall be duly signed by authorized signatory and accompanied with a covering letter giving index interlinking all the documents.
2. The price quoted should be net of the discounts and service tax. Service Tax shall be payable extra at quoted rate.

3. Secrecy of BHEL information/documents to be ensured at all times.
4. Non-submission of any information may invite disqualification.
5. Unsolicited Price bid shall not be entertained.
6. In case any two provisions to the tender are considered to be contradictory, the same shall be got clarified before submission of Techno-Commercial bid. BHEL's decision in this respect will be final.
7. The offer of the Bidder shall have to be kept valid for a period of three months from the date of opening of Techno-Commercial Bid(Part-I)

8. PROCESS OF EVALUATION OF OFFERS

- A) **Technical Qualification:** As a first step of evaluation process, Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. If required, clarification on technical aspect will be sought. It is suggested that the Senior level officer should be deputed at the time of technical bid opening.
- B) **Price Offer:** Sealed price bid of techno-commercial qualified bidders shall be opened on any subsequent date with advance intimation to the techno-commercially successful bidders. Bidder quoting overall lowest price and adhering to tender stipulations in an unqualified manner shall be normally recognized as L-1. The lowest offer will be worked out on the basis of the total price (including service tax). **The evaluation criteria is explained in detail at sl.no. 15 of the Terms & Conditions.**

9. The bid should be submitted as given below:

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

Envelope 2: "PRICE BID"

Envelope 3: "EMD"

The given above three envelopes to be put up in one sealed bid envelope and this should be superscripted with "Appointment of Professional Consultant for Implementation of Indian Accounting Standards (Ind AS) "

On behalf of "Bharat Heavy Electricals Ltd."

(Rajnish Jha)

Sr. Accounts Officer



OVER VIEW OF BHEL

- Bharat Heavy Electricals Limited (BHEL) is largest engineering and manufacturing enterprises in India in the energy related/infrastructure sector.
- BHEL is a listed public sector company engaged in design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railway), Renewable Energy, Oil & Gas and Defence
- The company has manufacturing units, power sector regions, service centers and regional offices besides project sites spread all over India and abroad
- Most of the projects are turnkey projects and are covered under AS-7(R) and completion of the projects takes from 18 months (captive power plants relating to Industries) to 60 months (Power utility projects).
- The turnover of the company is around Rs.31,000 Crore in 2014-15.
- BHEL is having one Subsidiary Co. and six Joint Venture companies. Details are available in the Annual Report placed in BHEL website.
- BHEL prepares Standalone and Consolidated Financial Statement as per requirement of Companies Act 2013 and other applicable statutes.

Scope of Work for Implementation of Ind AS

Part A:

SI No.	Scope of Work
1	Presentation of Ind AS compliant changes required
	The Consultant to give a detail presentation of the changes required, overview of work plan, implementation road map and the key areas of attention to the management.
2	Preparation of detailed road map
	Preparation of the detailed road map which among other things will also include a time schedule with clearly defined activities and completion dates for achieving the above objectives and ensure successful execution of the project plan.
3	Identification of differences between Indian GAAP and IND AS
	<ul style="list-style-type: none"> I. Identification of differences between the current accounting policies, systems and practices of the Company and the requirements of notified Ind AS and those that would be notified / amended subsequently during the course of implementation. II. Preparation of approach paper on the changes required in the accounting policies, systems and practices.
4	Assist in preparing and Review of:-
	<ul style="list-style-type: none"> I. the guidelines on all Ind AS as applicable II. the significant accounting policies III. the presentation structure of financial statement and grouping of account codes with corresponding impact on GL codes as per Accounts Manual and suggest all other changes to make it Ind AS compliant.
5	Advice on following:
	The Consultant need to review our practice with reference to Fixed Asset (useful life and residual value) and Depreciation and suggest any changes to make it Ind AS compliant.
6	Conversion/Preparation of Ind AS compliant financial Statements:
	Assist and guide in conversion of Ind AS compliant standalone and consolidated financial statements for the year ending March 31,2016 along with balance sheet as at 01-04-2015 and also preparation of Ind AS compliant standalone and consolidated financial statements for the year ending March 31,2017 and related reconciliation statements and disclosure requirements under Ind AS and audit thereof. The Consultant would also be required to give a certificate towards Ind AS compliant financial statements.

SI No.	Scope of Work
7	Presentation to Management:
	The Consultant to give broad presentations on likely impact of Ind AS on financial as well as non-financial matters in HOF meet, MCM, COFD, BLAC & Board as and when required.
8.	Hand holding:
	The Consultant to provide adequate handholding to the identified BHEL officers on Ind AS reporting requirements and the financial accounting/reporting process to enable BHEL officers prepare Ind AS compliant financial statements in subsequent years
9	Post implementation Assistance:
	The Consultant shall provide necessary support for implementation of any changes till finalisation/ adoption of accounts in the AGM for FY 2016-17 (including any queries on the same) limited to amendment/changes impacting accounts of 2016-17.
10	Entities to be covered in Proposal:
	The scope of work would cover BHEL and its subsidiary BHEL EML. In respect of JVs, there may not be uniformity in accounting policies as the conversion process will be handled by them respectively. As accounting policies have to be uniform for consolidation purpose, the consultant would be required to advise, help, devise any template for collection of data from JVs to ensure consolidation as per Ind AS requirements
11	Any other related work:
	Consultant will provide all other related clarifications/ guidance, inputs etc as and when required, if any, for smooth implementation of Ind AS in BHEL. In executing the above work the consultant may be required to visit our manufacturing plants and other offices for discussions or collection of data etc

Part B:

1	Preparation of quarterly financial statements for SEBI requirements:
	The Consultant to assist and guide in preparation of quarterly financial statements to be published as per the requirements of SEBI for the financial year 2016-17 along with previous year figures based on the formats/guidelines, if any, issued in this regard by SEBI.

Part C:

1	Training:
	The training will cover six days comprehensive training to core team of around 30 officers on Ind AS. Apart from this, awareness workshop to around 150 participants will also be conducted. The awareness workshop will be conducted at five places for a duration of three days at each place. Hence, the total number of days for which training will be required will be 21 days, including training to core team. The consultant should provide training material/ brochures to each participant during training and a soft copy of the same should also be provided for further use.

Note: TA, DA on outstation visits from Delhi will be as applicable to Auditors

Pre-Qualifying Requirements (PQR)

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

Sl. No	Parameter/Criteria/ Requirement	Minimum Requirement	Documents required in support of the minimum requirement
1	The firm shall have qualified professionals with expertise in IFRS/IAS and Indian accounting standards (Ind AS) and practices etc	At least Seven Professionals with CA and/or CPA qualification. The professionals should have expertise in IFRS/IAS/Ind AS fields.	a) List of seven professionals with CA and/or CPA qualification in the firm along with their Membership No., Joining date and Qualification. b) Details of special assignments undertaken by these professionals in the field of IFRS/IAS/Ind AS.
2	The firm should have the experience of implementation of IFRS or in the process of implementing Ind AS	At least 4 job of implementation of IFRS or in the process of implementing Ind AS in India in respect of different companies each having annual turnover of at least Rs. 7500 crore in the year of implementation of IFRS OR in the previous year of implementing Ind AS, as the case may be.	a) Copy of job orders or Letter of engagements as Consultant for implementation of IFRS/IAS or Ind AS. b) In case of IFRS/IAS, copy of satisfactory performance/completion of services from the clients. c) Audited P&L a/c in support of meeting Turnover Criteria
3	The firm should have good clientele of big industries including reputed Pvt. & PSUs.	The firm should have undertaken job of Audit of Annual Accounts of a listed Indian Company (whose avg. annual turnover is at least Rs. 7,500 crore in prev. 3 years)	List of Clients with Audited P&L a/c in support of meeting Turnover criteria.
4	The firm should have requisite infrastructure	The firm should have an office in Delhi/NCR	Address of offices along with the name, address and contract no. of the concerned official in the format enclosed (Annexure-A)
5	The name of firm/any partner of the firm should		Declaration-I as per (Annexure B)

	not have been involved in any scam or any disciplinary proceedings against them.		
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Annexure A**FIRM DETAILS**

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

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

(Signature & Seal of the Firm)

Annexure B

DECLARATION CERTIFICATE-I

With reference to NIT no. BHEL:FIN:AC:Ind AS:2015-16 dtd. 25-08-2015 of BHEL for engagement of Professional Consultant, I/we declare that (Name of the Firm along with address) is not involved in any financial irregularity, disciplinary action, scam during last 3 financial years (2012-13 to 2014-15).

I/We further declare that I/we have not been banned or de-listed by any PSU/Government Department/Financial Institution/Professional body/Court and no case is pending with the police/court against our firm/partner or the company in professional capacity.

I/We hereby agree that any misinterpretation or concealment of facts in this undertaking may lead to our disqualification for the referred consultant.

(Signature & Seal of the Firm)

Terms and Conditions

1. This tender, shall be duly signed & stamped on each page and sent in a sealed cover. The tender shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the reception of the main Administrative Block of BHEL House, Siri Fort, New Delhi with adequate allowance for any delivery delays:

DGM (FINANCE)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE FINANCE
2ND FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No. 66337251, 66337249, Fax: 26001102
e-mail: rkalra@bhel.in; rajnish@bhel.in

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

2. Tenders shall be opened at the time and date as specified in the tender notice in the presence of those bidders or their authorized representatives who may choose to be present.
3. The bidders shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting. Only such clarifications that are issued after discussions on Techno-Commercial deviations and which affect the tender stipulations in a substantial manner will be made known to rest of the bidders before opening the bid through updation in our website and on e-procurement portal of GOI (<http://eprocure.gov.in/cppp/>). Bidders may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not.
4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – I 'Techno- commercial bid' and Part-II 'Price Bid', and the NIT No. & due date on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Job/ services, NIT No. & due date of opening.
5. The Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
6. Bidders must fill up all the rates/price and furnish all the required information as per the instructions given in various sections/annexure of the tender document, failing which tender is liable to be rejected.
7. (i) If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and the total price (which is obtained by

multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i)) above.

(iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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

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

10. Documents to be submitted in the Techno-Commercial Bid :

(i) Original tender documents to be signed and returned as a token of acceptance of tender condition

(ii) Signed copy of un-priced bid

(iii) Service tax registration certificate

(iv) No Deviation Statement

(v) Declaration certificate

(vi) The bidder shall submit the PAN and Bank details along with a cancelled cheque for NEFT/RTGS.

(vii) Authorisation (Power of Attorney) in support of Signatory of the Tender.

(viii) Documents required as per Pre-Qualifying Requirement (PQR)

11. Validity of Offer :

The offer submitted by the bidder shall be kept valid for acceptance for a period of three months from the date of opening of techno-commercial bid. In case we call the bidder for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the Bidder unless otherwise agreed upon.

12. Formation of Contract:

All the documents issued by BHEL as well as accepted by it up to the stage of Letter of Indent will form part of contract. Some of the examples are: Tender Document, Techno-Commercial /Price Bid, Certificate, Deviation statement etc.

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

14. Steps in the process of the tender by BHEL

- 14.1 Techno-Commercial Qualification: As a first step of evaluation process, Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. It is suggested that Sr. Executive may be present at the time of technical bid opening, so that clarifications if any required on the bid can be given.
- 14.2 the date and time of opening of price bids of techno-commercial acceptable bids shall be on subsequent date with advance intimation to the Techno-commercially successful bidders.

15. Price Bid Evaluation:

- i. Lowest Overall Evaluation will be done on the basis of total quoted price (including service tax) as explained below
- ii. Bidder quoting overall lowest and adhering to tender stipulations in an unqualified manner shall be recognized as L-1.

Evaluation Criteria :

The Lump sum price is sought for Part ‘A’ of the scope of work. For Part ‘B’ of the scope of work, 2.50% (fixed) of the lump sum rate quoted for Part ‘A’ shall be considered as quoted by the bidder for each quarter. For Part ‘C’ of the scope of work, 6% (fixed) of the lump sum rate quoted for Part ‘A’ shall be considered as quoted by the bidder for each session. The evaluation of price bid will be carried out as explained in the following example:

Presumption: lump sum price for Part ‘A’ of scope of work quoted by the bidder : Rs. ‘X’

Applicable rate of service tax in percentage (%) quoted by the bidder : 14%

Evaluation working :

		Unit	Quantity	Rate per Unit	Amount (Rs.)
1	Lump sum price for Part A of ‘Scope of Work’	Lump sum	1	X	X
2	Per quarter price for Part B of ‘Scope of Work’ (2.50% of sl.no. 1)	Per Quarter	6 Quarters	0.025X	0.15X

3	Training Per Session of 3 days for Part C of 'Scope of Work' (6% of sl.no. 1)	per session	7 sessions	0.06X	0.42X
4	Total (1+2+3)				1.57X
5	Add : Service Tax @ 14%				0.2198X
6	Total Price (4+5)				1.7898X

16. 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.

17. Arbitration

- i. All disputes between the parties to the contract arising out of or in relation to the contract shall be referred to sole arbitration of the General Manager/Finance or his nominee after written notice by either party to the contract to other party. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of Arbitrator shall be New Delhi. The parties to the contract understand and agree that they will have no objection that the General Manager/Finance or the person nominated by him as Arbitrator has earlier in his official capacity dealt or in the course of his official capacity deals, directly or indirectly with the matters to which the contract relates or that in the course of his official capacity had expressed views, opinion etc. on all or any of the matters in dispute or difference.

- ii. In the event of the Arbitrator neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager/Finance or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
- iii. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.
- iv. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- v. All the above clauses will apply to the extent and in the manner that is commensurate with the Arbitration Act.
- vi. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

18. Earnest Money Deposit (EMD):

- i. EMD of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand Only) in the form of Pay Order (PO) or Demand Draft (DD) in favour of Bharat Heavy Electricals Limited, payable at New Delhi, must be submitted in a separate envelope. Tender not accompanied with EMD/ EMD submitted in any form other than stated above will not be accepted.
- ii. EMD of the bidder will be forfeited if:
 - a) after opening of the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - b) the bidder does not commence the Job/ services within the period as per Letter of Intent (LOI)/Letter of Award (LOA).
- iii. EMD given by all unsuccessful bidders shall be refunded within reasonable time after acceptance of award of work by the successful bidder.
- iv. EMD shall not carry any interest.

19. Security Deposit

- a) The successful bidder shall be required to furnish security deposit before start of the work as per following rate of the order value:

- Up to Rs. 10 lakhs : 10%
- Above Rs. 10 lakhs up to Rs. 50 lakhs : Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- Above Rs. 50 lakhs : Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

b) Security deposit may be furnished in any one of the following forms:

- i. Pay order / demand draft in favour of BHEL.
- ii. Local cheques of schedule banks, subject to realization.
- iii. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- iv. Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- v. Fixed deposit Receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vi. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and balance 50% may be recovered from the running bills.
- vii. EMD of the successful bidder shall be converted & adjusted against the security deposit.
- viii. The Security Deposit shall not carry any interest.

Acceptance of Security Deposit against Sl.No. (iii) & (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- c) The validity of Bank Guarantees towards Security Deposit shall be initially upto the 30-11-2017 + 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.

20. Bank Guarantees

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

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

21. Liquidated Damages – Delay

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

22. Risk Purchase

- a. BHEL at its option will be entitled to terminate the contract and get the job executed through another vendor at the risk and cost of the bidder either the whole of the goods or part thereof which the vendor has failed to deliver or commission or provide within the stipulated time as aforesaid or if the same are not available, with the best and the nearest available substitute thereof.
- b. The bidder shall be liable for any loss which BHEL may sustain by way of such risk purchases, in addition to penalty at the rate mentioned in Clause 21 above.
- c. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled and earnest money deposited shall be forfeited.

- d. If the Service Provider fails to provide the required services as per the Contract within the period(s) fixed for rendering service, such delivery not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

23. Terms of Payment

- I. PROGRESSIVE PAYMENTS shall be released as per milestone mentioned in Terms of Payments within 30 days after receipt of completed bill in all respect.
- II. While making the payment, statutory deductions as applicable, shall be made by BHEL.

- III. BHEL reserves the right to make the payment through e-mode. Bidders shall be required to furnish e-payment details as stated elsewhere in the tender document.

24. 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.

25. 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.

26. Reverse Auction

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

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

TIME SCHEDULE AND TERMS OF PAYMENT:

PART A :

SI No.	Scope of Work	Target (Date)	By	Terms of Payment
1	Presentation of Ind AS changes required			
	The Consultant to give a detail presentation of the changes required, overview of work plan, implementation road map and the key areas of attention to the management.	Within 30 days from the date of Letter of Award		10% on BHEL's acceptance of work completion
2	Preparation of detailed road map			
	Preparation of the detailed road map which among other things will also include a time schedule with clearly defined activities and completion dates for achieving the above objectives and ensure successful execution of the project plan.			
3	Identification of differences between Indian GAAP and IND AS			
	Identification of differences between the current accounting policies, systems and practices of the Company and the requirements of notified Ind AS and those that would be notified / amended subsequently during the course of implementation. Preparation of approach paper on the changes required in the accounting policies, systems and practices.	30.11.2015		
4	Assist in preparing and Review of:-			
	The guidelines on all Ind AS as applicable The significant accounting policies The presentation structure of financial statement and grouping of account codes with corresponding impact on GL codes as per Accounts Manual and suggest all other changes to make it Ind AS compliant.	31.12.2015		15% on BHEL's acceptance of work completion
5	Advice on following:			
	The Consultant need to review our practice with reference to Fixed Asset (useful life and residual value) and Depreciation and suggest any changes to make it Ind AS compliant.	31.12.2015		5% on BHEL's acceptance of work completion

6	Conversion of Ind AS compliant financial Statements:		
	Assist and guide in conversion of Ind AS compliant standalone and consolidated financial statements (including for subsidiary co.) as at 01-04-2015 and related reconciliation statements and disclosure requirements under Ind AS and audit thereof. The Consultant would also be required to give a certificate towards Ind AS compliant financial statements	28.02.2016	10% on BHEL's acceptance of work completion
	Assist and guide in conversion of Ind AS compliant standalone and consolidated financial statements (including for subsidiary co.) for the year ending March 31,2016 and related reconciliation statements and disclosure requirements under Ind AS and audit thereof. The Consultant would also be required to give a certificate towards Ind AS compliant financial statements	15.07.2016	20% on BHEL's acceptance of work completion
7	Preparation of Ind AS compliant financial Statements:		
	Assist and guide in preparation of Ind AS compliant standalone and consolidated financial statements (including for subsidiary co.) for the year ending March 31, 2017 and related reconciliation statements and disclosure requirements under Ind AS and audit thereof. The Consultant would also be required to give a certificate towards Ind AS compliant financial statements	13.05.2017	20% on BHEL's acceptance of work completion
8	Post implementation Assistance:		
	The Consultant shall provide necessary support for implementation of any changes till finalisation/ adoption of accounts in the AGM for FY 2016-17 (including any queries on the same) limited to amendment/changes impacting accounts of 2016-17.	By AGM date for approval of 2016-17 accounts	10% on BHEL's acceptance of work completion
9	60 days after completion of activity at sl.no. 8		10%

Part B:

1	Preparation of quarterly financial statements for SEBI requirements:		
	The Consultant to assist and guide in preparation of quarterly financial statements to be published as per the requirements of SEBI for the financial year 2016-17 along with previous year figures based on the formats/guidelines, if any, issued in this regard by SEBI.	Per quarter	100% on BHEL's acceptance of work completion

Part C:

1	Training:		
	The training will cover six days comprehensive training to core team of around 30 officers on Ind AS. Apart from this, awareness workshop to around 150 participants will also be conducted. The awareness workshop will be conducted at five places for a duration of three days at each place. Hence, the total number of days for which training will be required will be 21 days, including training to core team. The consultant should provide training material/ brochures to each participant during training and a soft copy of the same should also be provided for further use.	As and when required	100% on BHEL's acceptance of work completion

Note : TA, DA on outstation visits from Delhi will be as applicable to Auditors

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

NO DEVIATION STATEMENT

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

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. THE FOLLOWING DEVIATIONS ARE BEING TAKEN

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

(Signature & seal of authorized signatory)

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

DECLARATION CERTIFICATE-II

I/We, _____

hereby certify that all the information and data furnished by me/us with regard to this tender No. : BHEL:FIN:AC:Ind AS: 2015-16 dated 25-08-2015 are true and complete to the best of my/our knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I/We, do hereby also declare that during the tenure of Ind AS implementation in the BHEL, guideline issued by ICAI/Ministry of Company Affairs from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this tender from BHEL's view.

I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL.

I/We also give acceptance for participation in Reverse Auction, in case BHEL decides to go for the same.

I, further certify that I am the duly authorized representative of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

(Signature & seal of authorized signatory)

UN-PRICE BID

Name of Job/ services: Appointment of Professional Consultant for Implementation of Indian Accounting Standards (Ind AS)

TENDER NO.: BHEL:FIN:AC:Ind AS Dated 25-08-2015

		Unit	Quantity	Rate per Unit	Amount (Rs.)	Rupees in words
1	Lump sum price for Part A of 'Scope of Work'	Lump sum	1	Quoted (Yes/No)	Quoted (Yes/No)	Quoted (Yes/No)
2	Per quarter price for Part B of 'Scope of Work'	Per quarter	6	Price per quarter is 2.50% of lump sum Amount of Part A at sl.no.1 above		
3	Training per session for Part C of 'Scope of Work'	Per Session	7	Price per session is 6.00% of lump sum Amount of Part A at sl.no.1 above		
4	Applicable rate of Service Tax in percentage (%)				Quoted (Yes/No)	

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

(ii) pls. refer evaluation criteria explained in detail at sl.no. 15 of the Terms & Conditions

(Signature & seal of the contractor)

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)
(Signatory No.-----)

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.

Annexure-RA**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

CHECK LIST

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



NIT No. : BHEL:FIN:AC:Ind AS:2015-16 Dated 25-08-2015

BHARAT HEAVY ELECTRICALS LIMITED

PART-II PRICE BID

FOR

Appointment of Professional Consultant for Implementation of Indian Accounting Standards
(Ind AS)

TENDER NO.: BHEL:FIN:AC:Ind AS:2015-16 Dated 25-08-2015

PART-II: 'PRICE BID'

Name of Job/ services: Appointment of Professional Consultant for Implementation of Indian Accounting Standards (Ind AS)

TENDER NO.: BHEL:FIN:AC:Ind AS Dated 25-08-2015

		Unit	Quantity	Rate per Unit	Amount (Rs.)	Rupees in words
1	Lump sum price for Part A of 'Scope of Work'	Lump sum	1			
2	Per quarter price for Part B of 'Scope of Work'	Per quarter	6	Price per quarter is 2.50% of lump sum Amount of Part A at sl.no.1 above		
3	Training per session for Part C of 'Scope of Work'	Per Session	7	Price per session is 6.00% of lump sum Amount of Part A at sl.no.1 above		
4	Applicable rate of Service Tax in percentage (%)					

Note : (i) pls. refer evaluation criteria explained in detail at sl.no. 15 of the Terms & Conditions

(Signature & seal of the contractor)