



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office Of The General Manager, Telecom Factory
248 A.J.C.Bose Road, Alipore, Kolkata – 700 027

To,
M/s.

Sub: Engagement of Consultant for Central Excise & Service Tax for one year.

Dear Sirs,

Please quote your lowest rate for the engagement of Consultant for Central Excise & Service Tax for one year as per job mentioned in Annexure-1. The quotation must reach this office on or before **2.00 P.M of 18.11.2016** in a sealed cover and super scribed as **Tender No. TFAPLT160019 dated 20.10.2016 due on 18.11.2016** addressed to the General Manager, B.S.N.L. Telecom Factory, Alipore, Kolkata –700027. The tender will be **opened on 18.11.2016 at 2-30 P.M.** The conditions regulating this tender are on the reverse side of this form. Other documents such as drawing specification sheet, special condition, questionnaire etc., if any attached with this tender will also form a part of this tender. Submission of tender will bind the tendered to the acceptance of all the "**TERMS AND CONDITIONS**" specified on the reverse side of this form.

Eligibility Condition:-

1. **(a) Qualifications: Preferably practicing Central Excise Advocate or CA/ICWA/LLB/CS/ M.COM, EX-EXCISE official having required Expertise will also be considered.**
(b) Experience: Minimum 5 years in the same line, preferably in public sector undertaking, industry in repute.
2. The Consultant (Individual /Firm) should have experience in similar capacity of providing services to central Excise assessable entities, service Tax matters.
3. The Consultant (Individual /Firm) personal must possess relevant subject matter expertise backed by professional qualifications in the related field(advocate desired).
4. Price to be quoted month wise in Annexure – I. as per in Annexure-A (Scope of work).
5. Declaration regarding participation of near relatives of BSNL employees to be Submitted (duly filled up) Vide Annexure – II.
6. **PAN Card No.** should be enclosed along with the tender document.
7. **Documentary evidence :** a) **Bar council Membership Certificate/ professional certificate/ experience document should be submitted along with Tender document**
b) Minimum 5 years experience certificate in the same line, preferably in P.S.U.
8. **Contract Period:** One Year may be extended up to two years in phases at the discretion of BSNL.
9. **Quoting of Rates :-** Month wise.
10. **Payment terms :** 100% on submission of bill duly certified by SDE(Tax), T.F Alipore & payment will be made through E- Payment/RTGS . Following document should be submitted on the letter head along with the offer .a) Name & address of the Firm. b) Bank A/c. No. & Branch Code No. c) Address of the branch of Branch where account exists. d) Mode of account (saving/current) e) PAN No f) IFSC Code of the Branch g) Telephone No of the Firm.
11. The tenderers are required to submit their offer in sealed Envelop super scribing Tender No. & date.

Notes

1. Quotation on this Official Tender form should be sent in sealed cover. Quotation for different Tender No's should in no account be forwarded in the same cover. .
2. The rates quoted should be firm and open for acceptance for a minimum period of 60 days. The rates should be written both figures and words.
3. Any price variation clause governing the offer viz. Subject to mark fluctuation, etc. is not acceptable.
4. Any correction of rate etc. should in no account be made by over writing. The correction if any, should be made in ink separately under initials after scoring through the original entry.
5. Ambiguity in rates, delivery terms of the specification of stores, etc. will make the offer invalid.
6. Tenderer may be present at the time of opening tenders, if desired.

Signature of the tenderer with seal.

For General Manager,
Telecom Factory, Kolkata-700027

TERMS AND CONDITIONS

1. Tender fee : Rs.100/-
2. Earnest Money Rs. 2000/- is required to be furnished with this tender in the shape of Pay Order/Demand Draft drawn in favour of **AO (Cash), BSNL , Telecom Factory, Alipore, Kolkata-700027** failing which the tender is liable for rejection. Cheques are not accepted against Earnest Money Deposit. EMD will be retained as Performance Security Deposit against successful tenderer.
3. The successful bidder has to furnish performance security deposit of 5% of purchase order value in the form of DD/Pay order drawn in favour of Sr.AO (Cash), BSNL, Telecom Factory, Kolkata-27.If the successful tenderer is not able to execute the job as per schedule of the order, purchaser reserve the right to cancel the order and forfeit the Performance Security Deposit paid against vendor registration (PSD) .
4. Wherever any claim for the payment of a sum of money arises out of or under this contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating, in part or whole the PSD of the contractor, and to sell any Government Promissory Notes etc. Forming the whole or part of such security, in the event of the Security being insufficient or if no security has been taken from the contractor then the balance or total sum recoverable as the case may be, shall be deducted from a sum then due or which at any time there after may become due to the contractor under this or any other person or persons.
5. Full payment will be made on receipt of certificate of completion of service from concern section in charge, advance payment is not permissible.
6. The General Manager, Telecom Factory, Kolkata reserves the right to extended the contract up to two years in phases at the discretion of BSNL on the successful bidder.
7. In the event of any question, dispute arising under these conditions or any special conditions in connection with this contract the same will be re-offered to the sole arbitration of the GM,TF,Kol.-13 or some other person appointed by him. There will be no objection that Arbitrator is a Govt. Servant that he was to deal with the matter to which the contract relates of that in course of his duties as a Govt. servant and expressed view on all or any of the matters in dispute. The award of the Arbitrator shall be final and binding on the parties of the contract.
8. The consignee i.e. BSNL, Telecom Factory, 248, A.J.C. Bose Telecom Factory, Kolkata-700027 or his authorized representative on behalf of the Purchaser i.e. BSNL reserved the right to reject any or all tenders in part or, in full without assigning any reason whatsoever.
9. The offer when accepted will constitute a binding on the bidder to work for the period specified in the order.

Signature of the Tenderer with seal.

For General Manager,
Telecom Factory, Kolkata-700027

ANNEXURE – I

Tender No: TFAPLT160019. dated: -.20.10.2016.

Address : -

PRICE SCHEDULE

Sl. No	Description of Work	Quantity/Period	Consultancy Rate for Central Excise Matter per month Rs.	Consultancy Rate for Service Tax matter per month Rs.	Total value per month Rs.	Total value for one year (Including of all charges)
1	2	3	4	5	6	7
	Annual Consultancy Contract for “Engagement of Consultant for Central Excise & Service Tax matter” at T.F. Alipore, Kolkata-27. Scope of Work : Details in Annexure-A attached herewith	For one year				

Note :- Ranking of the bidders shall be based on the total value.

(Signature of the Authorized Signatory with seal)



ANNEXURE-A

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office Of The General Manager,

TELECOM FACTORY,

248, A. J. C. Bose Road, Alipore, Kolkata – 700 027.

Consultant for Central Excise & Service Tax matters for a period of One year from issue of the PO Date.

File No.TFAPLT160019 Dt.20.10.2016.

The scope of works are as mentioned below:

1. To advise G.M.T.F. Alipore or his representative in Central Excise & Service Tax matters as retainer (Part Time).
2. The retainer ship will include to advise in Central Excise & Service Tax Matters over phone also, as and when required.
3. To keep T.F Alipore management abreast with updated Board's circular and instructions.
4. Help in maintaining all Central Excise & Service Tax Registers up to date.
5. The retainer ship will also include :-
 - (a) Drafting Technical correspondences with the Excise department.
 - (b) Reply to show cause notice issued by the Department of Commissioner of Central Excise & Service Tax.
 - (c) Drafting appeal and stay petition to Commissioner (Appeal) Central Excise & Service Tax, Kolkata.
 - (d) Appearance for personal hearing up to level of Commissioner (Appeal).
6. To assist the management of T.F Alipore in all Central Excise & Service Tax Matters.
7. To appear before the Asstt. / Dy. Commissioner / Commissioner (Appeal) of Central Excise & Service Tax as and when required.
8. Any other works related to Central Excise & Service Tax matters.
9. To visit T.F Alipore, Kolkata as and when required to provide consultancy.
10. If performance of the firm is not found satisfactory, Contract order may be terminated at any time without assigning any reason.
11. Preparation & assisting submission of online & physical return of all Central Excise & Service Tax related statutory cases.



ANNEXURE-II

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office Of The Chief General Manager,

TELECOM FACTORY,

248 A.J.C.Bose Road, Alipore, Kolkata – 700 027.

Participation of near relatives of the BSNL employees in the Tender / Execution of works in BSNL Units.

Every firm is required to give a certificate in the format given below that none of his / her such near relative is working in the units where he is going to apply for tender / work. Near relatives have been defined as :-

- i. Members of a Hindu Undivided Family;
- ii. They are husband and wife;
- iii. The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

The certificate given below is to be signed by :-

- | | | |
|---------------------|---|--|
| Proprietorship firm | - | The Proprietor has to sign. |
| Partnership firm | - | All partners have to sign. |
| Limited Company | - | All Directors of the Company have to sign. |

Any breach of these conditions, the tender/work will be cancelled and the earnest money / security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the concerned tenderer. The tenderer will also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

r/o.....

.....
hereby certify that none of my relative(s) as defined above is / are employed in BSNL unit as per details given. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me".

Signature(s)
Company Name & Seal
Type of Company.