



JODHPUR VIDYUT VITRAN NIGAM LTD.

Corporate Identity Number (CIN) –U40109RJ2000SGC016483

Regd. Office : New Power House, Jodhpur- 342003

Phone No : 0291-2742232 Fax No : 0291-5106031

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No. / JdVVNL/CAO (B&R)/S. Budget/ F. Tax / 17-18 / D. 328 Dt. 5/6/17

NOTICE INVITING TENDER

Sealed bids in two envelopes (Technical bid and Financial bid) are hereby invited from the Practicing Chartered Accountants / firms of Chartered Accountants for “providing professional services on GST” to Jodhpur Discom for the F.Y. 2017-18. Interested parties / persons are requested to quote their rates for tax consultancy services on GST as per scope of work mentioned in clause 1 of terms and conditions.

The terms and conditions of the Bid documents, Tender Cost, Earnest Money etc. are as below:-

S.No.	Tender No.	Tender Cost (Rs.)	Earnest Money (Rs.)	Last Date of bid submission	Date of opening Tender
1	2	3	4	5	6
1.	CAO (B&R)- TN – 3 – 2017-18	200	2000	19.06.2017	19.06.2017

Terms & Conditions:-

1. Description and Scope of assignment

The scope of work would include:

- Preparation and filing of all the required statutory Monthly returns / Quarterly returns / Annual Returns of all the 11 circles and other associated offices of Jodhpur Discom. For professional fees billing purpose, only one composite unit i.e. Jodhpur Discom as a whole shall be considered for all the Circles and other associated offices of Jodhpur Discom.
- Assessment Proceeding
- Filing of Stay / Waiver Application before the competent appellate authorities.
- Filing of Appeals before the competent appellate authorities.
- Time to time support / training / assistance to Discom officials to maintain the required records for the compliance of GST.

2. **Price Clause:-**

Rates should be quoted item wise in the Annexure "E".

3. **CLARIFICATION ON TENDER DOCUMENTS**

The tenderer may obtain any clarification regarding the tender document by writing or by fax to:

**The Chief Accounts Officer (B&R),
Jodhpur Vidyut Vitran Nigam Limited
New Power House,
Jodhpur.342 003
Tele fax No. (0291-5106031)**

The tenderer is advised in its own interest to examine the tender documents, instructions, forms, terms and general information. Failure to provide information, which is essential to evaluate the tender or to provide timely clarification or substantiation of the information supplied or submission of tender not substantially responsive to the tender document may result in disqualification.

4. **Work Contract period:-**

Initially the work order shall be for the F.Y. 2017-18 which can be extended further as mutually agreed.

5. **Submission of Request:-**

The request offer shall be submitted in prescribed format duly completed and signed on each page by the authorized signatory in two parts, i.e. "**Technical Bid**" and "**Financial Bid**". Request should be submitted through one sealed big size envelope Superscripted as "Notice Inviting Tender for providing professional services on GST to JODHPUR VIDYUT VITRAN NIGAM LIMITED (JdVVNL)" having three envelopes therein. **First envelope** for Technical Qualification and having one signed copy of request offer **Second envelope** for financial bid and **Third envelope** for earnest money deposit. Envelopes shall be superscripted "Technical Bid", "Financial Bid" and "Earnest Money".

(A) **Technical Bid**

The envelop for "Technical Bid" will contain information / documents towards qualification criteria for which the applicant is going to submit his offer as described in Annexure – 'A'.

The information towards commercial details of the firm duly filled in Annexure – ‘B’ along-with supporting documents should be submitted by the Applicant.

Qualification criteria are mentioned in Annexure – ‘C’.

One letter of request offer shall be submitted duly signed by the Authorised signatory.

(B) Financial Bid

The envelop for “Financial Bid” will contain the item wise rates quoted for the proposed work mentioned in Annexure – ‘E’.

(C) Earnest Money

A small sized envelope containing proof of depositing / furnishing the Earnest Money of Rs. 2000/-. The envelope shall be superscripted as “Earnest Money”.

6. Criteria for Evaluation for request :-

The application / request received from the applicant shall be evaluated on technical qualifications criteria as per Annexure-“D” and the request securing 75% & above marks shall only be considered for opening of Financial Bid. After opening of Financial Bid, the lowest one (L1) will be decided in Toto thereafter lowest among the lowest i.e. item wise lowest rates shall be selected for awarding the work.

7. The Cost of tender specification (Non-refundable) and EMD as above shall be payable in demand draft / Bankers Cheque in favour of Accounts Officer (CPC), JdVVNL, Jodhpur and the same shall be deposited in this office with the tender documents. The bidders are required to furnish the Bid documents in the office of the undersigned up to 11.00 A.M. of 19.06.2017 which will be opened on the same day i.e. 19.06.2017 at 11.30 AM.

8. Eligible bidders should submit their bid well in advance instead of waiting till last date. JdVVNL will not be responsible for non-submission of Bid due to postal delay.

9. The decision of the Chief Accounts Officer (B&R), JdVVNLtd, Jodhpur in the matter of interpretation and scope of work etc. shall be final and binding upon both the parties.
10. All disputes, differences, questions, whatsoever, arise between the parties shall be subject to jurisdiction of courts at Jodhpur only.

11. Ambiguities in the conditions of application :-

In case of ambiguity(s) or self contradictory terms and (or) conditions mentioned in the request, interpretation as may be advantageous to the Nigam; shall be taken without any reference to the applicant and shall be final & binding.

The Nigam shall not be responsible for any cost or expenses, whatsoever incurred by the applicant in connection with preparation of submission of request.

The Nigam reserves the right to vary the area, and shall neither be liable for any action nor be under any obligation to inform the applicant about the grounds whatsoever for the variation.

12. Request forms & Acceptance thereof:-

Each applicant must prepare and submit his request strictly according to the procedure laid down in the above mentioned General Terms & Conditions. The applicant may if it deems essential, shall submit in an envelope containing short and concise memorandum or any letter accompanying the request as to form a part of the request. Any applicant wishing to submit descriptive matter for consideration must enclose it in a separate envelop, mark and addressed in the same manner as the request with the addition of the word "Descriptive Matter".

13. Signing of Contract and Completion of Formalities :-

- (a) Successful applicant shall be required to sign the contract documents with the Nigam once on non judicial stamp paper for 0.25% of order value or Rs. 25000/- whichever is less. Cost of stamp paper and

revenue stamp to be affixed on document shall be borne by the applicant. The Nigam shall not reimburse these costs.

- (b) Failure of the Successful applicant (s) to sign the contract within **15 days** of date of issue of work order shall constitute sufficient grounds for the annulment of the award/empanelment.
- (c) The successful applicant shall be required to sign also the one set of tender document at the time of signing contract.

14. Award /Placement of work:-

Jodhpur Discom reserves the right to modify the scope of work, technical, commercial particulars at any time and to place the order as a whole or in parts and to reject any or all the tenders received without assigning any reason what-so-ever.

Jodhpur Discom will not be responsible for any cost /expenses as may be incurred by the tenderer in connection with preparation and delivery of the tender documents and demonstration, if required.

It would be absolutely at the discretion of the Nigam to award order to one agency for Nigam as a whole or distribute the work among more than one tenderer.

15. Rules & Regulations:-

The work/job shall be carried out as per the rules, regulation and other details as prevailing in the Nigam, which shall be made available to the applicant. These rules and regulations may be modified by the Nigam from time to time and would be intimated to the applicant for adhering to the same. The applicant will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time. For any consequences arising out of non compliance whatsoever in regard to all the prudent and applicable provisions of these acts, regulations etc, the applicant shall be wholly responsible.

16. Disqualification:-

The J.D.V.V.N.L. may, at its own sole discretion, and at any time during the evaluation process without any information, disqualify any applicant to award work, **if the applicant has:-**

- (a) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- (b) Exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failure etc.;
- (c) Submitted a proposal which is not accompanied by required documentation or is non-responsive;
- (d) Failed to provide clarifications related thereto, when sought;
- (e) Submitted more than one proposal. This will cause disqualification of all the proposals submitted by such applicant;
- (f) Any action on the part of the applicant to revise the rates / prices and modification in the substance of original request, submission of any supplementary information unless and otherwise specifically asked for, at its own instance may result in rejection of the request and may also debar him from submission of request to the Nigam in future for a period as decided by the Nigam.

17. Terms for Payment of Professional Fee:-

No advance Professional Fee shall be paid. The 100% of total professional fee of each bill shall be made generally within 30 days of satisfactory completion of the work and submission of the report as required by the Nigam's authorities and on submission of the bill in **triplicate**. In case of shortage of any document(s) / report(s) the bills shall not be processed.

The TDS, Service Tax/GST shall be deducted as per rules.

18. Period for Execution of Work:-

The Work(s) awarded has to be executed / completed within the stipulated statutory period. The applicant shall depute required working officer for the concerned Accounts Officer and as desired by the Corporate Office for timely completion of work.

19. Submission of Audit Report:-

The Auditor is required to submit its Audit report to the Sr. Accounts Officer (Budget) JdVVNL, Jodhpur.

20. Compliance of Labour Legislation:-

The applicant shall discharge its liability of employer / applicant in respect of personnel to be engaged for service, as set out in EPF and MP Act-1952, ESI Act-1948 (in ESI implemented area), Workmen's Compensation Act-1923 (in non ESI implemented area), Contract Labour (R&A) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948 etc. The applicant is required to get separate code under the provision of EPF & ESI Acts, if not already taken & deposit the employer's contribution along-with employees' subscription, as per rules and submit copies of challans at the time of claiming payment, as per clause 27, failing which an amount equivalent to employer's contribution and employees' subscription shall be deducted from its each bill and deposit with the concerned authorities. The applicant shall be solely responsible for any consequences arising out of breach of any legislation.

21. Safety of Record:-

The documents and records relating to GST Audit and other consultancy works shall be handed over to the Nigam in good condition from time to time as and when required by the Nigam in soft as well as hard copies as per "Scope of Work" and finally after completion of the work. The original records taken from any of the office of the Nigam shall be kept safe and intact and handed over back in good condition to the respective office after completion of audit. The applicant shall make good to the Nigam any loss suffered by it due to default of the applicant in this respect.

22. Security & Secrecy:-

Applicant shall not disclose the reports / records to anybody else and shall maintain a close secrecy in this regard except authority of the Nigam and tax authorities as per statutory requirements.

23. Conduct of Applicant's Staff :-

If any of the applicant's employees in the opinion of Nigam is found guilty or commits misconduct or incompetence or negligence, then if so directed by the Nigam, the applicant shall at once remove such employee and replace him / her by a qualified and competent substitute.

24. Lien :-

In case of any lien or claim pertaining to the work and responsibility of the applicant for which the Nigam might become liable, it shall have right to recover such claim amount from the applicant.

25. Coordination from Audit Office:-

Each of the audit office shall be required to coordinate with the auditor in such a manner so as to complete the audit of respective office within stipulated time.

26. Penalty :-

The time for completion of the job shall be deemed to be the essence of the contract. In case of delay or non-execution of the order, penalty @ $\frac{1}{2}\%$ per week or part thereof for first four weeks and thereafter 1% per week or part thereof, of the contract value, subject to maximum 10% of contract value will be imposed for delay in completion of work or delay in submission of Audit Report beyond the time limit prescribed in the order.

For this purpose, the date of receipt of report / information regarding delaying execution audit work/ submission of report in the office of the concerned Accounts Officer shall be considered for calculation of penalty. Interim report or incomplete report shall not be considered for submission.

27. Extension of Contract :-

The GST Audit and consultancy work will be initially for F.Y. 2017-18, which can be extended further as mutually agreed.

28. Extension of Time :-

Any extension in time beyond scheduled statutory period as mentioned / calculated for shall only be considered on merits by competent authority i.e. the **Managing Director**.

1. The award/allotment of work shall be made on the basis of the credentials, experience and capability furnished by applicant and liable to cancellation in the event of any professional or other misconduct, which has been taken cognizance by the Institute of Chartered Accountants of India or any other authority, coming to light at the later date.
2. The Nigam will provide reasonable workspace and furniture for the audit team. Other resources viz. computers, telephone, stationary etc. would have to be arranged by the applicant at its own cost.
3. The GST Audit and other tax consultancy works to be carried shall be executed by team consisting of **full time professional and assistant(s) having audit & tax experience**.
4. All the Audit and Tax consultancy Reports shall be signed by the Authorized Signatory of the applicant. The person signing the audit and other reports shall be responsible for the all work done by the audit team, irrespective of composition of visiting team at Audit Office.

29. Cancellation of Work Order :-

The JD.V.V.N.L. may upon written notice of default, **terminate contract in the circumstances detail hereunder:-**

- (a) If in the opinion of the Nigam, the auditor / tax consultant fails to perform the work within the statutory time limits or during the period for which the Nigam has granted extension.
- (b) If in the opinion of the Nigam, the auditor / tax consultant fails to comply with any of the provisions of this contract. In such case, a written notice shall be served by the Nigam to the successful applicant to stop further activities and take urgent steps towards corrective measures, failing which the work order will be cancelled.
- (c) In the event of such termination, the Nigam shall exercise its discretionary powers to award the work to other professional firm after giving due notice to the successful applicant on account at the risk and cost of successful applicant.

- (d) The performance of the applicant shall be reviewed periodically and for any unsatisfactory performance, the Nigam reserves the right to terminate the work order, giving a notice of **15 days** to the successful applicant.
- (e) The Nigam reserves all rights, not to give any reason in writing or otherwise, towards cancellation of the contract at any time.
- (f) The decision of the Nigam shall be final regarding the acceptability of the report submitted by the auditors and the Nigam shall not be required to give any reason(s) in writing or otherwise at any time towards rejection of the same.

30. Applicant's Default :-

If the successful applicant neglects to execute the work with the due diligence and expedition or refuses or neglects to comply with any reasonable orders given in writing by any representative of the Nigam, in connection with the works or contravenes the provision of the contract, the Nigam may give notice in writing to the applicant to make good the failure, neglect or contravention complained of. If the applicant fails to comply with the notice within 30 (Thirty) days from the date of service thereof, then in such case the Nigam shall be at liberty to employ other workmen and forthwith execute such part of the audit / tax consultancy work as the applicant may have neglected to do or if the Nigam shall think fit, it shall be lawful for it without prejudice to any other right, it may have under the contract, to take the work wholly or in part out of the applicant's hands and re-contract with any person or persons to complete the audit / tax consultancy work or any part thereof and in that event the Nigam shall be free to use all applicant's equipments that may have been at the time on the site in connection with the works without being responsible to the applicant over the same and the Nigam shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the said part of the work. If the cost of completing the work or executing a part thereof as aforesaid exceeds the balance payment due to the applicant, the successful applicant shall pay such excess. Such payment of excess amount shall be exclusive of the liquidated damages for delay, which the successful applicant shall have to pay if the completion of audit /tax audit work is delayed.

31. Force Majeure:-

Any cause that is beyond the reasonable control of the applicant or Nigam will be Force Majeure Condition. The cause of the Force Majeure condition will be taken into consideration only if the tendered within 15 days from the occurrence of such delay notifies. The Nigam shall verify the facts and grant such extension as the facts justify. For extension due to Force Majeure Condition, the successful applicant shall submit its representation along-with documentary evidence for scrutiny by the Nigam and decision of the Nigam in this regard shall be final and binding.

32. Subletting of Contract :-

The successful applicant shall not sublet the work. In case of getting execution of work through other auditor/consultant, the contract shall be terminated.

33. Suspension of Works :-

The Nigam shall not be liable to pay the applicant any compensation whatsoever arising from suspension or for idle labour.

34. Governing Laws & Jurisdiction :-

The agreement shall be governed & followed the Indian Laws and Sub Laws. Only the competent court at Jodhpur (Rajasthan) alone shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise. All disputes, differences, questions, whatsoever arising between the Nigam and the applicant shall be dealt with at Jodhpur City only and no court other than Court at Jodhpur (Rajasthan) shall have jurisdiction.

35. Settlement of Disputes :-

In the event of any question, dispute, interpretation or difference whatsoever which may arise between the Nigam and the applicant, the same shall be referred to the MD, Jodhpur Discom and the mutual settlement so arrived at shall be final and binding on both the parties.

Format for covering letter to the Request/Application submitted by the Applicant

On Applicant Letter Head

**The Chief Accounts Officer (B&R),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House, Jodhpur**

Sub:- Request on “Notice Inviting Tender for providing professional services on GST to JODHPUR VIDYUT VITRAN NIGAM LIMITED (JdVVNL)”.

Sir,

In response to the NIT, dated _____ issued by the Nigam, we submit our request in respect of “Notice Inviting Tender for providing professional services on GST to JODHPUR VIDYUT VITRAN NIGAM LIMITED (JdVVNL)” and offer our services for the services mentioned in the tender documents.

We are submitting the REQUEST on our own. If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience as specified in the tender document. We understand that, you are not bound to accept any or all request you receive.

We acknowledge and understand that in the event that Nigam discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us and our REQUEST from further participation in the process.

Yours Faithfully,

**Authorized Signatory
Name & Title of Signatory
Name & Address of applicant**

Format for submission with the request

Annexure – 'A - 1'

Personnel Capabilities

Number and Category of Personnel to be deployed on the Works, if undertaken:

Provide the information as required in the following table:-

S. No.	Name of Personnel	Qualification of Personnel	Type of work done so far	Experience (in Years)
1				
2				
3				
4				
5				
6				
7				

Annexure – 'A - 2'

Format for submission with the request

Financial Details (as per audited balance sheets)

Please enclose copies of audited / certified annual balance sheets and P&L account of past three years.

S. No.	Particulars	Income from professional receipts
1	FY 2013-14	
2	FY 2014-15	
3	FY 2015-16	
4	Total for past three years	
5	Average of past three financial years	

Commercial Details of the Applicant

1. Full name of Applicant :

(Individual / Firm)

2. Full Address of Head Quarter :

3. Full Address of Branch in Jodhpur :

4. Address of correspondence in :

Jodhpur (If differ then S.no. 4)

5. Date of Commencement of Profession :

6. No. of Years of running actively :

7. Telephone / Mobile No. :

8. E-mail Address :

9. In case of partnership firm :

Name & Details of Partners

(Also indicate their respective Qualification

& Period of Partnership in the firm)

10. Details of Taxation Consultancy Service Provided (Copies of work Orders)

: _____

Utility (State Electricity Board, Generation

/ Transmission / Govt. Company / State /

Central) if Applicable

**Authorized Signatory
Name & Title of Signatory with Seal**

QUALIFICATION CRITERION

1. The request for empanelment is open only to reputed Practicing Chartered Accountants / CA firms. The bidder should be registered with the Institute of Chartered Accountants of India having Certificate of Membership and Certificate of Practice.
2. Applicant must be in profession of taxation and in existence for a minimum period of 10 years as on 1 April 2017.
3. Applicant must have at least one FCA as a proprietor / partner and have a head office / branch office in Jodhpur, Rajasthan as on 1 April 2017.
4. Information related to the aforementioned criterion along-with covering letter (to be provided in Annexure – 'A') must be submitted along-with the offer.

Note: - Relevant documentary proof in respect of Annexure "D" Technical qualification for CA professionals / CA firms, all the above requirements needs to be submitted along-with the request. Without sufficient documentary proof about above qualifying criterion, the request is likely to be rejected.

Technical Qualification for CA Professionals / CA Firms

S. No.	Relative Conditions	Weights	Maximum Weights for the conditions
1	No. of Partners		
	Up to 5	5	
	6-10	10	
	11 & above	15	15
2	No. of FCA partners / Fellow Member		
	1-3	10	
	Above 3	15	15
3	Office in Jodhpur		
	Branch Office in Jodhpur	10	
	Head / Registered Office in Jodhpur	15	15
4	Year of existence		
	At least 10 Years	10	
	11-15 Years	15	
	Above 15 Years	20	20
5	Nos. of articles / paid assistants employed with the firm	1 per article / paid assistant up to 5	5
6	Average turnover in last 3 F.Y.		
	Up to Rs. 25 Lacs	5	
	Above Rs. 25 Lacs	10	10
7	Exposure of the Firm as Tax Consultants		
	In electricity/ Power sector companies under central / other state Govt. and Departments / PSUs / Banks / Nigams / Corporations / Govt. Companies of the Government of Rajasthan.	15	
	In Erstwhile RSEB / Discoms.	20	20

The Firm Securing 75% & above marks will only be considered as technically qualified for opening of price bid.

FINANCIAL BID

Item No.	SCOPE OF WORK	Estimated Qty.	Unit	RATE	AMOUNT (RS.)
1	2	3	4	5	6 (3*5)
1	GOODS AND SERVICE TAX (GST)				
1.1	Preparation and filing of all the required statutory Monthly / Quarterly returns / Annual Returns of all the 11 circles and other associated offices of Jodhpur Discom for GST AND revised returns if required.	12	PER MONTH		
1.2	Annual consultancy services for GST including time to time support / training / assistance to Discom Officers / officials to maintain the required records for the compliance of GST.	1	PER YEAR		
1.3	Regular Assessment Proceedings of GST	1	PER A.Y.		
1.4	Filing of Stay Application before the competent appellate authorities.	1	PER CASE		
1.5	Filing of Waiver Application before the competent appellate authorities.	1	PER CASE		
1.6	Filing of Appeals before the competent appellate authorities.	1	PER CASE		
1.7	GST AUDIT	1	PER YEAR		
	Total				

- Note:-**
- 1. The Service Tax / GST (if applicable) shall be paid extra as per applicable rates.**
 - 2. Photo copy charges if any shall be reimbursed on the production of original invoice.**
 - 3. No T.A. / D.A. or local conveyance shall be paid extra for the work at Jodhpur.**