

## **TENDER CONDITIONS**

### **1) Definitions**

- |                            |   |   |
|----------------------------|---|---|
| 1.1. Contractee – BHEL/BAP | - | Bharat Heavy Electricals Limited,<br>Boiler Auxiliaries Plant,<br>Indira Gandhi Industrial Complex,<br>Ranipet-632 406.   |
| 1.2. Contracting Officer   | - | Sri K.R.Mohan<br>AGM / Commercial<br>Bharat Heavy Electricals Limited,<br>Boiler Auxiliaries Plant,<br>Indira Gandhi Industrial Complex,<br>Ranipet-632 406.<br>Phone : 04172-254685<br>Fax : 04172 -241158<br>Cell : 9442175367<br>E-Mail : <a href="mailto:krm@bhelrpt.co.in">krm@bhelrpt.co.in</a><br><a href="mailto:vnathan@bhelrpt.co.in">vnathan@bhelrpt.co.in</a><br><a href="mailto:rptfinst@bhelrpt.co.in">rptfinst@bhelrpt.co.in</a> |
| 1.3. Forms                 | - | Concessional Forms provided under<br>Central Sales Tax 1956/Other Local<br>VAT act of various States.   |
| 1.4. Customers             | - | BHEL's Customers with whom<br>BHEL entered into agreement for<br>Design, Engineering, Manufacture &<br>Supply of Boiler Auxiliaries. The<br>Statewise list of customers & their<br>Address is enclosed in the<br>annexure-1. Tenders are requested<br>to take note of the location of the<br>various customers for the purpose of<br>estimating the cost of collection of<br>concessional forms.  |

- 1.5. CST & TIN Registration of BAP - BHEL's Registration No. under CST act 1956 and Tamilnadu VAT Act 2007.  
CST Registration No. 239383  
TIN No. under TN VAT 33243560005
- 1.6. Contracter - The person/Firm on whom order has been placed by the Contracting officer for collection of C-forms from customer.
- 1.7. Listed Amount - Sum of invoice value for which concessional forms to be issued by the customers. The sum may be pertain to one or more than one year for any or all customers. (Refer Annexure-2)
- 1.8. Plan for Collection - The plan after prioritization provided by the contracting officer to the party to enable to attend the collection of concessional forms as per plan for collection. (Refer Annexure-4)
- 1.9. List of Documents - Annexure – A : Rate Schedule  
Annexure – B : Feed back report  
Annexure – 1 : Customer List  
Annexure – 2 : Listed Amount  
Annexure – 3 : Authorisation Letter  
Annexure – 4 : Plan of Collection

## 2) Scope of services

1. Co-ordination with contracting officer at BHEL.
2. Co-ordination with customers of BHEL as advised by contracting officer at BHEL.
3. Collection of C-forms for **listed amount (Annexure-2)** from the **listed customers (Annexure-1)** of BHEL as advised by the Contracting officer of BHEL.
4. To act as an agent of BHEL only for collection of sales tax concessional forms from BHEL customers.
5. To collect the forms as per the provisions of CST Act 1956 and other local sales tax/VAT Act.
6. Each concessional forms collected shall have the annexure listing out the invoices of BHEL duly signed by authorized issuing officer of customers.
7. Handing over of the collected C-forms to the Contracting officer of BHEL under acknowledgement.
8. Monthly feed back report to the contracting officer of BHEL immediately after visiting BHEL customers. The report to contain details as per Annexure- 'B'.
9. Collection of C-form quarterwise – for every billing quarter namely Jan to march C-form to be collected before the end of April to June.
10. Priority of collection to be given to oldest forms. Please see the conditions attached for collection of oldest forms.
11. The Contractor shall arrange their own mode of transport or communication with BHEL customers.

## 3) Handling of BHEL Documents

Contractee will submit the following documents to the contractor only for the limited purpose of collection of forms and the contractor shall not use the same for any other purpose. He shall not divulge the information without the authorization of the contracting officer in writing. Immediately on collection of forms the same shall be handedover in toto to the Contracting officer under acknowledgement.

- a) Invoice copies if demanded by the customer.
- b) Quaterly statements
- c) Authorisation letter as per the format –ANNEXURE-3
- d) Contracting persons at customers end.
- e) Payment details of the customer if required.

To facilitate the time bound collection of forms a **PLAN FOR COLLECTION** as per ANNEXURE-4 is enclosed. The contractee shall take all steps to adhere to the plan so as to enable BHEL to submit the form to the assessing authorities in time.

#### **4) CONTRACTORS CREDENTIALS**

1. The parties interested shall be any one of the following
  - a) Any Chartered Accountant firm
  - b) Any Cost accountant firm
  - c) Any practicing Company Secretaries firm
  - d) Any Law firms
  - e) Any Tax consultants with organized setup
  - f) Any Chartered Engineers firm with required organizational setup.
2. The Parties shall have Service Tax Registration. Copy of the Service tax registration and PAN No. shall be annexed to the offer.
3. The experience if any to the interested parties in collection of Reputed Public And Private Sectors shall have an added advantage. The list of such contracts executed by the any party shall be forwarded along with quotations.

#### **5) INTER FACE ISSUES**

The contractor shall intimate to the Contracting officer through feed back report immediately on meeting the customer for resolution of any interface issues from BHEL end.

Based on the feed back (Refer Annexure-B) from the Contracting officer, the contractor shall attempt to collect forms within reasonable time.

The contractor shall desist from dealing in unauthorised issues with BHEL customers.

The contractor shall take into account all the inter-related issues, while submitting offer, involved right from the receipt of invoices for any particular customer for which concessional forms are to be obtained, call on the customer, co-ordination with the customer, collection of forms, incurring of out of pocket expenses including traveling, boarding, etc., Any additional compensation will not be admitted separately.

#### **6) LOST FORMS**

The contractor is also to collect the duplicate forms which have been said to be lost by submitting the required Indemnity Bond/FIR copy/Press advertisement by BHEL if required by the customer. On request the indemnity bond will be arranged by BHEL or by contractor on behalf of BHEL.

## **7) PAYMENT**

The professional fee payable by the contractee to the contractor for the scope of service is firm and all inclusive through out the contract period and no variation of whatsoever in nature is payable as extra by BHEL. The professional fee shall be quoted as a percentage of total value of forms for any pay by period. If customers forwarded the forms directly to BHEL as a result of follow up by the contractor evidenced by documents in support of the contractor then BHEL will honour the bills for professional fees of the contractor for such claim. The claim shall be made to the Contracting officer in triplicate with list of forms collected and submitted under acknowledgement. The rate is exclusive of applicable service tax if any and the reimbursement of the same at actual is subject to the submission of service tax invoice and proof of payment of service tax.

The payment will be made by electronic transfer to the account of the contractor by contractee once a month based on submission of a) copy of C-forms collected from customer b) copy of acknowledgement given by Contracting officer. No advance will be given by BHEL. No reimbursement of out of pocket expenses of whatsoever in nature by BHEL.

## **8) LIABILITY CLAUSE**

The forms collected from the customers are property of contractee and the same should be held by the contractor as a bailee with utmost care till the submission to the contractee under acknowledgement. Any financial implication on account of unauthorized/illegal use by the contractor is to the contractor's account. The party to whom order is placed by BHEL, shall take the entire responsibility for safe travel of their personnel. Suitable insurance cover if required will be the responsibility of the Contractor and any expenditure on their account to be included in the rate. BHEL is not responsible for any liability of whatsoever in nature encountered in the process of collection.

## **9) SECURITY DEPOSIT**

5% of the each bill will be withheld till the completion of the collection of forms and will be released on its completion.

## **10) TENDER SUBMISSION**

The interested Parties shall submit their tender to the Contracting Officer in sealed cover by filling up the Rate schedule (Ref Annexure A) on or before 14 hours either in person or through RPAD by duly superscribing the Tender Enquiry No on the left hand corner of the Tender Cover. Any tender received after the time indicated above shall be summarily rejected. No canvassing of any nature is entertained. The offer shall be without overtyping or writing.

## **11) Splitting Up of the Order.**

BHEL has the right to split the order on more than one party due to exigency of the work and such split is the discretionary decision of BHEL.

## **12) Contract Period**

Contract period is six months from the date of ordering or date of completion of collection of forms as per Listed Amount whichever is earlier.

## **13) Bonus Clause**

Collection of C-forms in respect of period prior to 2006-07 entitled 5% Bonus. The bonus will be calculated in addition to the contracted percentage. In case of non-collection of forms pertaining to the period prior to 2006-07, the security deposit recovered will not be refunded. However minimum of 80% of old forms to be collected to consider for Bonus and refund of security deposit. Bonus payable will be released at the end of the contract along with security deposit.

## **14) Earnest Money Deposit:**

The earnest money deposit shall be in the form of Demand Draft in favour of "Bharat Heavy Electricals Limited, payable at Ranipet 632406" through any nationalized Bank.

**ANNEXURE – A of Enquiry No.**

DESCRIPTION	RATE	REMARKS
Firm Professional fee payable for collection of concessional form under CST ACT / VAT ACT of various States in respect of listed amount (as per Annexure-2) raised by BHEL-Ranipet on its customers as per Annexure-1. The rate shall be quoted as a % of the value of the forms collected. The value of the form means basic value (100%) + Excise Duty charged by BHEL. The rate quoted in any other form other than the fixed % as explained above is not acceptable. While offering rate, the party shall consider all out of pocket expenditure. Rate shall not be quoted with price variation clause. No rate shall contain clause for reimbursement of expenditure of any nature at actuals.		

**Signature of the Contractor**

**ANNEXURE-B**

**FEED BACK REPORT**

Report No. :

Report Date :

Customer met	Potential	C-Form amt collected	Remarks

Addressed to :

Sri K.R.Mohan  
AGM / Commercial  
Bharat Heavy Electricals Limited,  
Boiler Auxiliaries Plant,  
Indira Gandhi Industrial Complex,  
Ranipet-632 406.  
Phone : 04172-254685 & 242397  
Fax : 04172 -241158  
Cell : 9442175367  
E-Mail : [krm@bhelrpt.co.in](mailto:krm@bhelrpt.co.in)  
[vnathan@bhelrpt.co.in](mailto:vnathan@bhelrpt.co.in)  
[rptfinst@bhelrpt.co.in](mailto:rptfinst@bhelrpt.co.in)



**ANNEXURE – 3**

**LETTER OF AUTHORITY**

This is to certify that M/s. **AGENCY NAME & ADDRESS** is authorised to collect Sales Tax declaration forms on behalf of Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet-632 406.

M/s **AGENCY NAME** and their representatives are authorized to sign letters on behalf of BHEL, Ranipet for having received the sales tax declaration forms from BHEL, Ranipet customers.

For Bharat Heavy Electricals Ltd, Ranipet