

(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 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 two years.

EOI No: MP/Hiring of TAX Consultant /2018-19/014 dated 06/03/2019

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

SECTION - I



(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

Notice inviting EOI

The Chief General Manager Telecom. Gujarat Circle, BSNL, Ahmedabad invites EOI (digitally) upto 11:00 Hrs on 23/03/2019 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 in respect of items shown in Section – III for a period of two years 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 /2018-19/014	
		dated 06/03/2019	
2	Time and last date of download of bid	10:55 Hrs of 23/03/2019	
	document.		
3	Time and date of submission of /bid.	11:00 Hrs of 23/03/2019	
4	Time and date of opening of bid	12:00 Hrs of 23/03/2019	
	document		
5	Minimum Validity of Tender Offer	150 days from the date of Opening.	
6	5 Duration of Contract Two years from the month followin		
	month of signing the contract with an o		
		of extension for one year on mutual	
		agreement without increase in bid rate.	
7	Estimated Cost	Rs. 2.40 Lakhs p.a. + GST as applicable	
8	Evaluation of Bid	Evaluation will be on package base	

Interested firms which fulfill eligibility conditions may apply by completing the technical bid & price bid and submitting the same on e-tender portal – http://gujaratbsnl.abcprocure.com on or before 11:00 Hrs of 23/03/2019.

Terms and Conditions:

1) Bid must be submitted strictly as per the requirements detailed in 'bid submission' clause. Technical bid and price bid should be separately submitted on e-tender portal – http://gujaratbsnl.abcprocure.com:-

Note:- In case of e-tendering, the following documents are required to be submitted offline (i.e. offline submissions) to AGM (MP) o/o CGMT, BSNL, Telephone Bhawan, 9th floor, A-Wing, C.G Road, Ahmedabad-38006 on or before 23/03/2019 up to 11:00 Hrs. of submission of bids in a sealed envelope.

The envelope must be sealed and super-scribed with 'EOI for hiring of Tax consultancy service and Auditing Work in B S N L Gujarat Telecom Circle for two years". The name and address of the applicant firm must also be mentioned on the envelope.

The envelope shall bear the tender number, name of work and the phrase:

"Do Not Open Before (due date & time of opening of tender).

- i) EMD Bank Guarantee (original copy)
- ii) Cost of tender document of Rs. 590/- (Rs.500 + 18% GST)
- Power of Attorney in accordance with clause 13.3 and authorization for executing the power of Attorney.

The responsibility for ensuring that envelop is delivered in time would vest with the bidder. The purchaser shall not be responsible if the envelop is delivered elsewhere or late.

2) **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.gujarat.bsnl.co.in, www.tender.bsnl.co.in or https://eprocure.gov.in. The official copy of tender document for participating in E-tender shall be available for downloading from http://gujaratbsnl.abcprocure.com, from 06/03/2019, 17:00 Hrs onwards.

The bidders downloading the tender document are required to submit the tender fee (along with applicable GST) amount through DD/ Banker's cheque of an amount of Rs 500/- + applicable GST @ 18% i.e. Rs.590/- along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of "Accounts Officer (Cash), O/o CGMT BSNL, Ahmedabad" and payable at "Ahmedabad"

The bidder shall furnish the bid EMD of Rs. 10000/- (Rupees Ten Thousand Only) as bid. Security in one of the following ways: -

- (a) Demand Draft/ Banker's cheque drawn in favour of AO (Cash), O/o CGMT, BSNL, Ahmedabad payable at Ahmedabad.
- (b) Bank Guarantee from a scheduled bank drawn in favour of **AGM** (**MP**), **O/o CGMT**, **BSNL**, **Ahmedabad** which should be valid for **180 days** (i.e. one month above the offer validity period of 150 days) from the tender opening date in the prescribed proforma (Section-VIII(E)).

- 3) Technical Bids will be opened on the same day at 12:00 Hrs. of 23/03/2019.
- 4) Price Bids will be opened in respect of only technically qualified bidders and on a date notified later.
- 5) Bids received after due date and time shall not be accepted in any circumstances and shall be returned unopened. No further correspondence on such responses shall be entertained.
- 6) Respondents, if so desire, may participate in 'Bid Opening' on production of authorization / Identity certificate. Only one person from each firm will be allowed to participate.
- 7) Bid submitted should be free from correction, over-writing etc.
- 8) All the information/ details required to be filled in Technical and Price bids must be properly filled and no column should be left blank or should not be filled with ambiguous/ incorrect details.
- 9) Each page of Bid and EOI (including Annexure) should be stamped and signed by the authorized signatory of the firm.
- 10) Canvassing in any form shall render the submitted Bid liable for rejection.
- 11) Disregard of any instructions may result in bid being rejected.

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

Email ID: coagmmp@gmail.com

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SECTION III: SCOPE OF WORK

(A) <u>VAT, CST, WCT</u> (Related Works)

- 1. Attending the Commercial Tax Department on behalf of BSNL Gujarat Circle personally regarding any notice issued by the Commercial Tax Authority
- 2. 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.
- 3. To assist in filing reply to Sales Tax audit reports conducted by Sales Tax authorities & statutory auditors of BSNL.
- 4. Any other issues referred by the CGMT Ahmadabad.
- 5. The scope of work as mentioned above is just illustrative and not exhaustive.

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

- 1. 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.
- 2. To provide consultancy Service to take up all the matters relating to Service Tax Rules and CENVAT credit Rules with the concerned authorities.
- 3. To update periodical amendments etc. affecting BSNL to take effective / timely measures by the units besides providing advice for ensuring best tax compliance.
- 4. To prepare and file the appeal and plead the case before the concerned authorities at appropriate level including Tribunal and CESTAT etc. List of the cases and current status are given in Section VIII (G). The list is inclusive and not exhaustive.
- 5. Consultancy service is to be provided as per the requirement and within the prescribed time limit.
- 6. Any other issues referred by the CGMT Ahmadabad.
- 7. The scope of work as mentioned above is just illustrative and not exhaustive.

SCOPE OF WORK

- (C): GST and 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 (GST) 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.
- **2.** To assist in filing GSTR1, GSTR3B, GSTR7, GSTR9 and any other returns subsequently, notified/made applicable in GST.
- **3.** To assist in reconciliation of the GSTR1, GSTR3B, GSTR7, GSTR9 with books of accounts.
- **4.** To assist in reply of any query/notice received from the GST department.
- **5.** To defend any GST related court case at appropriate forum.
- **6.** Any other issues referred by the CGMT Ahmadabad.
- **7.** The scope of work as mentioned above is just illustrative and not exhaustive.

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 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.

2. ELIGIBLE BIDDER

The	The Firm should possess following eligibility conditions as on 31st March-2018						
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					
ii	The Firm should be in existence for at least 5 years	/ Cost Accountants of India					
iii	There should be at least 2 partners and total strength of 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 in case of Assistants are Cost Accountants and assistance with legal					
iv	The Firm or any of its partners should not be associated with BSNL in any professional capacity. However any firm fulfilling all other eligibility conditions of this EOI, and currently engaged with any BSNL Circle as Auditor/ Tax consultants shall be eligible to bid.	Self-declaration by the firm.					
v	The Firm should have Audit/ Tax consultant's experience of at least 5 years.						
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	Satisfactory performance certificate along with turnover certificate/ balance sheet from the firm where bidder has experience.					
vii	The turnover of the Firm for the past three consecutive years i.e 2015-16, 2016-17, 2017-18 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 otherwise the bid will be summarily rejected.

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

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 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 biding process.

4. **DOCUMENTS REQUIRED:**

- 4.1 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 BG/DD
- III. Proof of empanelment with Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.
- IV. Experience certificate of minimum 5 years for providing similar services Issued by Central/ State Govt. Organization/ Department/PSU/ Nationalized Bank/ BSNL
- V. Copy of PAN card.
- VI. GST 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.
 - 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 O F BID DOCUMENTS:

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX (e-mail) 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 10 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.

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 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:

- 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 GST, 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.
- 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 & Commercial Conditions of the Contract (Section - V) and Special Conditions of Contract (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.

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 The bidder shall submit his bid, online, 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.
- (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) In case the representative of bidder, who uploads the document on e-tender portal using his Digital Signature Certificates (DSC), which is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be one of the Power of Attorney holder by the bidder firm, in addition to the authorized signatory for the bid
- (h) 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 Bid must be submitted strictly as per the requirements detailed in 'bid submission' clause. Technical bid and price bid should be separately submitted on e-tender portal – http://gujaratbsnl.abcprocure.com:-

Note:- In case of e-tendering, the following documents are required to be submitted offline (i.e. offline submissions) to AGM(MP) o/o CGMT,BSNL, Telephone Bhawan, 9th floor, A-Wing, C.G Road, Ahmedabad-38006 on or before 23/03/2019 up to 11:00 Hrs. of submission of bids in a sealed envelope.

The envelope must be sealed and super-scribed with 'EOI for hiring of Tax consultancy service and Auditing Work in B S N L Gujarat Telecom Circle for two years". The name and address of the applicant Firm must also be mentioned on the envelope.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- (i) EMD Bank Guarantee (original copy)
- (ii) Cost of tender document of Rs. 590/- (Rs.500/- + 18% GST)
- (iii) Power of Attorney in accordance with clause 13.3 and authorization for executing the power of Attorney.

The responsibility for ensuring that envelop is delivered in time would vest with the Bidder. The purchaser shall not be responsible if the envelop is delivered elsewhere or late.

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.

- 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:

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

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 B I D S :

16.1 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 a fter submission provided that the written notice of the modification or withdrawal is received by the purchaser 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.
- 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 the time specified in NIT (Section-I) on the 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 Only one person 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 BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the 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 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 GST.
- 21.3 While giving compliance to the Bidders Instructions (Section -IV), General & Commercial Conditions of the Contract (Section V) and Special Conditions of Contract (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 is given opportunity to explain their position, however if the person representing the bidder 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 b i d d e r 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 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.
- 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:

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 in law), sister(s) and sister's husband (brother in law).
- 29.4. The format of the certificate is given in Section VII (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 been 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 EQUIREMENT:

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.

E-TENDERING INSTRUCTIONS TO BIDDERS

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, GUJARAT has decided to use the portal http://gujaratbsnl.abcprocure.com

Benefits to Suppliers are outlined on the Home-page of the portal.

- 1. Tender Bidding Methodology:
 - Sealed Bid System 'Single Stage Two Envelopes', followed by 'e-Reverse Auction' if applicable after opening of Financial-part (Financial & Technical bid shall be submitted by the bidder at the same time)
- 2. Broad outline of activities from Bidders prospective:
 - I. Procure a Digital Signing Certificate (DSC)
 - II. Register on Electronic Tendering System on e-procurement portal of Gujarat Circle
- III. View Notice Inviting Tender (NIT) on e-procurement portal of Gujarat Circle
- IV. Download Official Copy of Tender Documents from e-procurement portal of Gujarat Circle
- V. Clarification to Tender Documents on e-procurement portal of Gujarat Circle
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
- VI. Bid-Submission on e-procurement portal of Gujarat Circle
- VII. Attend Public Online Tender Opening Event (TOE) on e-procurement portal of Gujarat Circle
 - For opening of Technical-Part
- VIII. View /Post-TOE Clarification on e-procurement portal of Gujarat Circle (Optional) respond to BSNL's Post-TOE queries
 - IX. Attend Public Online Tender Opening Event (TOE) on e-procurement portal of Gujarat Circle on opening of Financial-Part (Only for Technical Responsive Bidders)
 - X. Participate in e-Reverse Auction if applicable on e-procurement portal of Gujarat Circle
 - For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the e-procurement portal of Gujarat Circle.
- 3. Digital Certificates
 - For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration

To use the Electronic Tender portal http://gujaratbsnl.abcprocure.com Vendor need to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the etendering activities. In E-procurement terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal http://gujaratbsnl.abcprocure.com (on the Home Page), and follow further instructions as given on the site.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact M/s e-Procurement Technologies Ltd., Ahmedabad. Helpdesk. Helpdesk (as given below), to get your registration accepted/activated.

M/s e-Procurement Technologies Ltd, Helpdesk

Telephone Phone: +91 079-40270555/0564/0507/0566

[between 10:00 hrs to 18:00 hrs on working days]

E-mailID <u>support@abcprocure.com</u>

BSNL's Contact Person Shri I.H.Mirza, AGM (MP)

Telephone/ Mobile 079-26480117/ 09426628820

[between 10:30 hrs to 17:00 hrs on working days]

E-mail ID coagmmp@gmail.com

BSNL's Contact Person Shri Kamlesh Solanki, CAO (Taxation)

Telephone/ Mobile 079-26440562/ 09426001125

[Between 10:30 hrs to 17:00 hrs on working days]

E-mail ID bsnlgst.guj@gmail.com

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on e-procurement portal of Gujarat Circle Broad outline of submissions are as follows:

- O Submission of Bid Security/ Earnest Money Deposit (EMD)
- o Submission of digitally signed copy of Tender Documents/ Addendum
- o Two Envelopes
- o Techno-commercial-Part
- o Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure.

NOTE: Bidder must ensure that after following above the status of bid submission must become- "Complete".

6. **Offline Submissions:**

The bidder is requested to submit the following documents offline to AGM (MP) O/o CGMT ,BSNL ,Telephone Bhawan, 9th Floor, A-wing, C.G.Road, Ahmedabad-380006 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- 1. EMD-Bid Security (Original copy).
- 2. Cost of tender document of Rs.590/- (Rs.500 + 18% GST)
- 3. Power of attorney along with attested copy of Board resolution.

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in e-procurement portal of Gujarat Circle in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic EncrypterTM functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multiword sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in e-procurement portal of Gujarat Circle is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

e-procurement portal of Gujarat Circle offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on e-procurement portal of Gujarat Circle.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

e-procurement portal of Gujarat Circle has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

e-procurement portal of Gujarat Circle has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on e-procurement portal of Gujarat Circle. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as — a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. **E-Reverse Auction (if applicable)**

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal http://gujaratbsnl.abcprocure.com and go to the User-Guidance Center

The help information provided through 'e-procurement portal of Gujarat Circle User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems the use of e-procurement portal of Gujarat Circle

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on e-procurement portal of Gujarat Circle
- 2. Register your organization on e-procurement portal of Gujarat Circle well in advance of your first tender submission deadline on e-procurement portal of Gujarat Circle
- 3. Get your organization's concerned executives trained on e-procurement portal of Gujarat Circle well in advance of your first tender submission deadline on e-procurement portal of Gujarat Circle
- 4. Submit your bids well in advance of tender submission deadline on e-procurement portal of Gujarat Circle (There could be last minute problems due to internet timeout, breakdown, et al) While the first three instructions mentioned above are especially relevant to first-time users of e-procurement portal of Gujarat Circle, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration the users have to ensure that they have Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) / Windows Vista / Windows 7 installed in their respective PC / Laptop
- Broadband connectivity.
- Microsoft Internet Explorer 8.0 or above
- Digital Certificate(s) for users Class- 2 and above

12. Vendors Training Program

Online training would be provided, if required by bidders. Training is optional. Vendors may please send their request for training to M/s e-Procurement Technologies Ltd by Email. Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Tentative Dates Date of uploading of Tender document +		Date of uploading of Tender document + 7 days		
Venue			Online	
Vendor	Training	Charges(per	Rs. 5000.00
participan	t) per training	day		
Mode of Payment of Fee			DD drawn in favour of M/s e-Procurement	
			Technologies Ltd.	

SECTION-V: General & Commercial Conditions of the Contract:

- **1.** The bidder should be:
 - (a) A Chartered Accountant within the meaning of the 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
- **2.** Bidder should have experience of at least five years in VAT,CST,WCT, service Tax and GST 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 GST, or** applicable on nature of services will be paid extra. The rate should be quoted on monthly basis.
- **5.** The rates accepted will ordinarily be operative for two years 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 as in words. If there is any cutting/over writing, it should be initialed by tenderer otherwise tender will be rejected out rightly. 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 a reliable 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.
- **12.** Consultant will inform BSNL, Gujarat about the latest amendment(s) and notification issued under the GST Act.
- **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. GST. The relevant information shall be provided by A.O. (Taxation) of Gujarat Circle, Ahmedabad.
- 17. The consultant shall determine the Tax liability of GST.
- 18. Assessment for GST shall be arranged by the consultant.
- 19. Advice /Opinion from time to time regarding GST from the date of inception in Gujarat State.
- 20. Consultant shall provide guidance related to 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 (Taxation).

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 (Taxation) 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 remain accessible to Accounts Officer (Taxation)
- 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 and GST 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.
- 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 the same rate, terms and conditions if mutually agreed to both parties.

- **2.** Tenure of the contract: Two years w.e. from the first day of month subsequent to signing of agreement.
- 3. Estimated cost (p.a.): 2,40,000/- (Rupees two lakh forty thousand only) (Plus applicable GST)
- 3.1 No TA/DA/other expenses will be paid/ reimbursed by BSNL to consultant **except** when they are called for attending any meeting and the distance travelled is more than 50 kilometers. Bill, if any, for reimbursement of TA/DA should be separately submitted.
- 3.2 The admissible TA/ DA shall be equivalent to the TA/ DA rates applicable for Statutory and Branch Auditors. (Section VIII F)
- 3.3 From 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. 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. 590/- (Five Hundred ninety only) (Rs.500/- + 18% GST), (non refundable). 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. 590/- (Five Hundred ninety only) (Rs.500/- + 18% GST), (non refundable) 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). BG in favour of AGM (MP), O/o CGMT Ahmedabad or 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 3 years in favour of Accounts Officer (Cash), O/o CGMT, Ahmedabad-6. in the format available at Section VIII (B)
- **7. Payment Terms:** Quarterly Bill shall be submitted by the firm in duplicate as under to AO (Taxation), 1st Floor, Navrangpura Telephone Exchange Building, C.G. Road, Ahmedabad 380006 for payment.
- 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 nonperformance 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 statuary 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: 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 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: 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-I	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 Registration Number :8. Total practice / experience in years :
9. Type and years of experience in:
1.Auditing
2.VAT, CST, WCT, SERVICE TAX, INPUT CREDIT, CENVAT and GST
10. Type of cases being handled presently.
11. Income Tax PAN.
12. GST registration number.
13. Annual turnover for last three years:
2015-16
2016-17
2017-18
14. Profile of the firm:
15. Any other information
Notes: Documentary evidence for serial number 6 to 14 should be enclosed with application positively please.
Signature
Place: Name:
Date: Authority

SECTION - VII

(Part – II): CERTIFICATE REGARDING NEAR RELATIVES

١.	l. <u>I</u>	
	resident ofS/O hereby certify that none of	f my near relative (s) as defined
	in Section IV clause 29.3 in the tender document is/are em	ployed 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) and daughter's husband (son in law), brother(s) and brother's wife (sister in law), sister(s) and sister'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 Engineer/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.

SECTION VIII (A) BID FORM

EOI No: MP/ Hiring of TAX Consultant /2018-19/014 Dated 06/03/2019.

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

Subject: EOI No. MP/ Hiring of TAX Consultant /2018-19/014 Dated 06/03/2019.

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
Name and Signature
In the capacity of
Duly authorized to sign the bid for and on behalf of

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 agreement, on production of the bank guarantee for request of as 'the bank') at the refer to 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. do hereby undertake to pay the (2) We (name of the bank) 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
- (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.

shall be final and binding on the bank. However, our liability under this

guarantee shall be restricted to an amount not exceeding.

(4) 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 theday of
For
(Indicate the name of bank)

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 not in respect of
We hereby authorize (1) Mr./Ms
Signature of the Representative
Signature Attested
Signature of Bidder/ Officer authorized to sign the Bid Document on behalf of the Bidder.
Notes:

- 1: Only one representative 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.

SECTION VIII (D): Financial Bid Proforma

EOI No: MP/ Hiring of TAX Consultant /2018-19/014 Dated 06/03/2019	EOI	No: MP/ Hiring of TAX Consultant /2018-19/014	Dated	06/03/2019
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FINANCIAL BID

Sl.No.	Description	Amount Excluding GST (per month)	(Rs)	Amount in words (Rs) Excluding GST (per month)
1	VAT, CST, WCT, Service Tax, Input Credit, Cenvat availment and GST related works			

Note:

Consultant can quote fees for per month, however payment will be made on Quarterly basis.

The paying Authority will be A O (Cash), O/o C G M T, 4th floor, Telephone Bhavan, C.G. Road, Ahmedabad - 380006.

GST + Applicable Cess shall be paid extra.

Signature:	
Place:	Name:
Date:	Authority:

SECTION-VIII (E)

Format for Earnest Money (Bank Guarantee) Deposit

To AGM (MP)
O/o CGM
Gujarat Telecom Circle BSNL Ahmedabad.
Whereas
KNOW ALL MEN by these presents that we
THE CONDITIONS of the obligation are:
 If the Firm withdraws its bid during the period of bid validity specified by the BSNL in the Bid form Or
2. If the Firm, having been notified of the acceptance of its bid by the BSNL during the period of bid validity:
(a) Fails or refuses to accept and/ or perform obligations; or(b) Fails or refuses to furnish the Performance Security in form of Bank Guarantee, in accordance with the instructions to the Firm.
We,
This guarantee shall remain in force till2018 as specified in clauses 15 of the Bid Document and any demand in respect thereof should reach the Bank not later than the specified date/dates.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o CGMT BSNL Ahmedabad." payable at Ahmedabad.

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Signature of the Bank Authority.				
Name	:			
Signed in Capacity of	:			
Signature of witness	:			
Full address of Branch	:			
Name & Address of witne	ss:			
Tel No. of Branch	:			
Fax No. of Branch	:			
Bank details of BSNL:				
Name of Bank	:			
	:			
Collection Account No.				
IFSC	:			

SECTION-VIII (F): TA / DA Entitlement

Mode of	Group			
Conveyance / Stay	Partner	Qualified Assistants (CA, ICWA, CS)	Other Than Qualified Assistants	Remark
Taxi - For distances beyond eight (8) Kms.	Rs.8 /- per Km.	Rs. 8/- per Km.	Rs. 8/- per Km.	Subject to production of receipt
Own Car - For distances beyond eight (8) Kms.	Rs.6/- per Km.	Rs. 6/- per Km.	Rs.6/- per Km.	In case one or more audit staff is going to same destination on same day only Only one Taxi /Own car fare will be admissible.
Travel by Train	Equivalent to JAG	Equivalent to STS	Equivalent to Sr. A. O.	On production of Railway Tickets
Travel by air	Equivalent to JAG and if the distance involved is more than 500 Kms. and the journey cannot be performed overnight	Not entitled	Not entitled	On production of Air Tickets
DA (if Stay in Hotel)	Equivalent to JAG Officers	Equivalent to STS Officers	Equivalent to Sr. A. O.	Subject to production of receipt
DA (If own arrangement is made)	Equivalent JAG Officers	Equivalent to STS Officers	Equivalent to Sr. A. O.	

Notes:

- 1. The above rates are effective as on date and any revision in the rates will be notified separately.
- 2. No TA/DA/other expenses will be paid/ reimbursed by BSNL to consultant **except** when they are called for attending any meeting and the distance travelled is more than 50 kilometers. Bill, if any, for reimbursement of TA/DA should be separately submitted.

SECTION-VIII (G):

List of the cases related to service tax pending at various forums as on 11/12/2018

Sr No	Name of the Unit	Nature of the dues	Period	Amount under dispute incl interest & penalty	Forum where dispute is pending
1	Ahmedabad	Service tax, interest and penalty	2009-10 to 2011- 12	31439503.00	CESTAT
2	Jamnagar	Non payment of service tax on legal fees on RCM basis	2013-14 to 2014- 15	83878.00	Commissioner Appeal
3	Jamnagar	Interest on delayed payment of service tax	1997-98 to 2000- 01	12987000.00	Gujarat High Court
4	Rajkot	Cenvat credit utilised on rent a cab services	2013-14	495221.00	CESTAT Ahmedabad
5	Surat	Free calls to BSNL Employees.	2009-10 to 2013- 14	5600658.00	CESTAT
6	Surat	Wrong Availment of Cenvat on Telephone Istruments & Internet Modems.	2009-10 to	24794761.00	CESTAT
7	Surat	Utilization of Cenvat credit and suppression of facts	2009-10	32992916.00	CESTAT
8	Surat	Legal services.	2012-13 and 2013-14	1415536.00	Superintendent(Audit)
9	Surat	Security services	2012-13 to 2013- 14	427743.00	CESTAT
10	Surat	Availment of Cenvat on tower materialPeriod Oct 2005 to 2007	2005-06 to 2006- 07	1338675.00	Additional commissioner
11	Vadodara	Service tax, interest and penalty	2001-02 to 2003- 04	60748565.00	CESTAT

Sr	Name of	Nature of the dues	Period	Amount	Forum
No	the Unit			under dispute	where
				incl interest &	dispute is
				penalty	pending
12	Valsad	Availment of CENVAT Credit	2006-2007	11061736.00	CESTAT
			to 2010-		
			2011		
13	CMTS	Cenvat reversal	Apr-10 to	35210567.00	High Court
			Dec-10		C
14	CMTS	Cenvat reversal	Jan-12 to	20266133.00	CESTAT
			Aug-12		
15	CMTS	Cenvat reversal	Jan-11 o	54360156.00	CESTAT
			Dec-11		
16	CMTS	Cenvat reversal	Nov-11 to	2965402.00	CESTAT
			Mar-11		
17	CMTS	VCES	Feb-10 to	1552281.00	CESTAT
			Mar-12		
18	CMTS	Cenvat reversal	2009-10 to	14980853.00	CESTAT
			2011-12		
19	Taxation	Availment of Cenvat on tower	2014-15	2192338.00	CESTAT
		material			
	Total			314913922.00	

Note: The list is inclusive and not exhaustive

Check List

Check	k List	T	ı	
Sr. no.	Particulars	Documents to compulsory submitted offline and Copy to be uploaded in E-tender portal		documents
1	Cost of Bid documents of Rs. 590/-	As per Section I		
2	EMD of Rs. 10,000/-	As per Section I		
3	Power of attorney	As per section IV clause 13.3		
Sr. No.	Particulars	Documents to submitted online in E-tender portal	whether uploaded Y/ N	documents
4	The Firm should be either Chartered Accountants or Cost Accountants Firm (Partnership/Limited Liability Partnership). The Firm should be in existence for at least 5 years	A latest constitution certificate issued by the Institute of Chartered		
5	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 /		
6	The Firm or any of its partners should not be associated with BSNL in any professional capacity. However any firm fulfilling all other eligibility conditions of this EOI, and currently engaged with any BSNL Circle as Auditor/ Tax consultants shall be eligible to bid.	A self- declaration certificate is required to be furnished by the firm.(As per Section IV clause 2(iv))		

Sr. No.	Particulars	Documents to submitted online in E-tender portal	whether uploaded Y/N	documents
7	The Firm should have Audit/ Tax consultants experience of at least 5 years	Satisfactory performance certificate alongwith turnover certificate/		
8	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	balance sheet from the firm where bidder has experience(As per Section IV clause 2(v) & (vi))		
9	The turnover of the Firm for the past three consecutive years i.e 2015-16,2016-17 & 2017-18 should not be less than Rs.50 Lakh p.a	Sufficient documentary proofs like audited P&L A/c, ITR etc (As per Section IV clause 2(vii))		
10	Bid form	As per Section VIII(A)		
11	Bidder's Profile	As per Section VII Part-I		
12	Certificate regarding Near relative	As per Section VII Part-II		
13	Copy of Income Tax PAN Card	As per section IV clause 4.1 (v)		
14	GST registration Certificate	As per section IV clause 4.1 (vi)		
15	Copy of memorandum of association & Articles of association in the case of company of copy of partnership deed in the case of partnership firm	As per section IV clause 4.1 (ix)		
16	ICAI / ICWAI /legal practitioner registration number	As per section VII (Part-I) (7)		

Sr. No.	Particulars	Documents to submitted online in E- tender portal	whether documents uploaded Y/N
17	Date of enrolments as C.A./ CWA / legal practitioner	As per section VII (Part-I) (6)	
18	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	As per section V clause 6	
19	Copy of duly signed bid documents		
20	Clause by clause compliance as per clause 10.1 of Section-IV	As per clause 10.1 of Section-IV	
21	Working office at Ahmedabad		
22	Authorization letter for attending Bid Opening Event	As per Section VIII (c)	
23	Any other supporting documents		