



Bharat Sanchar Nigam Ltd.

(A GOVT. OF INDIA ENTERPRISE)
O/O THE CHIEF GENERAL MANAGER TELECOM.GUJARAT CIRCLE,
9th FLOOR, Telephone Bhavan, C G Road, AHMEDABAD-6
Phone No.26480117, 26480120 FAX No. 26480118

BID DOCUMENT

E O I document for hiring of Tax consultancy service and Auditing Work by Chartered Accountant/Cost Accountant for VAT, CST, WCT ,SERVICE TAX,INPUT CREDIT,CENVAT AND GST related works in B S N L Gujarat Telecom Circle for one year.

EOI No: MP/ Hiring of TAX Consultant /2016-17/007 Dated **28 /11 /2016.**

AGM (MP)
Gujarat Telecom Circle,
O/o. C G M T, 9th Floor-A wing, Telephone
Bhavan, C G Road, Navrangpura, Ahmedabad-
380006 T.No:26480117 Fax No: 26480118

Signature of bidder with seal

SECTION - I



Bharat Sanchar Nigam Ltd.

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 O/O THE CHIEF GENERAL MANAGER TELECOM.GUJARAT
 CIRCLE, 9th FLOOR, Telephone Bhavan, C G Road,
 AHMEDABAD-6
 Phone No.26480117, 26480120 FAX No. 26480118

Notice inviting E O I

The Chief General Manager Telecom. Gujarat Circle, BSNL, Ahmedabad invites EOI upto **14:00** Hrs on **27/12/2016** for hiring of Tax consultancy services on VAT , CST, WCT,SERVICE TAX, INPUT CREDIT, CENVAT AND GST related works from the prospective Chartered Accountants / Cost Accountant / registered VAT/ Service Tax practitioners as per eligibility conditions in the bid documents and who have working office at Ahmedabad for providing the TAX consultancy service / Auditing Work in respect of items shown in Section – III for a period of one year from the following month of agreement. The Bids will be opened in two stages, i.e. General & Commercial bid and Financial bid.

Schedule of EOI

1	Tender No.	MP/ Hiring of TAX Consultant/2016-17/007 Dated 28/11 /2016
2	Time and last date of issue of bid document.	17:00 Hrs of 26/12/2016
3	Time and date of depositing of Tender / bid document.	14:00 Hrs of 27/12/2016
4	Time and date of opening of bid document (General & Commercial Bid)	15:00 Hrs of 27/12/2016
5	Minimum Validity of Tender Offer	150 days from the date of Opening.
6	Duration of Contract	One year from the month following the month of signing the contract with an option of extension for one year on mutual agreement without increase in bid rate.

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MP/ Hiring of TAX Consultant /2016-17/007

7	Estimated Cost	<p align="center">(A) <u>VAT, CST, WCT, Service Tax, Input Credit, Cenvate availment and GST (Related Works)</u></p> <p>Part - I Consultancy Service : Rs. 3.48 Lakhs + Service Tax P.a.</p> <p>Part - II Audit Work : Rs.54,000+Service Tax P.a. For VAT return as per Section 81 of Gujarat state (VAT Act.)</p> <hr/> <p>Total of I & II Rs. 4.02 lakhs + Ser.Tax P.a. for 1 year.</p>
8	Evaluation of Bid	Evaluation will be on package base

Intending eligible Bidder may obtain Bid Document from AGM (MP), O/o C G M T, BSNL, 9th Floor, Telephone Bhavan, CG Road, Ahmedabad - 06 on payment of **Rs. 500/- (Five Hundred only), (non refundable)** on all working days up to **17.00 Hrs of dated 26/12/2016**. The payment will be accepted in the form of Cash/ Crossed Demand Draft drawn on any Scheduled Bank in favour of Accounts Officer, (Cash), O/o C G M T, BSNL, Ahmedabad. Bidders will have to deposit **Earnest Money Deposit Rs. 1000/- (Rupees Ten Thousand Only)** as bid Security in the Form of Demand Draft along with Bid.

Alternatively, the complete set of Bid Document can be downloaded from www.gujarat.bsnl.co.in and such document will be considered valid for participating in the tender process subject to payment of **Rs. 500/- (Five Hundred only) as bid Form Fee (non refundable) by Demand Draft drawn on any Scheduled Bank in favour of Accounts Officer, (Cash), O/o C G M T, BSNL, Telephone Bhavan, Ahmedabad** and should be enclosed in a separate cover earmarked as " Bid Fee & EMD " IS TO BE SUBMITTED. Non receipt of Bid Fee in prescribed mode of payment will disqualify the bidder and bid submitted will be summarily rejected.

Asstt. General Manager (MP)
O/o CGMT, Gujarat Circle,
Ahmedabad - 380006.
T.No.: 26480117 Fax No: 26480118

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SECTION III

SCOPE OF WORK

(A) VAT, CST, WCT (Related Works)

Part-(i) - Consultancy Service

- (1) Compilation and Submission of Monthly / Quarterly / Annual e-returns to Commercial Tax Department of Government of Gujarat as per time schedule.
- (2) Issue of Statutory Forms ('C' , ' F ' etc.) on line.
- (3) Issue of Road permit i.e. Form Marg – 402/ 403 Forms on line.
- (4) Attending the Commercial Tax Department on behalf of BSNL Gujarat Circle personally regarding any notice issued by the Commercial Tax Authority
- (5) Reply to Commercial Tax Authority as and when required, give advice for VAT , CST , WCT related issues referred by any SSA / unit / section of BSNL Gujarat Circle.
- (6) Supply of information, changes in rules, notifications declared by the Commercial Tax Department from time to time. .
- (7) Assisting for uploading details for requisitions of C & F Forms under Add- on Utility facility whenever open out by the Commercial Tax Department and printing of approved C & F Forms.
- (8) All the necessary assistance to be given to A O Sales Tax towards obtaining statutory Forms on line , there after necessary validation and print copy.

Part- (ii) Audit work :

- (1) Annual VAT, CST and WCT - Related works Audit for the BSNL Gujarat Telecom Circle(under of Gujarat Value Added Tax Rules), comprising of 17 SSAs (Districts), Circle Office, C M T S etc as per the provisions section 63 or any other rule of Gujarat Value Added Tax.
 - Submission of Audit Report to the Tax Authority within time schedule.
- (2) Production of VAT, CST and WCT- Related works Assessment order issued by Commercial Tax Authority of respective year for which bidder has submitted the VAT,CST Audit report.

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Scope of Work :

(B) : Service Tax, Input Credit and Cenvat related works

1. To verify and certify the monthly / periodical payments made by BSNL, Gujarat Circle, unit to Service Tax Department in view of prevailing Service Tax Rules & amendments thereof from time to time.
2. To verify and certify the monthly /periodical adjustments / claims for availing of CENVAT credit by BSNL, GUJARAT CIRCLE as per prevailing Service Tax Rules and CENVAT credit Rules.
3. To assist BSNL, GUJARAT CIRCLE for timely preparation and filing of due Service Tax Returns to the Service Tax Authorities as per requirement.
4. To clarify the points relating to all Service Tax and CENVAT credit matters - referred by units of Gujarat Circle either directly or through Circle Office.
5. To provide consultancy Service to take up all the matters relating to Service Tax Rules and CENVAT credit Rules with the concerned authorities.
6. To update periodical amendments etc. affecting BSNL to take effective / timely measures by the units besides providing advice for ensuring best tax compliance.
7. To prepare and file the appeal and plead the case before the concerned authorities at appropriate level including Tribunal and CESTAT etc.
8. Consultancy service is to be provided as per the requirement and within the prescribed time limit.
9. Any other issues referred by the CGMT Ahmadabad.
10. To assist in filing reply to Sales Tax audit reports conducted by Sales Tax authorities & statutory auditors of BSNL.
11. The scope of work as mentioned above is just illustrative and not exhaustive.

(C) :GST

Any other Indirect Tax regime (i.e. GST or whatever name called) related work

1. All the above mentioned work related to and in order to comply with existing indirect tax levy or any proposed new indirect tax levy (that may come in force in future) by either Central Government or State Government or both by whatever name called in lieu of or in addition to VAT, CST, Service Tax etc.

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Section IV Instructions to Bidders.

A Instruction:

1. DEFINITIONS:

- (a) “**Bharat Sanchar Nigam Limited**” : The Bharat Sanchar Nigam Limited means the Bharat Sanchar Nigam Limited and its Boards of Directors.
- (b) “**BSNL**” : The BSNL means the Bharat Sanchar Nigam Limited.
- (c) “**The Purchaser**”:means the CGMT, BHARAT SANCHAR NIGAM LTD. (BSNL), GUJARAT CIRCLE, AHMEDABAD,
- (d) “**The Bidder**” means the individual or firm who participates in this tender and submits its bid.
- (e) “**The Supplier**” means the individual or firm supplying the services under the contract.
- (f) “**The services**” means all the services are required by Purchaser under the contract.
- (g) “**The Advance Work Order**” means the intention of Purchaser to place the Work Order on the bidder.
- (h) “**The Work Order**” means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- (i) “**The Contract Price**” means the price payable to the Supplier under the Work order for the full and proper performance of its contractual obligations.

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2. ELIGIBLE BIDDER:**The eligible bidders :**

The Firm should possess following eligibility conditions as on 31st March-2016		
Sl. No.	particulars	Documents to be submitted.
i	The Firm should be either Chartered Accountants or Cost Accounts Firm (Partnership/Limited Liability partnership)	Latest Constitution certificate issued by the institute of Chartered Accountants of India / Cost Accountants of India
ii	The Firm should be in existence for at least 5 years	
iii	There should be at least 2 partners and total strength qualified persons (Partners + Assistant with Legal qualification) should not be less than 8	Latest Constitution certificate issued by the institute of Chartered Accountants of India / Cost Accountants of India and declaration of the firm is case of Assistants are Cost Accountants and assistance with legal qualification
iv	The Firm of any of its partners should not be associated with BSNL in any professional capacity.	Self-declaration by the firm.
V	The Firm should have Audit/ Tax consultants experience of at least 5 years.	Satisfactory performance certificate alongwith turnover certificate/ balance sheet from the firm where bidder has experience.
Vi	The Firm should have Internal Audit/ Statutory Audit /Tax consultancy experience of public sector undertaking(S)/ Telecommunication company (ies) having turnover of Rs.100 crore or more for at least two years out of the latest 5 years	
Vii	The turnover of the Firm for the past three consecutive years i.e 2012-13,2013-14,2014-15 should not be less than Rs.50 Lakh p.a	Sufficient documentary proofs like audited P&L A/c, ITR etc.

The Bidder shall furnish Annual Report to the extent of **Rs. 50 Lakhs** as an evidence that he has the financial capability to perform the contract.

Bidders should quote the rate for the entire item of work of the tendered services i.e. (A) - Part-'I' and Part-'II' otherwise the bid will be summarily rejected.

Bid shall remain valid for 150 days from the date of bid opening prescribed by the Purchaser .

Bids must be received by the Purchaser at the address specified above , not later than the scheduled time of submission. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser , shall be rejected and returned unopened to the Bidder.

To assist in the examination, evaluation and comparison of bids, the Purchaser may at its discretion ask the Bidder for the clarification of its bid. The request for clarification and the

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response shall be in writing. **However, no post bid clarification at the initiative of the Bidder shall be entertained.**

Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. DOCUMENTS REQUIRED:

4.1 For providing services for VAT, CST, WCT Audit and Service tax, availing input credit and Cenvat and GST procedures and contract terms and conditions are prescribed in the bid documents. The bid documents include:

- (i) Cost of Bid document in form of DD.
- (ii) Cost of EMD towards Bid security in form of DD.
- (iii) Proof of empanelment with ICAI / ICMAI.
- (iv) Experience certificate of minimum 5 years for providing similar services Issued by Central/ State Govt. Organisation/ Department/PSU/ Nationalized Bank/ BSNL
- (v) Copy of PAN card.
- (vi) Service Tax registration particulars
- (vii) Power of Attorney.
- (viii) Certificate regarding near relative.
- (ix) Copy of Memorandum of Association and Articles of Association in the case of Company and a copy of partnership deed in the case of partnership.
- (X) In case of Tax Practitioner, certificate of enlisted with commercial Tax authority of Gujarat State and Service Tax authority .

4.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 21 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2.
- (b) Bid Security furnished in accordance with clause 11.
- (c) A Clause by Clause compliance as per clause 10.1
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM:

- 8.1 The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the services to be provided, brief description of the services and prices as per section 9.

9. BID PRICES

- 9.1 The bidder shall quote the price exclusive of Service Tax which will be paid extra as per actual, wherever applicable. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

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- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of service offered.

10. DOCUMENTS ESTABLISHING SERVICE CONFORMITY TO BID DOCUMENTS:

- 10.1 a Clause by Clause compliance on the purchaser's General and Commercial Conditions demonstrating substantial responsiveness to the Terms and conditions. In case of deviations, a statement of the deviations and exception to the provision of the Conditions shall be given by the bidder. A bid without Clause by clause compliance of the Bidders Instructions (Section -IV), General Conditions of Contract Conditions (Section - V) and special Conditions (Section –VI) shall not be considered.

11. BID SECURITY:

- 11.1 The bidder shall furnish a bid security of amount as specified in detailed NIT (Section I).
- 11.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 11.7
- 11.3 The bid security shall be submitted in the form as specified in clause 4.1(ii)(Section-IV).
- 11.4 A bid not secured in accordance with Para 11.1 & 11.3 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 11.5 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 60 days of finalization of the tender but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 12.
- 11.6 The successful bidder(s) bid security will be discharged upon the bidder's acceptance of the advance work order(s) satisfactorily in accordance with clause 24 and furnishing the performance security.
- 11.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently; **or**
 - (b) In the case of successful bidder, if the bidder fails :
 - (i) to sign the contract in accordance with clause 25 or
 - (ii) to furnish performance security in accordance with clause 24.
 - (c) In both the above cases, i.e. 11.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.

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12. PERIOD OF VALIDITY OF BIDS:

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender information (section IV) from the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. FORMAT AND SIGNING OF BID:

- 13.1 (i) The bidder shall submit his bid, physically, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using **hand Signature** by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note : The Purchaser may ask the bidders(s) to supply besides original bid, additional copy of bids as required by him.

- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be hand signed by the person or persons signing the bid.

13.3 Power of Attorney:

- (a) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- (b) The Power of Attorney in favour of person signing the bid executed by a person who has been authorized by the board of directors of the bidder in this regard, on behalf of the company/institution/body corporate. Proof of company resolution duly certified by Company Secretary OR Board of Directors is to be submitted for this.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Name, designation, Phone number, mobile number, e-mail address and postal address of the authorized signatory shall be provided.
- (e) Individual signing the tenders or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such documents and shall also submit documentary evidence of his authority in the form of Power of Attorney.

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- (f) The Power of Attorney is to be submitted in original, if it has been issued for the specific tender enquiry. If the power of attorney is issued in general irrespective of tender enquiry then photocopy duly certified by notary public can also be accepted.
- (g) The bidder shall ensure that the signature of authorized signatory in the bid document and power of attorney should be same and **simple initial be avoided**.

14. SEALING AND MARKING OF BIDS:

- 14.1 The bid should be submitted in four covers. First cover shall contain the Tender Fee, and EMD duly marked as “ Bid Fee and Bid Security”
- 14.1.1 The cover of second envelope shall contain the ‘General and Commercial bid duly signed

along with the documents establishing the eligibility of bidder and any other supporting document marked as “ General and Commercial Bid”. The third cover of envelope shall contain the ‘Original Copy’ of the financial bid, marked as “ Financial Bid (Original). The cover of fourth envelope shall contain the ‘Duplicate Copy’ of the financial bid, duly marked as “ Financial Bid (Duplicate)” All the four envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

Envelope	Marked on the Cover	Contents of Envelope
First A	Tender Fee and EMD	Bid Fee and EMD
Second B	General and Commercial Bid.	General & Commercial Bid duly signed alongwith documents establishing eligibility of bidder and any other supporting documents.
Third C	Financial Bid (Original)	Financial Bid (Original)
Third D	Financial Bid (Duplicate)	Financial Bid (Duplicate)

If all four envelopes are not sealed and marked as required at para 14.1 and 14.1.1, the bid shall be rejected All these envelopes the name of the firm and whether “Earnest Money Deposit” or qualifying /technical bid or financial bid (original or duplicate) must be clearly mentioned and should be properly sealed with sealing wax / packing PVC Tape). These envelopes are to be placed inside the outer main envelope and properly sealed with sealing wax / packing PVC Tape.

All envelopes (Four inners and one outer) must bear tender inquiry number.

- 14.2 a)The envelopes shall be addressed to:

**AGM (MP), O/o CGMT
Bharat Sanchar Nigam Limited ,
9th Floor, A-Wing , Telephone Bhawan,C.G. Road, Ahmedabad – 380 006.**

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- b) The envelope shall bear the name of the tender, the tender number and the words '**DO NOT OPEN BEFORE**' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 14.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to concerned officer to be specified by tendering authority at the venue (address is given in clause 14.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening:

Venue of Tender Opening

AGM (MP), O/o CGMT

Bharat Sanchar Nigam Limited ,

9th Floor, A-Wing , Telephone Bhawan,C.G. Road ,Ahmedabad – 380 006.

- 14.3 If all the envelopes are not sealed and marked as required at para 14.1 and 14.1.1, the bid shall be rejected

15. SUBMISSION OF BIDS:

- 15.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Section-I i.e. NIT.

- 15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16. LATE BIDS:

No bid shall be accepted either online by the e-tender portal of Gujarat Circle or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser pursuant to clause 15.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 The bidder may modify, or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchase prior to deadline prescribed for submission of bid..

- 17.2 The bidder's modification, or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 14 . A withdrawal notice may also be sent by Fax but followed by signed confirmation **copy by post not later than the deadline for submission of bids.**

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17.3 Subject to clause 19, no bid shall be allowed for modification subsequent to the deadline for submission of bids.

18. OPENING OF BIDS BY PURCHASER:

18.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend, at time specified in NIT(Section-I) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (As per Format given in section VIII (C))

18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

18.3 The bidder's names, Bid prices, modifications, bid withdrawals, and such other details as the purchaser ,at its discretion may consider appropriate will be announced at the time of opening

18.4 The date fixed for opening of bids, if subsequently declared to be a holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19. CLARIFICATION OF BIDS:

19.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the document. The purchaser at its discretion may also ask for the submission of any additional/missing document (s) within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard".

20. PRELIMINARY EVALUATION:

20.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

20.3 Prior to the detailed evaluation pursuant to clause 21, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's

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determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

20.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

20.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

21.2 The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL on the prices of services offered excluding service tax and on package basis for consultancy services and Audit work i.e. (A) part I & II.**

21.3 While giving compliance to the Bidders Instructions (Section -IV), General Conditions of Contract Conditions (Section - V) and special Conditions (Section –VI) ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

21.4 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 10,11,12,13 and 14 this section, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

21.5 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

21.6 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.

Signature of bidder with seal

- 21.7 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

22. CONTACTING THE PURCHASER:

- 22.1 Subject to Clause 19, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid valuation, bid comparison or contract award decision shall result in the rejection of the bid.

23. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

24. ISSUE OF ADVANCE WORK ORDER:

- 24.1. The issue of an Advance Work Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 24.2 The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section VIII (B)

25. SIGNING OF CONTRACT:

- 25.1 The issue of Work Order shall constitute the award of contract on the bidder.
- 25.2 Upon the successful bidder furnishing performance security pursuant to clause 24, the Purchaser shall discharge the bid security in pursuant to clause 11.

26. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 24, & 25 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

27. PURCHASER RESERVES THE RIGHT TO DISQUALIFY:

Purchaser reserves the right to disqualify the contract for a suitable period (not less than one year & not more than 2 years) whose performance is not satisfactory in the field in accordance to the scope of work.

28. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS:

Signature of bidder with seal

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

29. NEAR-RELATIONSHIP CERTIFICATE:

- 29.1. The bidder should give a certificate that none of his/her near relative as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 29.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 29.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 29.4. The format of the certificate is given in SectionVII (Part –II)

30. VERIFICATION OF DOCUMENTS AND CERTIFICATES:

"The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm".

31. SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT:

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

Signature of bidder with seal

SECTION V

General Conditions of the contract:

- I The bidder should be :
 - (a) A Chartered Accountant within the meaning of the A Chartered Accountant Act 1949 and includes who by virtue of the provisions of sub- section (2) of section 226 of the Companies Act 1956, is entitled to be appointed as to act as an auditor of companies.
 - (b) a Cost Accountant within the meaning of the Cost and Works Accountants Act 1959
 - (c) a legal practitioner or Sales, VAT ,WCT practitioner, Service Tax practitioners whose name is entered in the list maintained by the Commissioner of Commercial Tax / Commissioner of Central Excise and Service Tax in accordance with the provisions of relevant Tax Regime.
2. Bidder should have experience of at least five years in VAT,CST,WCT, service Tax related service and Audit work.
3. All enclosures attached with the tender form must be self-attested by the tenderer.
4. The quoted rates should **be exclusive of Service tax, or** applicable on nature of services will be paid extra. The rate should be quoted on monthly basis for (A) Part- (I) and annually for (A)Part- (II).
5. The rates accepted will ordinarily be operative for one year w.e.f first day of month subsequent to date of signing of agreement.
6. The contractor will submit a declaration that no one connected with or in the employment of BSNL shall be admitted as a partner or to any interest in the contract.
7. No further description of rates anywhere else in this tender form according to his own terms and conditions by the tenderer shall be entertained and shall be treated invalid and such tenderer will also be liable for rejection.
8. No cognizance shall be taken of any other paper bearing its effect on quoted rate.
9. The rate should be quoted in figures as well in words. If there is any cutting/over writing, it should be initialed by tenderer otherwise tender will be rejected outright. If, the rate differs in figures & words, rates quoted only in words, will be taken as final. The incomplete and conditional tenders will be rejected. The tenderer who do not fulfil all or any of above condition are liable to be rejected outright.
- 10. The BSNL is entitled to terminate the contract without assigning any reason by giving to the contractors one month notice of its intention to do so and on expiry of the said period of notice the contract shall come to an end without prejudice for any right or remedy that may be accrued to either party.**
11. If any of information furnished by the tenderer is found to be not correct at any time the contract is liable to be terminated without any notice and the earnest money/security deposit liable to be forfeited.

Signature of bidder with seal

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12. Consultant will inform BSNL, Gujarat about the latest amendment(s) and notification issued under the Act(s) VAT,CST,WCT and Service tax, availment of input credit and Cenvat.
13. Consultant will provide complete guidance to keep all required statutory records up to date under the relevant Act(s) and also guide this office for renewing existing registration as and when required.
14. Consultant will provide complete guidance to the officers & staff in maintaining day-to-day records and filling of returns.
15. Consultant will try his level best to solve the problems with a view to obtain favorable results for BSNL.
- 16. Consultant shall arrange to file monthly/quarterly/Half Yearly/Annual returns w.r.t. Sales Tax, VAT WCT and Service Tax etc. The relevant information shall be provided by A.O (Sales Tax)/ A.O. (Taxation) of Gujarat Circle, Ahmedabad.**
- 17.The consultant shall determine the Tax liability of VAT , CST, WCT – SERVICE TAX,INPUT CREDIT and CENVAT**
- 18. Assessment for VAT, Central Sales Tax, WCT , service tax , Cenvat and GST shall be arranged by the consultant.**
- 19. Advice /Opinion from time to time regarding VAT, CST, WCT, Service Tax and GST from the date of inception in Gujarat State.**
- 20. Consultant shall provide guidance related VAT, CST, WCT, service Tax or GST and other job related to these Taxes.**
- 21.The contractor is/shall be responsible for compliance of all the law/rules regulations during the period of contract.**
- 22. The Consultant will collect all the Original receipts / acknowledgements from the Commercial Tax Department of submitted returns, Audit Reports, and other letters forwarded to Tax Dept and provide to A O (Sales Tax)/A O (Taxation).**

Signature of bidder with seal

SECTION VI

Special conditions of the contract:

1.

(i) BSNL will not be liable to pay any interest on the earnest money or on the security deposit.

(ii) BSNL reserves the right to forfeit the earnest money and/or security deposit if the tenderer fails to comply with any of the terms and conditions set out herein or in any other contract agreement which may be drawn up as a consequence of acceptance of the tender. In such circumstances the right of cancellation of the tender is also retained by the BSNL.

(iii) The contractor shall be responsible for compliance of all the laws/rules/regulations during the period of contract.

(iv) The contractor will not move any office record/stores out of the office premise unless authorized by Accounts Officer (Sales Tax) or other authorized BSNL officer and shall maintain complete secrecy/security of the office records.

(v) All the works entered on office records or hard copies produced will be sole property of the BSNL. The contractor will not divulge any of these to any person.

(vi) All data files, records will always remains accessible to Accounts Officer (Sales Tax)

(vii) The contract is purely on temporary basis. It does not give any right of extension and/or permanent employment to any Chartered Accountant /Cost Accountant / Registered Practitioner in any way.

(viii) CGMT, BSNL, Gujarat Telecom Circle will have absolute right to terminate the contract by giving one month advance notice and without assigning any reason thereof.

(ix) The contractor would comply with all the provision of various laws and other applicable enactments from time to time. BSNL will not be responsible for any dispute arising out of in contravention of Labour Laws.

(x) The Contractor will also look after the **VAT,CST, WCT, Service Tax ,Input credit,Cenvat related all pending issues prior to this contract.**

(xi) CGMT, BSNL, Gujarat Telecom Circle reserves the right to reject/ accept any tender or tenders without assigning any reason and may not accept, the lowest or any tender.

(xii) BSNL reserves the right to forfeit the earnest money and/or security deposit if the tenderer fails to comply with any of the terms and conditions set out herein or in any other contract agreement which may be drawn up as a consequence of acceptance of the tender. In such circumstances the right of cancellation of the tender is also retained by the BSNL.

Signature of bidder with seal

(xiii) No additional payment will be made for working beyond any fixed working hours or on Sunday and Holidays.

(xiv) The contract can be extended for a further period of one year on same rate, terms and conditions if mutually agreed to both parties.

2. Tenure of the contract: one year w.e. from the first day of month subsequent to signing of agreement.

3. Estimated cost (p.a.): 4,02,000/- (Rupees Four lakh Two Thousand only) (Plus applicable Service tax)

(A) VAT , CST, WCT , Service Tax/Input Credit,Cenvate availmentand GST (Related Works)

Part – I Consultancy Service :	Rs. 3.48 lakhs + Ser.Tax P.a.
Part –II Audit work for VAT return as per section 81 of Gujarat State .	Rs.54,000+Service Tax P.a.,
Total of Part I & Part II	Rs. 4.02 Lakhs+ST VAT Act. For 1 Year

3.1 For the date of inception of GST the Audit work for VAT,CST,WCT is to be completed as per provision of Gujarat sales Tax Act as per the rate quoted by firm under A –Part -(II) as per agreed rate for Audit work for the financial year 2015-16. Prior to GST pending VAT,Sales tax,WCT,Service Tax and Cenvat issues are to be taken care during the tenure for the consultancy.

4. Cost of Tender Document: Non-refundable Rs 500/- (Rs Five hundred only). Draft in favour of Accounts Officer (Cash), O/o CGMT, Ahmedabad -6 is to be enclosed with the offer. Bid document can also be downloaded from Website: www.gujarat.bsnl.co.in & the cost of bid document of Rs. 500/- (Rs. Five hundred only) in form of DD must be attached at the time of submission of bid.

5. EMD (Earnest Money Deposit): Rs.10000/= (Rs. Ten Thousand only). Draft in favour of Accounts Officer (Cash), O/o CGMT, Ahmedabad-06 is to be enclosed with the offer.

6. Performance Security Deposit: Successful bidder will have to deposit performance security deposit amount equal to 10% of total value of tender awarded in form of Demand Draft or Bank Guarantee valid for 2.5 years in favour of Accounts Officer (Cash), O/o CGMT, Ahmedabad-6. in the format available at Section VIII (B)

7. Payment Terms : Bill shall be submitted by the firm in duplicate as under to AO (Sales Tax),3rd Floor, P&T Admn Bldg, Opp. Khanpur Post Office, Khanpur, Ahmedabad-380001.

Signature of bidder with seal

(a) A – Part -I

Quarterly bill shall be submitted by the bidder to AO (Sales Tax), C G M T Office for payment.

(b) A - Part (ii) : (Audit work) in the case of VAT and GST (from the date of inception in Gujarat state, and if applicable as per provision of GST Act).

(i) 50% on completion of audit work and submission of Audit Report to A O (Sales Tax) for approval of Competent Authority of BSNL Gujarat Circle.

(ii) 40% on production of acknowledgement for submission of VAT Audit Report to Commercial Tax Deptt.

(iii) 10% balance payment on production of Assessment Order issued by Commercial Tax Authority for respective year for which bidder has submitted the VAT and GST Audit report.

8. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

9. Arbitration:

(a) In respect of any dispute arising out in connection with the interpretation of any clause in the terms of contract agreement or otherwise the matter shall be referred to the sole arbitration of CGMT, BSNL, Gujarat Telecom Circle, Ahmedabad-06 whose decision shall be final and binding to both the parties. The provision of The Arbitration Act 1996 or any statutory modification or enactment thereof and the rule there under for the time being in force shall apply to the arbitration proceeding under this clause.

(b) **“If there is any court case in connection with this work it shall be entertained only at Ahmedabad and no other place in India”.**

10. Termination For Default:

10.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this contract in whole or in part

(i) If the supplier fails to provide any or all of the services within the time period as per Commercial Tax Law.

11. Termination for Insolvency:

Signature of bidder with seal

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compassion to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to the purchaser.

12. Set Off:

12.1- Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.

12.2- In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full Amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

12.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**SECTION VII
(Part –I)**

BIDDER'S PROFILE

BIO-DATA INFORMATION

1. Name of the Firm :
2. Address :
3. Telephone Numbers & Fax Nos. (both Mobile No & Landline No).
4. Constitution :
5. Number of partners :
6. Date of enrolment as Chartered Accountants / legal Consultants firm :
7. ICAI / ICWAI /Bar Council Registration Number :
8. In case of legal practitioner, certificate of entering his name
in the list maintained by the Commercial Tax authority in
r/o section 81 of Gujarat Comm Tax rules.
9. Total practice / experience in years :
10. Type and years of experience in :
 - 1.Auditing
 - 2.VAT, CST, WCT , SERVICE TAX ,INPUT CREDIT ,CENVAT and GST
11. Type of cases being handled presently.
12. Income Tax PAN.
13. Service Tax registration number.
14. Annual turnover for last three years : 2012-13
2013-14
2014-15
15. Profile of the firm :
16. Any other information
: Notes:
Documentary evidence for serial number 6 to 14 should be enclosed with application positively please.

Signature

Place :

Name :

Date :

Authority

Signature of bidder with seal

SECTION - VII

(Part – II)

CERTIFICATE REGARDING NEAR RELATIVES

1. I _____ S / O _____
resident of _____

hereby certify that none of my near relative (s) as defined in Section IV clause 1. (v) in the tender document is/are employed in BSNL unit as per the details given in the tender documents. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have absolute right to take any action as deemed fit without any prior information to me.

Signature of bidder with name and address

(In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

2. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the following paragraphs.

- (i) The near relatives for this purpose are defined as :
- (a) Members of Hindu Undivided family.
 - (b) They are husband and wife.
 - (c) 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 (brother – in – law).

(ii) As per Government Of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. servant shall refer every such matter contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any

BSNL employees becomes aware of the above aspect, he must intimate this to the prescribed authority. For non executive employees this authority is SSA Head / Circle Head/ Chief Engineer/ Chief Archt./ Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted Officers) the prescribed authority for this purpose is circle Head/ Chief Engineer/ Chief Archt./ Corporate office under whom he is posted.

(iii) The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is (are) posted, The unit is defined as SSA/ Circle/ Chief Engi9neer/

Signature of bidder with seal

MP/ Hiring of TAX Consultant /2016-17/007

Chief Architect/ Corporate Office for non executive employees and all SSA in a circle including circle office/ Chief Engr./ Chief Archt./ Corporate office for executive employees (including those called as Gazatted officers at present. The tenderer should give a certificate that none of his/ her such near relative is working in the units as defined above, where he is going to apply for tender/ work. In case of proprietorship firm certificate will be given by the proprietor for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender / work will be cancelled and earnest money/ security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of bidder with seal

SECTION VIII (A)

BID FORM

EOI No.MP/ Hiring of TAX Consultant /2016-17/007 Dated 28 /11 /2016

To,
AGM (MP),
O/o. C G M T, BSNL,
9th Floor, Telephone Bhavan,
C G Road, Ellisebridge,
Ahmedabad-380006.

Subject: T.E. No.MP/ Hiring of TAX Consultant /2016-17/007 Dated 28/11/2016

Dear Sir,

1. Having examined the conditions of contract as in the Bid Document and scope of work the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the service in conformity with the said scope of work and conditions of contract, for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence services within () days from the date of issue of your work Order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @10% of the contract sum for the due performance of the contract.
4. Until a formal Work Order of the contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 201

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of

Signature of bidder with seal

SECTION - VIII (B)

PERFORMANCE SECURITY GUARANTEE BOND

BG NO.	DATE OF ISSUE	NAME OF BANK	AMOUNT	VALID UP TO

(1) In consideration of the C G M (T), BSNL, Gujarat Circle (hereinafter called 'BSNL') having agreed to exempt (hereinafter called 'the said contractor (s) from the demand under the terms and conditions of an agreement /advance work order No..... dtd..... made between and for the services of

(hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for We, (name of the bank)(hereinafter refer to as 'the bank') at the request of

contractor (s) do hereby undertake to pay to the BSNL an amount not exceeding -----

- against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

(2) We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL. By reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under the guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

(3) We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) / supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor (s) supplier (s) shall have no claim against us for making such payment.

(4) We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office Department) BSNL certifies that the terms and conditions of the said agreement have been fully or

Signature of bidder with seal

MP/ Hiring of TAX Consultant /2016-17/007

properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of two/ two and half/ three years (as specified in PO) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

- (5) We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- (6) This guarantee will not be discharged due to the change in the constitution or the bank or the contractor (s)/ suppliers (s).
- (7) We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____

For _____

(indicate the name of bank)

Signature of bidder with seal

SECTION VIII (C)

For Letter of Authorization for attending Bid Opening Event (To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender
o.
..... in respect of
..... (Item of work) which is due to open
on
..... (date) in the office of AGM(MP) O/o CGMT,Gujarat Circle,BSNL,Telephone
Bhawan,9th floor A-wing ,C.G.Road, Ellisebridge, Ahmedabad 380006.

We hereby authorize (1) Mr. /Ms.
.....
& (2) Mr./Ms.....whose signatures are attested below, to attend
the bid opening for the tender mentioned above on our behalf.

.....Signature of the
Representative (1) Name of the Representative (1)

Signature Attested
Signature of the Representative (2)

.....
Name of the Representative (2)

.....
Signature Attested

Signature of Bidder/ Officer authorized to sign the Bid Document on behalf of the Bidder.

Note 1: Maximum two representatives will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of bidder with seal

SECTION VIII (D)**Financial Bid Proforma**

EOI No: MP/ Hiring of TAX Consultant /2016-17/007 Dated 28/11/2016

FINANCIAL BID

Sl. No	Description	Amount (Rs) Excluding Service Tax.	Amount in words (Rs) Excluding Service Tax.
1.	<u>(A) VAT, CST, WCT, Service Tax, Input Credit, Cenvate availment and GST (Related Works)</u>	Part - (I) Consultancy Services (Rates per month)	
		Part - (II) Audit work For VAT return as per Section 81 of Gujarat state VAT Act. (Rates per annum)	
		Total	

Note :

- (i) **A – Part-(I) Consultancy services:**
Consultant can quote fees for per month, however payment will be made on Quarterly basis.
- (ii) **Part – (II) Audit Work (P.a.):**
Audit fee inclusive of pocket allowance and travel etc but excluding service tax.
- (a) 50% of Audit fees will be released on completion of all SSAs / Units audit work in Gujarat Circle.
- (b) 40% of Audit fees will be released on production of acknowledgement for submission of VAT Audit Report to Commercial Tax Authority/ Service Tax Department/GST authority wherever applicable.
- (c) 10% of Audit fees will be released on getting Assessment order issued by Department VAT,CST, and GST of respective year for which Bidder has submitted the VAT,CST, GST Audit report.
- (iii) **The paying Authority will be A O (Cash), O/o C G M T, 4th floor, Telephone Bhavan, C.G. Road, Ahmedabad - 380006.**
- (v) **Service Tax + Applicable Cess shall be paid extra.**

Signature :

Place :

Name :

Date :

Authority :

Signature of bidder with seal

Check List

SL NO	Description	Section	Remarks	
			Yes	No
1.	Bid Form	VIII(A)		
2.	Bidders' Profile	VII Part - I		
3.	Certificate regarding Near relative	VII Part - II		
4.	Experience Certificate for last five years in (i) VAT,CST,WCT ,Audit (ii) VAT,CST,WCT,Service Tax,Input Credit ,Cenvat Consultancy	IV (2)/ V (2)		
5.	Annual Turnover reports of last three years 2012-13, 2013-14, 2014-15	IV (2)		
6.	Cost of Bid documents in form of DD	IV/ 4.1(i)		
7.	Cost of EMD in form of DD	IV /4.1(ii)		
8.	Copy of Income Tax PAN Card	IV /4.1(v)		
9.	Service Tax registration Certificate	IV /4.1(vi)		
10.	Power of attorney	IV / 4.1(vii)		
11.	Copy of memorandum of association & Articles of association in the case of company of copy of partnership deed in the case of partnership firm.	IV / 4.1(ix)		
12.	In the case of Tax Practitioner, certificate of enlisted with Commercial Tax authority of Gujarat State in r/o. Sec-81 of Gujarat Commercial Tax rules	IV / 4.1(x)		
13.	Price Bid	VIII (D)		
14.	Authorization letter for attending Bid Opening Event	VIII (C)		
15.	ICAI / ICWAI /legal practitioner registration number	VII(Part-I)(7)		
16.	Date of enrollments as C.A./ CWA / legal practitioner	VII(Part-I)(6)		
17	Declaration as per clause 6 of Section V	V(6)		

Signature of bidder with seal

MP/ Hiring of TAX Consultant /2016-17/007

18.	Latest Constitution certificate issued by the institute of Chartered Accountants of India / Cost Accountants of India	I 2(i)&(ii)		
19.	Latest Constitution certificate issued by the institute of Chartered Accountants of India / Cost Accountants of India and declaration of the firm is case of Assistants are Cost Accountants and assistance with legal qualification	I 2(iii)		
20.	Self –declaration by the firm	I 2(iv)		
21.	Sufficient documentary proofs	I 2 V & V(i)		

Signature of bidder with seal