

TENDER CONDITIONS

1) Definitions

- 1.1. Contractee – BHEL/BAP - Bharat Heavy Electricals Limited,
Boiler Auxiliaries Plant,
Indira Gandhi Industrial Complex,
Ranipet-632 406.
- 1.2. Contracting Officer - Sri S. Srinivasan
AGM / Commercial
Bharat Heavy Electricals Limited,
Boiler Auxiliaries Plant,
Indira Gandhi Industrial Complex,
Ranipet-632 406.
Phone : 04172-254587
Fax : 04172 -241158
Cell : 9443700761
E-Mail :ssrini@bhelrpt.co.in
smsamy@bhelrpt.co.in
rptfinst@bhelrpt.co.in
- 1.3. Forms & Certificates Concessional Forms / certificates
provided
under Central Sales
Tax 1956/Other Local
VAT act of various States.
- 1.4. Customers - BHEL's Customers with whom
BHEL entered into agreement for
Design, Engineering, Manufacture &
Supply of Boiler Auxiliaries. The
State-wise list of customers & their
Address is enclosed in the
annexure-1. Tenderers are requested
to take note of the location of the
various customers for the purpose of
estimating the cost of collection of
concessional forms.

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| 1.5. CST & TIN Registration of Contractee | - 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. Contractor | - 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 & certificates 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 & certificates as per plan for collection. (Refer Annexure-4) |
| 1.9. List of Documents | - Annexure – A : Rate Schedule
Annexure – B : Feed back report
Annexure -- C : E.M.D Details
Annexure – 1 : Customer List
Annexure – 2 : Listed Amount
Annexure – 3 : Authorization Letter
Annexure – 4 : Plan of Collection |
| 1.10. Web hosting | - The tender will be hosted in BHEL Web site. Any corrigendum to the Tender will also be hosted only thro' Web. No individual communication Is envisaged. |

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 & certificates from BHEL customers.
5. To collect the forms & certificates as per the provisions of CST Act 1956 and other local sales tax/VAT Act.
6. Each concessional form / certificate 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 / certificates 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 quarter wise – for every billing quarter namely Jan to march C-form to be collected before the end of April to June. The collection of certificate as per the terms and conditions of the VAT Act of the respective State.
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 certificates 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 handed over to the Contracting officer under acknowledgement.

- a) Invoice copies if demanded by the customer.
- b) Quarterly statements
- c) Authorization 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. Since concessional forms and certificates are very important documents in the assessment of sales tax of BHEL, collection and handing over, demands a “Secrecy Agreement” to be entered in to by the successful Tenderer in the format to be provided by the Contracting Officer.

The scope of work shall not be sub delegated to any person without the written permission of the Contracting Officer.

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.
 - g) Existing contractors and parties technically accepted in earlier tenders in collection of C-Form by BHEL, Ranipet or other units of BHEL.
2. The Parties should 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 involving /dealing in un authorized issues/matters 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 / certificates are to be obtained, call on the customer, co-ordination with the customer, collection of forms / certificates, incurring of out of pocket expenses including traveling, boarding, etc., Any additional compensation will not be admitted separately. No advance will be given by BHEL. No reimbursement of out of pocket expenses of whatsoever in nature by BHEL.

6) LOST FORMS

The contractor is also to collect the duplicate forms which have been said to be lost at BHEL end by submitting the required Indemnity Bond/FIR copy/Press advertisement as required. Required press advertisement will be in the scope of BHEL. In case of loss of forms by the contractor, the same should be intimated to the contracting officer

immediately for remedial measures at no extra cost to BHEL. The payment to such collection of duplicate forms will be withheld by BHEL and will be released on receipt of duplicate forms duly issued by the customer. On request the indemnity bond will be arranged by BHEL or by contractor on behalf of BHEL after due authorization..

7) PAYMENT

The professional fee payable by the contractee to the contractor for the scope of service is firm during the tenure of the contract and all inclusive **except applicable Service Tax**. No variation of professional fee of whatsoever in nature is payable as extra by BHEL. The Contractor shall submit copy of the Service Tax Registration. The service tax shall be reimbursed against Service Tax invoice as per existing applicable law.

The professional fee shall be quoted as a percentage of total value of forms.

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 honor the bills for professional fees of the contractor for such claim however subject to certification by the contracting officer whose decision will be final and binding on the contractor.

If a composite C-Form is caused to be collected in respect of single TIN No. then the contractor is entitled to professional fee only for the invoices pertaining to BAP. In case of handing over of common C-Form to the Sales Tax Section of BHEL, Trichy / Ranipet, who is the nodal agency for Sales Tax to BHEL, Ranipet, then the claim shall have copy of the composite C-Form collected and acknowledgement for due handing over to BHEL, Trichy. In the case of collection of composite C-Forms, payment will be released only in respect of C-Forms included in the Annexure-2.

The claim shall be made to the Contracting officer in triplicate with list of original forms collected 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 in a month based on submission of a) copy of C-forms collected from customer b) copy of acknowledgement given by Contracting officer / authorized representative of Sales Tax Section of Finance Dept.

8) LIABILITY CLAUSE

The forms collected from the customers are the property of contractee only 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 without prejudice

to other legal remedies available to BHEL.. The party to whom order is placed by BHEL, shall take the full responsibility for safe travel of their personnel. Suitable insurance cover has to be taken by the contractor and expenditure on this account is to contractor's account. BHEL is not responsible for any liability of whatsoever in nature encountered in the process of forms & certificates collection.

9) SECURITY DEPOSIT

10% of the each bill will be withheld till the completion of the collection of forms and will be released on completion of the scope of work to the satisfaction of BHEL.

10. PENALTY

5% of the professional fee payable will be levied as penalty for delayed submission of forms to the contracting officer. Collected forms should be submitted within two weeks from the date of issue by the customer / collection from the customer. In case of any amendment for which C-Form issued was called back by the customer then reissue/collected date shall be taken for the purpose of calculating the delay.

11) TENDER SUBMISSION & OPENING

The interested Parties shall submit their tender to the Contracting Officer in sealed cover in two parts. The first part viz. the technical part shall contain applicable EMD, unconditional acceptance for terms and conditions, no deviation report, evidence for statutory registrations, proof for qualification criteria, copy of service tax registration, PAN proof and signed un priced price schedule(for accepting annexure A). In addition the Tenderer's Authorized person name, cell number, land line number and fax no shall also to be indicated for quick contact. The second part viz. the price bid shall also be submitted in a separate sealed cover as per tender conditions. The price bid of the technically accepted vendor will only be opened on the appointed date will be intimated by the contracting officer separately for further evaluation.

Pre-bid meeting if required by the vendors to understand the terms of the tender clearly, the same shall be arranged by the contracting officer.

Both first part & second part of the tender shall be put in a single cover duly sealed and to be submitted to the Contracting Officer on or before 14.30 hours of 05.10.2010 through RPAD by duly superscribing the Tender Enquiry No. on the left hand corner of the Tender Cover.

Any tender received after the appointed time shall be summarily rejected. No canvassing of any nature is entertained. The offer shall be without overtyping or writing. Any tender submitted without prescribed EMD amount is liable for rejection at the discretion of

BHEL. The terms for submission of EMD is enclosed in the Annexure C.

Withdrawal from the tender once submitted is not acceptable. In case of such eventuality or non-commencement of work immediately from the date of LETTER OF AUTHORITY will result in forfeiture of EMD paid in favour of BHEL. The successful tenderer's EMD will be converted as security deposit and will be released after successful completion of the contract.

The technical part of the tender will be opened on 05.10.2010 at 14.30 hrs. at the Office of the Contracting Officer. The price bid opening of the technically qualified tenderers will be intimated in writing by the Contracting Officer. Vendor who choose to be present may attend the tender opening.

12) 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 at the discretion of BHEL.

13) Contract Period & Liquidate damages

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

Time is the essence of the contract. In case of non-collection of C-Forms within the contract period, liquidate damages at the rate of 10% of professional fee payable on undelivered portion of the contract will be levied.
