

BHARAT HEAVY ELECTRICALS LIMITED



**TENDER SPECIFICATION
FOR**

Hiring of Agency for Tax compliances related to Dividend Payment by Company

Tender No: BHEL:CO: FIN: TAX: DIV 22-23

VOLUME – I

TECHNO-COMMERCIAL BID

**BHARAT HEAVY ELECTRICALS LTD.
CORPORATE FINANCE DEPARTMENT
BHEL HOUSE, SIRI FORT
NEW DELHI – 110 049.**

DATE OF SUBMITTING OF BID – 16:00 Hours on 12-08-2022

DATE OF OPENING OF TECHNO-COMMERCIAL BID – 16:30 Hours on 12-08-2022

PLACE OF BID OPENING: BHEL HOUSE, SIRIFORT, NEW DELHI



Tender No: BHEL:CO: FIN: TAX: DIV 22-23
Date: 09-08-2022



BHARAT HEAVY ELECTRICALS LTD.
(A Government of India Undertaking)
CORPORATE FINANCE DEPARTMENT
BHEL HOUSE, SIRI FORT
NEW DELHI – 110 049.

By Courier / Hand/ Regd. Post

LETTER INVITING TENDER

REF: BHEL:CO: FIN: TAX: DIV 22-23
Date: 09-08-2022

To

M/s Alankit Assignments Limited
(CIN : U74210DL1991PLC042569)
Alankit House, 4E/2 Jhandewalan Extension
New Delhi - 110055

Subject: Hiring of Agency for Tax compliances related to Dividend Payment by Company

Dear Sirs,

Sealed tender is invited in two-bid system where Part-I shall form the **Techno-Commercial Bid** and Part-II shall form the **Price Bid**. A set of tender documents is enclosed for submission of your most competitive offer as well as for the information asked for in the tender specifications, to the undersigned, **latest by 16:00 Hrs on 12-08-2022. Techno-Commercial Bid shall be opened at 16:30 hrs on the same day** in presence of tenderer who may like to be present at that time. In case the bidder submits the bid before the due date, the bid may be opened on the same day. Bidder may be called for technical discussions, if so required, before price-bid opening. They are requested to keep in touch with BHEL for knowing the date and time of Price Bid opening. **In case there is no deviation, Price Bid will be opened immediately after opening of the Techno-Commercial bid.** Otherwise, the date of opening of the Price Bid will be intimated subsequently.

BHEL reserves the right to accept or reject the tender without assigning any reason whatsoever.



The bidder to also note the following:

- a) The rates should be quoted exclusive of GST.
- b) No subsequent increase in rates will be allowed under any circumstances.
- c) Secrecy of BHEL information / documents has to be ensured at all times.
- d) Guidelines issued by SEBI/CBDT/RBI/MCA or any other statutory provisions from time to time with regard to tax compliances for dividend payment shall be automatically applicable to this contract to the extent they are applicable on BHEL.
- e) Unsolicited Price bid shall not be entertained.
- f) In case two provisions to the tender are considered to be contradictory, BHEL's decision in this respect will be final.
- g) The offer of the Bidder shall have to be kept valid for a period of 1 (one) month from the date of opening of Techno Commercial bid.
- h) For the sake of understanding it is clarified that the contents of the Letter Inviting Tender are part of the tender terms and conditions.

Thanking you,

Yours Sincerely

Sunita Sajani

for & on behalf of BHEL
AGM (Finance)

Encl: One set of documents



SECTION - I

GENERAL INSTRUCTIONS TO TENDERER

- 1 This tender, shall be duly signed & stamped on each page and sent in a sealed cover as a part of Techno-Commercial Bid.
- 2 Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
- 3 The tender is invited from M/s Alankit Assignments Limited (CIN: U74210DL1991PLC042569, Address: Alankit House, 4E/2 Jhandewalan Extension, New Delhi – 110055) on Single Tender basis. No tender will be accepted from other bidders.

4 MARKING OF ENVELOPES

The tender should be submitted in Separate sealed cover for Techno-Commercial / Price Bids as follows:

Envelope 1: "TECHNO-COMMERCIAL BID FOR Hiring of Agency for Tax compliances related to Dividend Payment"

Envelope 2: "PRICE BID FOR Hiring of Agency for Tax compliances related to Dividend Payment"

These envelopes will be put in a larger envelope superscribing on this envelope "Techno-Commercial and Price Bids for Hiring of Agency for Tax compliance related to Dividend Payment"

Tender No. and Due date of Tender Opening also must be superscribed on all the envelopes containing Bids/Tenders.

5 BID SUBMISSION

The bids shall be addressed to the below mentioned addressee and shall be submitted/dropped in the Tender box placed at the 5th Floor of BHEL House, Siri Fort, New Delhi:

AGM (Finance)
BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE TAXATION
5th FLOOR, CORPORATE OFFICE
SIRI FORT, NEW DELHI- 110049.
Phone No. 011- 66337250, 66337584
e-mail: kalpak@bhel.in ; sunitasajnani@bhel.in;



- 6 Clarifications, if any, on the tender shall be sought by bidder on or before 10/08/2022. Contact details are as follows:
- Phone No. +91 11 66337584, 66337295
E-mail: kalpak@bhel.in; kumarashish@bhel.in;
- 7 Bid/tender may be sent by "COURIER / REGISTERED POST / BY PERSONAL REPRESENTATIVE" with adequate allowance for any delivery delays. The bids shall be addressed to AGM (Finance), and shall be submitted/dropped in the Tender box placed at the 5th Floor, BHEL House, Siri Fort, New Delhi. The tenders received after the Due Date and time of Submission are liable to be rejected
7. Tender shall be opened at the time and date as specified in the tender notice in the presence of Bidder or its authorized representatives who may choose to be present.
8. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification, failing which the tender is liable to be rejected.
9. The bidder shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS
10. The bidder shall quote the rates both in English words as well as in Figures.
- a) 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 be corrected accordingly
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder 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 BHEL, the bid is liable to be ignored.
11. All corrections and insertions shall be duly counter-signed by the authorized signatory of the bidder. The Bidder shall closely peruse all the clauses and specifications indicated in the Tender Documents before quoting.



12. The Bidder should accept all terms & conditions of the tender unconditionally. Tenders with deviation from terms and conditions are likely to be rejected.
13. **DOCUMENTS TO BE SUBMITTED IN TECHNO-COMMERCIAL BID:**
(i) No Deviation Certificate / Certificate of Acceptance of Terms and Conditions – Annexure I
(ii) Bidder Details- Annexure II

The following documents are also to be annexed as part of the Techno-Commercial Bid:

- (a) Original tender document to be signed and returned as a token of acceptance of the tender conditions.
(b) Valid Power of Attorney
14. The bidder will be liable to meet all requirements of the SEBI/CBDT/RBI/MCA inclusive of penalties arising out of violations (if any), committed by the bidder prior to / during / after the commencement / expiry of this contract and BHEL in no way will be responsible for such violations.
15. **VAILIDITY OF OFFER:**
THE OFFER SUBMITTED BY THE BIDDER SHALL BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF ONE MONTH FROM THE DATE OF OPENING OF TECHNO COMMERCIAL BID.
16. **STEPS IN THE PROCESS OF THE TENDER BY BHEL**
(i) **Technical Qualification:** As a first step of evaluation process, Techno-Commercial bid of bidder shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents. If required, bidder shall be called for technical discussions.
(ii) Issue of clarifications, if applicable
(iii) Opening of price bid
17. **AUTHORISATION AND ATTESTATION:**
Tenders shall be signed by persons duly authorized / empowered to do so. A copy of the Power of Attorney shall also be attached.



SECTION II

GENERAL CONDITIONS OF THE CONTRACT

1. 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.

2. DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL BIDDER: In addition to other requisite documents, the Contact details of dealing persons shall also be submitted by the successful bidder

3. FORMATION OF CONTRACT:

All the documents issued by BHEL as well as accepted by it upto the stage of award will form part of the contract. Some of the examples are: Tender Document, Techno-Commercial./ Price Bid, MOM, MOU, No Deviation Certificate etc.

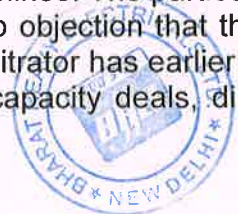
4. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this tender / contract without entitling the bidder to any compensation. In case, due to any of the reasons / causes mentioned below, BHEL shall have the right to decide to cancel the tender/contract:

1. 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.
2. 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
3. BHEL retains the right to get the contract serviced through another agency/contractor in the event of poor servicing of the contract.
4. If the entire work is not carried out under the directions and to the satisfaction of BHEL.
5. The acceptance or non-acceptance of tender will entirely rest at the sole discretion of BHEL and does not bind BHEL to accept the tender or reject the tender without assigning any reasons whatsoever. The decision of BHEL in this regard shall be final.

5. ARBITRATION

5.1 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for any dispute. Any dispute between the parties to the contract arising out of or in relation to the contract other than those for which the decision of the official or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party be referred to sole arbitration of the General Manager or his nominee. The parties to the contract understand and agree that they will have no objection that the General Manager 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.

- 5.2 In the event of the Arbitrator dying, 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 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.
- 5.3 The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.
- 5.4 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.
- 5.5 All the above clauses will apply to the extent and in the manner that is commensurate with the Arbitration Act.
- 5.6 The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

6. FRAUD PREVENTION:

The bidder along with its associates/ 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 BHEL management about any fraud or suspected fraud as soon as it comes to their notice.



SECTION III

SPECIAL CONDITIONS OF THE CONTRACT

1.0 Scope of Work (SOW)

A. Communication to shareholders regarding deduction of tax at source on dividend

1. Finalization of communication to shareholders regarding deduction of tax at source on dividend in consultation with BHEL
2. Providing appropriate platform facilitating shareholders to submit relevant documents regarding TDS deduction (viz. Form 15G/15H, TRC, Form 10F etc.)

B. Verification and record keeping of documents submitted by Resident Shareholders

1. Verification of Form 15G/15H/ Certificates u/s 197 of IT Act etc. submitted by shareholders for eligibility as per statutory provisions w.r.t. relief in TDS deduction.
2. Verification of exemption/ lower deduction documents submitted by person other than individual such as Insurance Co., Mutual Fund etc.
3. Arranging the documents received in regard thereof through proper sequencing to enable review at BHEL end and for future retrieval purpose.
4. Handing over of data/arranged documents in the format provided by BHEL
5. Determination of TDS based on the verified documents submitted by the eligible shareholders as per the extant provisions of the IT Act.

C. Verification and record keeping of documents submitted by Foreign /NRI shareholders

1. Verification of TRC, Form 10F, self-declaration etc. submitted by Foreign /NRI Shareholders
2. Computing TDS while considering the above documents submitted by shareholders as per eligibility under respective DTAA and Income Tax provisions.
3. Arranging the documents received in regard thereof through proper sequencing to enable review at BHEL end and for future retrieval purpose.
4. Handing over of data/arranged documents in the format provided by BHEL
5. Determination of TDS on the basis of verified documents submitted by the eligible shareholders as per the extant provisions of the IT Act.

D. Filing of Form 15CA/15CB

1. Generating Form 15CA/15CB (as applicable) and filing thereof as per extant provisions of Income Tax Act.
2. Updation of Form 15CA/15CB acknowledgement number against each applicable records of Foreign/NRI shareholders.
3. Handing over of data/arranged documents in the format provided by BHEL



E. Verification for Specified person u/s 206AA/206A

1. Verification of PANs to identify specified persons falling under the provisions of section 206AA/206AB of IT Act.
2. Determination of TDS based on applicability of above provisions on shareholders
3. Maintaining the data of shareholders in respect of which TDS has been deducted as per section 206AA/206AB.
4. **Timely submission of Dividend Master File (net of TDS) to BHEL and ensuring BHEL's approval before forwarding the Dividend Master File to the banker.**

F. TDS Return filing/Providing data in format for 26Q and 27Q

1. Sharing of Data for TDS Return filing in the format provided for review by BHEL.
2. Filing of TDS Return as per date schedule provided by the company
3. Rectification/Correction in case of mismatch of data/ defaults generated
4. Backup data of Return filed along with Rectifications/ Corrections to be shared with BHEL

G. Generation and Dispatch of TDS Certificates to shareholders

1. Generation and dispatch of TDS Certificates through mail to shareholders with copy to BHEL. In cases where email ids of shareholders are not available, TDS Certificates are to be dispatched in physical form.
2. Backup data of mail sent and proof of hard copy dispatch to shareholders to be shared with BHEL for future reference.
3. Printing, Stationery and Handling of TDS Certificates dispatched in physical form to shareholders shall be in the scope of Tenderer.
4. Postage charges for dispatch of TDS Certificates via registered post /speed post as decided by BHEL shall be reimbursed on Actual basis.

H. Filing of SFT

1. SFT (i.e. Form 61A) to be filed annually by the company on or before 31st May immediately following the financial year in which dividends are paid.
2. Preparation of data for filing SFT in required statutory formats and sharing of the same with BHEL for review.
3. Providing support services for e-filing of SFT as per date schedule finalized by BHEL.
4. Filing of SFT (i.e. Form 61A) as per date schedule provided by the company

I. General

1. All the data including documents furnished by shareholders to be shared with BHEL in formats specified by BHEL
2. Reply/ resolution of Queries if any raised by shareholders or any Statutory Authority regarding TDS/ Dividend in time bound manner.



3. Support services wherever required for completion of above activities shall be provided by RTA.
4. Any other tax compliance related to TDS/ Dividend not included above shall also be in the scope of work of RTA. No separate payment shall be made for the same other than the price quoted by the bidder at the time of tender.
5. Above scope of work is with respect to the event of dividend payment proposed in Sep-22/Oct -22. For any other future event of declaration & payment of dividend, above scope of work may be modified considering any changes in the regulatory/statutory requirement applicable during the period.

Note: Scope of work in SI No. (A), (B) and (C) are already covered in the existing Service Level Agreement (SLA) of RTA (i.e. M/s Alankit Assignments Limited) with BHEL and are mentioned in this tender to give clarity regarding detailed activities for tax compliances on dividend payment.

Therefore, Price for this tender shall be quoted after excluding the portion of Scope of Work already included in the existing contract of RTA with BHEL.

2.0 'Schedule for Date of Completion' for event of Dividend Payment proposed in Sep-22/Oct-22

S No.	Activities for Compliances on Dividend Payment	Schedule Date of Completion
1.0	Finalization of communication to shareholders regarding deduction of tax at source on dividend in consultation with BHEL	<u>25.08.2022</u>
2.0	Intimating Shareholders regarding Dividend distribution and submission of relevant documents for TDS on dividend. (The communication will be sent to the shareholders as a link with the notice of AGM)	<u>First Week of September 2022</u>
3.0	Record Date	<u>16.09.2022</u>
4.0	Last Date for submission of Documents (i.e. Form 15G/15H, TRC etc.) by Shareholders	<u>18.09.2022</u>
5.0	RTA to share Final Dividend Master File and TDS final working after considering the verified documents received from the shareholders regarding lower deduction/exemption and scanned copy of documents with proper sequencing.	<u>23.09.2022</u>
6.0	Generation and Filing of Form 15CA/CB	<u>29.09.2022</u>
7.0	Month of Dividend Payment	<u>Oct-22 (Date of payment would be intimated later)</u>
8.0	Communication to the shareholders regarding payment of dividend including break up of TDS	<u>Within 10 days After date of Dividend payment</u>
9.0	Confirmation of the total amount of TDS to be deposited by BHEL	<u>01.10.2022</u>



10.0	Remittance of TDS by BHEL	<u>07.10.2022</u>
11.0	TDS Return Data in the TDS return format to be submitted by RTA to BHEL for review	<u>10.10.2022</u>
12.0	TDS Return Filing	<u>20.10.2022</u> (Due date <u>31.10.2022</u>)
13.0	Generation and Dispatch of TDS Certificates	<u>Within 15 days from date of TDS Return filing</u>
14.0	Data for SFT Filing to be submitted by RTA to BHEL for review	<u>15.04.2023</u>
15.0	SFT Filing	<u>30.04.2023</u> (Due date <u>31.05.2023</u>)

Note:

- (i) Above 'Schedule for Date of Completion' is tentative and may vary as per directions issued by BHEL. Compliances of statutory deadlines shall be ensured.
- (ii) Above 'Schedule for Date of Completion' is in respect of Dividend payment event proposed in Sep-22/Oct-22. For the purpose of any other future event of dividend payment during the contractual period, including the extension of the contract as envisaged in the tender, separate 'Schedule for Date of Completion' shall be issued by BHEL to RTA for compliance thereof.

3.0 Payment Terms

Sl. No.	Payment Terms	Milestone / Activity for Payment
1.	75% of the Lump-sum Price Quoted per event of dividend payment.	Payable on Completion of Activities in (A), (B), (C), (D), (E), (F) and (G) in Scope Of Work in SI No. 1.0 of SCC (Section III)
2.	25% of the Lump-sum Price Quoted per event of dividend payment.	Payable on Completion of Activities in (H) and (I) in Scope Of Work in SI No. 1.0 of SCC (Section III)

Note:

1. Scope of Work in SI No. (A), (B) and (C) of SI No. 1.0 of SCC (Section III) are indicative as these activities are already covered in the existing Service Level Agreement (SLA) of RTA (i.e. M/s Alankit Assignments Limited) with BHEL and are mentioned in this tender to give clarity regarding detailed activities for tax compliances on dividend payment.
Therefore, Price for this tender shall be quoted after excluding the portion of Scope of Work already included in the separate contract of RTA with BHEL.
2. Postage charges for dispatch of TDS Certificates via registered post /speed post as decided by BHEL shall be reimbursed on Actual basis.



4.0 Taxes & Duties

- 4.1 GST (Goods and Services Tax) as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
- 4.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor (i.e. M/s Alankit Assignments Limited). BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor (i.e. Alankit Assignments Limited).
- 4.3 Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
- 4.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 4.5 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 4.6 Contractor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. Invoice shall be payable within 30 days from submission of invoice complete in all respects.
- 4.7 Contractor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 4.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -
- Supply of goods and/or services have been received by BHEL.
 - Original Tax Invoice has been submitted to BHEL.
 - Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.



- d) In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A/2B for the month corresponding to the month of invoice.
- g) Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL
- 4.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
- 4.10 TDS as applicable under GST law shall be deducted from contractor's bill.
- 4.11 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 4.12 In case declaration of any invoice is delayed by the contractor in his GST return or any invoice is subsequently amended/altere/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
- 4.13 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
- 4.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
- 4.15 **Variation in Taxes & Duties:** Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.



4.16 **Income Tax:** TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

5.0 **Earnest Money Deposit (EMD):** NIL

6.0 **Security Deposit:** NIL

7.0 **Penalty for delay and non-compliance:**

Any penalty/interest/fee/tax etc. levied on BHEL on account of any regulatory / statutory non-compliances regarding dividend payment including tax compliances for reasons attributable to the contractor shall be recoverable from contractor. The same shall be recoverable from amount payable in this contract or any other contract of RTA with BHEL.

8.0 **Validity of Contract**

The Contract shall be initially valid for events of dividend payment occurring during the period upto 31.03.2023. Further, BHEL reserves the right to extend the contract for one year (i.e. upto 31.03.2024). For all the events of declaration & payment of dividend during the contractual period including extension of the contract as envisaged in this tender, tax compliances shall be performed by the contractor on the same terms and conditions including the rates.

9.0 **Price Bid**

Price Bid quoted under this tender is for tax compliance activities related to per event of declaration & payment of dividend. The Scope and price for any other future event of declaration & payment of dividend (Interim or Final) shall remain firm along with other terms and conditions of the contract during the contractual period including extension of the contract as envisaged in this tender.



ANNEXURE -I

NO DEVIATION CERTIFICATE / CERTIFICATE OF ACCEPTANCE OF TERMS & CONDITIONS

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender documents. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Signature and seal of the Bidder



ANNEXURE -II

BIDDER'S DETAILS

Name of Bidder/Party/ Firm	
Present status of Party (whether Individual/HUF/Partnership firm/AOP/Public Ltd. Company/ Private Ltd. Company)	
Name of Authorised Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
E-Mail Address	
Web Site Address (If Any)	
Bank Details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.

Signature and seal of the Bidder



BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATION FOR

Hiring of Agency for Tax compliance related to Dividend Payment

Tender No: BHEL:CO: FIN: TAX: DIV 22-23

VOLUME – II PRICE BID

**BHARAT HEAVY ELECTRICALS LTD.
CORPORATE FINANCE DEPARTMENT
BHEL HOUSE, SIRI FORT
NEW DELHI – 110 049.**



PRICE BID



Sl No.	Scope of Work	Price Quote Per event of dividend payment (Amount in Figures in Rs.)	Amount in Words (Rs.)
1	<p>Complete Scope of Work i.e. S. No (A) to (I) mentioned in Sl. No. 1.0 'Scope of Work' in SCC (Section III)</p> <p>(Quote- Lump sum per event of dividend payment)</p>	Rs. _____	Rs. _____
<p>Note:</p> <p>1. Scope of Work mentioned in Sl No. (A), (B) and (C) of Sl No. 1.0 'Scope of Work' in SCC (Section III) are indicative as these activities are already covered in the existing contract awarded to RTA (M/s Alankit Assignments Limited) and no separate payment shall be made under this tender.</p> <p>Price for the tender shall be quoted after excluding the portion of Scope of Work already included in the existing contract of RTA with BHEL.</p> <ul style="list-style-type: none"> ➤ Postage Charges for dispatch of TDS Certificates vide registered post / speed post as decided by BHEL shall be reimbursed on Actual basis. ➤ Price to be quoted exclusive of GST. GST shall be payable extra. 			

Signature and seal of the Bidder