



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

BID DOCUMENT

Limited tender document for hiring the consultancy service of Chartered Accountant for service tax related works of CTSD, Jharkhand Telecom Circle for two years.

No. 15-102/MM/Empanelment of CA /2012-13/13

Dated 17-09-2012

AGM (NWP-CFA)
Jharkhand Telecom Circle,
Room No A-303, MM Section
ARTTC Campus, Near Jumar River
Ranchi-835217

Price Rs. 560/=



Bharat Sanchar Nigam Limited
A Govt of India Undertaking
Office of the C.G.M.T, Jharkhand Circle
ARTTC Campus, Near Jumar River, Ranchi-835217, Jharkhand

To

No : 15-102/MM/Empanelment of CA /2012-13/13

Dated 17-09-2012

Subject : Tender for empanelment of Chartered Accountant for service tax related works of CTSD, Jharkhand Telecom Circle for two years.

Sir,

Sealed quotations on minimum rates for the above job are invited on behalf of CGMT, BSNL, Jharkhand Circle in attached prescribed Performa. Tenders should reach -

AGM (NWP-CFA)
O/o CGMT,BSNL,Jharkhand Telecom Circle,
Room No A-303, MM Section
ARTTC Campus, Near Jumar River
Ranchi-835217

By 15.00Hrs of 08-10-2012

The tender thus received will be opened in the presence of bidders or their representatives on the same date at 15.30 Hrs in the chamber of AGM (NWP-CFA). All bidders (or his representative limited to one person per bid) are requested to be present at the time of opening of the bids.

AGM (NWP-CFA)
Jharkhand Telecom Circle



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LIMITED TENDER
SINGLE BID SYSTEM

1. **Job description:** The firm will carry out the following activities as part of service Tax related works of CTSD, JTC, Ranchi
 - Preparation of invoice for issuing store items from CTSD, Ranchi to various SSAs/ Units on daily basis.
 - Filing of quarterly return to service tax department.
 - Assisting in legal matters as and when they arise.
 - Assisting in maintenance of all records related to issue of materials with/without excise duty.
 - Preparation of detail invoice of stores SSA wise for raising ATD.
 - Preparation of detail invoice of stores for other circles for raising ATD through AO (CA)
 - Online preparation and submission of quarterly return of CENVAT.
 - Other related works.

2. **General Conditions of the contract:**
 - i. Bidder should be empanelled with Institute of Chartered Accounts of India (ICAI).
 - ii. Bidder should have experience of at least three years in providing taxation related service to State Govt/Central Govt / PSUs.
 - iii. CA/CA firm should be based at Ranchi only.
 - iv. All enclosures attached with the tender form must be self-attested by the tenderer.
 - v. The quoted rates should be inclusive of all Taxes/duties. Service Tax if applicable on nature of services will be paid extra. The rate should be quoted on monthly basis.
 - vi. The rates accepted will ordinarily be operative for two years wef first day of month subsequent to date of signing of agreement.
 - vii. 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.
 - viii. No further description of rates any where 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.
 - ix. No cognizance shall be taken of any other paper bearing its effect on quoted rate.
 - x. 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 fulfill all or any of above condition are liable to be rejected outright.
 - xi. 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.

- xii. 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.
- xiii. The individual signing the quotations form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor stating that he has authority to bind other such person of firms as the case may be in all matter pertaining to the contract including the arbitrations clause. If subsequently the person so signing fails to provide the said power of attorney within reasonable time, BSNL may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In the case of limited company the individual signing the quotation should state the capacity which he is signing and should be prepared to produce copy of documents empowering him to sign on behalf of the company if called upon to do so.
- xiv. The security deposit money of the contract will be forfeited in case of failure/breach of any terms & conditions. This will be in addition to any other remedy to be paid.
- xv. The tenderer signing the tender in case of firms should specify clearly whether they are signing as (1) sole proprietor (ii) partner (iii) Power of attorney (iv) Director, Manager or secretary etc as the case may be. The copies of documents authorizing the tenderer signing the tender on behalf of the company/firm/persons should be attached with a photocopy of firm deed.

3. Documents to be submitted with bid :

- (i) Cost of Bid document in form of DD.
- (ii) Cost of EMD in form of DD.
- (iii) Proof of empanelment with ICAI.
- (iv) Experience certificate of minimum 3 years in Central Govt/State Govt/PSU for providing similar services.
- (v) Copy of PAN card.
- (vi) Rate for providing services as detailed herein in format at Page no. 8 of 8 of this bid document.
- (vii) Service Tax registration particulars

4. Special conditions of the contract:

- (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 SDE (CTSD) 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 SDE (CTSD).

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

(viii) CGMT, BSNL, Jharkhand 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 service tax related all pending issues.

(xi) CGMT, BSNL, Jharkhand 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. BSNL reserves the right of doing negotiations with tenderers for arriving at proper rates in the interest of the BSNL.

(xii) BSNL will not be liable to pay any interest on the earnest money or on the security deposit. 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 same rate, terms and conditions if mutually agreed to both parties.

5. Tenure of the contract: 2 years wef the first day of month subsequent to signing of agreement.

6. Estimated cost (for two years): 1,63,200/- (One lakh sixty three thousand two hundred only) (Inclusive all)

6.1. Cost of Tender Document: Non-refundable Rs 560/- (Rs Five hundred and sixty only). Draft in favour of Accounts Officer (B&A), O/o CGMT, Ranchi is to be enclosed with the offer. Bid document can also be downloaded from Website: www.jharkhand.bsnl.co.in & the cost of bid document of Rs. 560/- (Rs. five hundred and sixty only) in form of DD must be attached at the time of submission of bid.

7. EMD (Earnest Money Deposit): Rs. 3264/= (Rs. Three thousand two hundred and sixty four only). Draft in favour of Accounts Officer (B&A), O/o CGMT, Ranchi is to be enclosed with the offer.

8. Performance Security Deposit: Successful bidder will have to deposit performance security deposit amount equal to 5% of total value of tender awarded in form of Draft in favour of Accounts Officer (B&A), O/o CGMT, Ranchi.

Note - Two separate Demand Draft is to be enclosed with the tender (one for Cost of Tender Document and one for EMD).

The EMD deposit of unsuccessful bidders will be returned after award of work to successful bidder. Successful bidder's bid security will be returned after signing of agreement and furnishing of performance security.

9. Payment: Monthly bill shall be submitted by the contractor in duplicate to SDE (S), CTSD at ARTTC for payment.

10. 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.

11. 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, Jharkhand Telecom Circle, Ranchi 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 Ranchi and no other place in India.

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.

AGM (NWP-CFA)
Jharkhand Telecom Circle, Ranchi



Bharat Sanchar Nigam Limited

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TE No. - 15-102/MM/Empanelment of CA /2012-13/13

Dated 17-09-2012

Rate for rendering consultancy service for service tax related works of CTSD, Jharkhand Telecom Circle for Two years.

a. Name and full address of the bidder:

b. Telephone no.

Office:

Residence:

Mobile:

e-mail id :

c. Rate –

Rate per month inclusive of all taxes and duties (excluding service tax)

In figures: Rs.

In words: Rupees

Signature :

Name :

Date :