

Bihar State Mining Corporation Ltd.

(Government of Bihar Undertaking)

Room No.164, Vikas Bhawan (New Secretariat), Bailey Road, Patna - 800015

CIN:- U10300BR2017SGC035811

Email: bih.minescorp@gmail.com

Website: www.bsmcl.in

Ref. No. BSMC-01/एशा-159/20-386

Date 29/09/2021

Notice Inviting Tender

Notice inviting tender for engagement of a firm of Chartered Accountants for providing support services for revenue matters, accounting support services and other services of statutory compliances of Bihar State Mining Corporation Ltd, Patna.

Sr. No.	Information	Details
1.	Name of the Organization	Bihar State Mining Corporation Limited
2.	Name of the Assignment	Support services for revenue matters, accounting support services and other services of statutory compliances.
3.	Tender Processing Fee / Cost (Non-Refundable)	INR 590/- (Inclusive of GST) (Rupees five hundred and ninety only) payable online through e-payment mode i.e. NEFT/RTGS/Credit Card/Debit Card on https://eproc.bihar.gov.in site.
4	Tender Fee/ Cost (Non-Refundable)	INR 1,180/- (Inclusive of GST) (Rupees one thousand one hundred and eighty only) payable online through e-payment mode i.e. NEFT/RTGS/Credit Card / Debit Card on https://eproc.bihar.gov.in site.
5	Earnest Money Deposit	INR 10,000/- (Rupees ten thousand only) in the form of Demand Draft in favour of 'Bihar State Mining Corporation Limited' payable at Patna.
4.	Date of issue of tender document	30/09/2021
5.	Last date of receipt of queries of bidders	04/10/2021 at 03:00 P.M.
6.	Date of issue of clarification	05/10/2021 at 06:00 P.M.
7.	Last Date of submission of bid	20/10/2021 at 01:00 P.M.
8.	Place, Time and Date of opening of Technical Bid	20/10/2021 at 05:00 P.M.
9.	Place, Time and Date of opening of Financial Bid	To be communicated to technically successful Bidders

10.	Contact person for queries	Administrative Officer Bihar State Mining Corporation Limited email: bih.minescorp@gmail.com
11.	Addressee and address at which proposal in hard copy in response to RFP notice is to be submitted	Administrative Officer Bihar State Mining Corporation Limited, Vikas Bhawan (New Secretariat), Bailey Road, Patna - 800015

Bidders having MSME Certificate are exempted from submission of EMD in the light of Government of India Memo No. F.9/4/2020, dated 02/11/2020.

Corrigendum / Addendum, if any, will be published on the website of the Corporation www.bsmcl.in / <https://eproc.bihar.gov.in> itself.

The RFP Document containing eligibility criteria, the extent and scope of work, terms and conditions, annexures etc. are available at website www.bsmcl.in / <https://eproc.bihar.gov.in> and can be downloaded accordingly from 30/09/2021 and onwards.

Sd/-
Administrative Officer
BSMC Ltd, Patna

Invitation to the Tender

Bihar State Mining Corporation Limited (the Corporation) invites from firm of Chartered Accountant to provide support services for revenue matters and providing supervision in preparation of Monthly / Annual Accounts, Statutory compliances, Taxation and pre-audit in all Accounting units and field offices, if any in accordance with the scope of work set out in the tender document.

Tender offers will be opened in the presence of the bidder's representatives, who choose to attend the opening of the tender on the above mentioned schedule and place.

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender are described in the tender document. The Corporation reserves the right to change the schedule and place mentioned above.

The RFP Document containing eligibility criteria, the extent and scope of work, terms and conditions, annexures etc. are available at website www.bsmcl.in / <https://eproc.bihar.gov.in> and interested Bidders may submit their bid accordingly from 30/09/2021 and onwards.

Apart from online submission, Bidders have to submit hard copy of their application (except financial bid), duly paged and flagged, to the Administrative Officer of the Corporation so as to reach before opening of Technical Bid.

Financial Bid of only technically qualified bidder shall be opened after intimating them in advance. Managing Director of the Corporation reserves the right to accept or reject any application(s) fully / partially, without assigning any reasons thereof. The decision of the Managing Director of the Corporation for engagement of the firms of bidder shall be final and binding.

Sd/-
Administrative Officer
BSMC Ltd, Patna

Disclaimer

This Request for Proposal (RFP) is issued by Bihar State Mining Corporation Limited (the Corporation), an undertaking of Government of Bihar. The intent of this RFP is to solicit proposals from those bidders, who are interested for provide support services for revenue matters and providing supervision in preparation of Monthly / Annual Accounts, Statutory compliances, Taxation and pre-audit in all Accounting units and field offices, if any in line with the terms and conditions described in this RFP.

This RFP is not an agreement and is neither an offer nor invitation by the Corporation, to the prospective bidders or any other person. The issue of this RFP does not imply that the Corporation is bound to select a bidder or to appoint the preferred bidder, as the case may be, for the Project.

Whilst the information in RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. It does not and does not purport to, contain all the information that a recipient may require. The information contained in this RFP is selective and the Corporation may in its discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Neither the Corporation nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed proposal, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed. Neither the Corporation nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent.

Information provided in this RFP to the bidders(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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1. Introduction

Bihar State Mining Corporation Limited (hereinafter referred as BSMCL) having registered office in Patna, Bihar and has operations in the entire state of Bihar. BSMCL is looking for engagement by outsourcing of CA firms having its head office / branch office in Patna for carrying out the jobs related to revenue and accounting by deployment of qualified and semi qualified CA and other assistants at BSMCL (HQ) and its district office, if any.

2. Scope of Work

The scope of work for engagement of CA firms for carrying out the following jobs by deployment of qualified and semi qualified CA and other assistants are as follows:

A. Revenue and Accounting Support Service:-

Support in timely Revenue collection and Supervision in Preparation of Accounts on quarterly and annual basis for all completed periods during the period of assignment, from the books maintained at Head Office and District Office, if any. The work will include following under the scope:

Part-I: Work Description

1. Providing support with timely Identification/recognition/collection of royalty and other income. Providing adequate manpower support as and when required for the scope of work;
2. Reconciliation of royalty due and received.
3. Checking for revenue leakage, if any;
4. Scope includes support in preparation and generation of management information / reports as and when required by the respective units at Head Office, District/Area or Circle level, if any;
5. Complete Checking of data entries made in relevant records and updating, rectification of discrepancies and accounting thereof;
 - i. Booking of Income and Expenses in proper accounting head;
 - ii. Ensuring day to day accounting transaction of payment and receipt and other miscellaneous expenses on timely basis;
 - iii. Maintaining and scrutinizing all ledger accounts at regular intervals;
 - iv. Checking and reconciliation of recovery and payment of advance to employees including transfer cases and accounting thereof;

- v. Entry for issue and receipt of Debit notes;
- vi. Accounting of F.D./Flexi Bank Deposits and interest entries to be made along with tax deducted at source;
- vii. Verification of the correctness of Annexures to the Report/Statements;
- viii. Checking Journal entries for;
 - a) Capitalisation and Depreciation
 - b) Provision of Gratuity, Pension, Leave Encashment and EPF and ESIC as and when required.
 - c) Provision for Expenses (Salaries and Administrative Expenses, computer billing etc.
 - d) Reversing previous year provision (Salaries and Administrative Expenses except Electricity Expense)
 - e) Debit Note (receipt and Issue)
 - f) Collection of GPF deduction/schedule of all employee of BSMCL as and when required.
 - g) Preparation of NPS contribution and subscription details of all employee (Officer & Staff) and calculate the total NPS liabilities in respect to each and every employee as and when required.
 - h) Assisting and advising in Compliances with the requirements under the Companies Act, 2013.

ix. Performing following reconciliation functions

To assist in the required reconciliation process of inter unit transaction and other transaction of BSMCL.

B. Collection of following statements

- i) Cash Certificate as per physical Cash and books of Accounts;
- ii) Bank reconciliation including reconciliation of Fixed/Flexi deposits and balance confirmations; and
- iii) Debit Notes.

C. Audit related assistance

- i) To assist BSMCL at the time of Statutory Audit / Supplementary audit by CAG of India during the course of Audit; and
- ii) Coordination with internal and Statutory Auditor, support in addressing audit queries /observation, as and when required.

D. Others:

- i) Maintenance of party wise ledger of all dealers / settlers and transporters; and
- ii) District wise Revenue Compilation based on the data provided and accounting thereof.

E. Carrying out of work in Tally

The work of accounting and preparation of Financial Statements will be carried out in Tally environment.

F. Statutory Compliances and Consultancy

- i) Filing of all types of returns and revised returns with respect to TDS, GST, wherever, applicable. Providing consultancy and compliances of all the statutory provisions and taxation related works and generation of statutory forms in schedule time. All the compliances related to TDS and others;
- ii) Obtaining registration number with different Central / State Govt. departments as and when required;
- iii) Assisting the company in Assessment for the Company in the matter of Income Tax, Commercial Tax, GST, etc. as and when required and as applicable and timely suggestions about mandatory compliances for the Corporation;
- iv) Assisting in Drafting and filing of petition, appeals, revisions, memorandum, opinion in the matter of different taxes as and when required for the Corporation;
- v) To appear before the Board of Directors, Committee of the Board, Auditors etc. as and when required by the Corporation; and
- vi) Any other work which may arise related to matters above or assigned by the competent authority.

A. Half Yearly Reporting & Annual reporting in Key Findings

The Chartered Accountant shall provide Half Yearly and Annual Reporting. The reports shall provide Half Yearly with summary of the key findings, implications and recommendations to enable the BSMCL to take timely action.

B. Other activities

The CA firm will undertake any other works incidental to or related to the process of revenue and accounting. In addition, the CA firm shall undertake any work which may arise from time to time in process of revenue and accounting during the period of contract.

The CA Firm shall comply with statutory requirements of all applicable acts from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to applicable laws.

3. Selection Criteria

S No.	Eligibility Criteria	Minimum Criteria
1.	Registration with the appropriate authority	Registered with the Institute of Chartered Accountant of India.
2.	The structure of the Firm	Partnership Firm
3.	CAG Empanelment	Firm must be empaneled with CAG.
4.	Presence in Bihar	Head Office / Branch Office in Patna, Bihar
5.	The minimum existence of the firm	Existence: 5 years at least
6.	Number of partners and paid qualified staffs	At least 5 CA partners and 2 associated Company Secretaries
7.	Minimum number of FCA (Fellow Chartered Accountants)	At least 5 partners should be FCA (out of which 2 FCA should have working offices in Patna). At least one partner should have a certificate course in Forensic Accounting And Fraud Detection.
8.	Minimum Average Annual Turnover (MAAT) during the preceding three financial years (2017-18, 2018-19 and 2019-20).	MAAT should be Rs 50 lacs per annum (Proof of the same to be Annexed)

Note:

Bidder shall submit documentary proof in support of each criteria enlisted above.

4. Procedure to furnish the Tender

- i. The Bid prepared by the bidders, as well as all correspondence and documents relating to the Bid exchanged by the bidder and the Corporation shall be written in English language.
- ii. Proposals, in its complete form in all respects as specified in the RFP, must be submitted through e-procurement portal of Government of Bihar as specified in the Tender Notification.
- iii. Last Date & Time of submission: As given in the NIT.
- iv. The Corporation will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- v. Technical proposal should not contain any commercial information.
- vi. Bidders are required to submit bids in two parts:
 - a. Technical Bid; and
 - b. Financial Bid.

Technical Bid:

Interested and eligible bidders may submit their proposal on e-procurement portal in the prescribed format with complete information.

Apart from online submission, Bidders have to submit hard copy of their application (except financial bid), duly paged and flagged, to the Administrative Officer of the Corporation so as to reach before opening of Technical Bid.

Financial Bid:

The bidder shall submit the Financial Bid on e-procurement portal as per the format given in Annexure E. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

The Financial Offer should give all relevant information and should not contradict the Technical Bid document in any manner.

4.1 Earnest Money Deposit

Each Firm shall submit an Earnest Money Deposit (EMD) of an amount Rs. 10,000/- (Rupees Ten thousand only) in the form of a Demand Draft drawn on a Nationalized bank, in favor of “Bihar State Mining Corporation Limited” payable at Patna. Bidders are required to upload scanned copy of Demand Draft on e-procurement portal and submit the original of the same with hard copy of the proposal.

Proposals, which are not accompanied by the above EMD, shall be treated as non-responsive. For unsuccessful Firm, the EMD shall be refunded after finalization of Tender. For successful Firm it shall be refunded after submission of performance security and signing of the contract.

Bidders having MSME Certificate are exempted from submission of EMD in the light of Government of India Memo No. F.9/4/2020, dated 02/11/2020.

4.2 Forfeiture of EMD

The following shall cause the forfeiture of EMD

- i. If the Firm modifies / withdraws its Bid proposal except as per the provisions specified in the Tender document;
- ii. If the Firm withdraws its Bid proposal before the expiry of the validity period of the Bid proposal;
- iii. If the successful Firm fails to provide the performance guarantee and execute the agreement within the stipulated time or any extension thereof provided by BSMCL;
- iv. If any information or document furnished by the Firm turns out to be misleading or untrue in any material respect;
- v. If the selected Firm does not accept the Work Order unconditionally within fifteen (15) days of issue of Work Order or the period as extended by BSMCL.

5. Evaluation of tender

- i. Firms fulfilling the eligibility criteria and on successful completion of their Technical Bid Evaluation may be required to make a Presentation on their credentials before the Selection Committee.
- ii. The bidder meeting the qualification requirements shall be shortlisted and shall be declared as the qualified bidders.
- iii. The Price Part of the qualified bidders shall be opened and the L1 bidder will be decided on the basis of rate quoted in the price Format. The bidder quoting the lowest price shall be declared as the preferred bidder.

6. Award of Contract

The Lowest Bidder (L1) Firm shall be the preferred bidder among such shortlisted Firms will be selected for appointment. The Work Order shall be issued by BSMCLL to the preferred bidder and the preferred bidder shall accept the Work Order within 7 days from the issue date. On acceptance of the Work Order the Preferred Bidder shall be declared as successful bidder.

7. Contract Agreement

The firm / successful bidder has to execute the agreement with the General Manager on the non-judicial stamp paper of Rs. 1000.00 (Rupees one thousand only) within 7 days from the receipt of work order.

8. Period of Assignment

Period of work will be for two years (2) from the date of signing of agreement, and can be extended for further one (1) year based on the satisfactory performance of CA firms. The work may be awarded to a CA firm which has their head office / branch office situated in Patna for proper supervision of work and timely completion. In case of an unsatisfactory performance, their services will be discontinued at the sole discretion of BSMCL during the period of assignment and it can be awarded to other firms.

9. Performance Security (PS)

- a) The Agencies shall submit to BSMCL a Performance Security for an amount equivalent to 10% of the Annual Value of the Contract. Such Annual Value of the Contract will be notified by BSMCL in the LoI issued to the Agencies.
- b) The Agreement shall be signed only after submission of Performance Security.

10. Period of Validity of Bid

- i. The price offered as in the Financial Bid shall remain firm within the currency of contract initially for 3 years and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 180 Days from the date of opening of the tender.
- ii. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder / preferred Bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason.
- iii. Variation in statutory rates of taxes and duties as levied by the Government on professional services will however be reflected for both reduction and escalation.

11. Late Proposals

Any proposal received by after the deadline for submission of proposals, as referred above shall not be accepted.

12. Pre-Bid Queries

- i. In case of any queries regarding the tendering process, the same may be sent to below address:

The Administrative Officer
Bihar State Mining Corporation Corporation Ltd.
Room No. – 164, Vikas Bhawan (New Secretariat), Bailey Road, Patna - 800015
E-mail: bih.minescorp@gmail.com

- ii. The bidders may raise queries through email to bih.minescorp@gmail.com on or before 04/10/2021.

13. Issuance of Clarifications, Corrigendum and Amendment

- a) BSMCL may at its own initiative or in response to a clarification requested by a Bidder, amend the provisions of RFP by issuing corrigendum (s) / amendment(s) to the Bidders. Any amendment / clarification/ corrigendum shall be uploaded on the BSMCL's website "http://www.bsml.in" / e-Procurement Portal.
- b) The clarification (s)/ corrigendum (s) / amendment(s) issued by BSMCL will be binding on the bidders and it will be assumed that the information contained therein have been taken into account by the bidders in their Proposal.
- c) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred the websites. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- d) No separate intimation in respect of corrigendum will be sent to Bidders who downloaded the tender document from the website.
- e) Thus, Bidders are requested to check the website regularly to ensure that they don't miss any corrigendum uploaded against the said tender after downloading the tender document.
- f) BSMCL may, at its sole discretion, extend the Bid Submission Date.

14. Payment terms

- i. The Selected Agency shall submit monthly invoice for the assignment along with Progress Report of the work.
- ii. Fees Payment shall be made within 45 days from date of receipt of valid invoice after completion of the work. Statutory fees if any will be reimbursed at actual.

15. Event of default and Termination

- a) An event of default is said to have occurred under the following conditions:
 - i. Agency fails to provide its services within 15 days of issuance of work order by BSMCL.
 - ii. Agency has materially defaulted and failed to comply with the terms and conditions of the tender.
 - iii. Agency do not comply with the requirements under this tender and BSMCL instructions issued from time to time
- b) In case of an event of default, the following recourse is available to BSMCL and Agency or both as the situation may warrant:
 - i. In course of occurrence of Event of Default as mentioned in Section 15 (a), BSMCL may seek the Liquidated Damages (LD) as per Section 16 from Agency till the employment of required personnel or may terminate the Agreement. However, a lower LD or no LD can be considered, in case the delay does not occur on account of Agency, at the sole discretion of Managing Director, BSMCL.
 - ii. In course of occurrence of Event of Default as mentioned in Section 15 (a) BSMCL may take such decision which comforts the situation or BSMCL may terminate the Agreement.

16. Liquidated Damages (LD)

The Liquidated Damages become payable from the date of occurrence of event of default as mentioned in Section 15 (a) till the completion, at following rates:

- i. In case of delay in supply of personnel or services beyond one month from due date as per the requisition letter from BSMCL, LD would be 10% of the monthly fee.
- ii. In case of non-compliance of any of the tender conditions and/or any instructions of BSMCL would be applicable up to maximum 10%. The MD, BSMCL shall be the final authority on the issues of the Agency and decision of MD, BSMCL shall be final and binding on the Agency.

17. Termination of Agreement

a) Termination by BSMCL

- i. In the case of occurrence of Event of Default as mentioned in Section 15 (a i) continued for more than 2 months, BSMCL may terminate this Agreement invoking entire Performance Security provided by the Agency.
- ii. In case of the occurrence of Event of Default as mentioned in Section 15 (a ii) BSMCL may terminate this Agreement immediately invoking entire Performance Security.
- iii. BSMCL, on request and submission of sufficient proof by the Agency, may consider if the lapse is beyond the control of the Agency and accordingly decide whether to levy the applicable liquidated damages / terminate the agreement or not.
- iv. BSMCL reserves the right to terminate this Agreement, in the event that
 - i. The Agency becomes insolvent or goes into liquidation or receivership or if any act is done or event occurs which has a similar effect to any of the foregoing acts or events.
 - ii. The Agency is in breach of any Applicable Law or regulation affecting Work.
 - iii. The Agency assigns the Agreement to another party without the prior written approval of BSMCL.
 - iv. The Agency sublets the entire scope of work of this Agreement.

However, before such termination, opportunity of hearing may be given to the Agency and decision of Managing Director of BSMCL shall be binding in this regard.
- v. Notwithstanding anything stated in this tender, BSMCL may terminate this Agreement at its sole discretion without assigning any reason and having any liability whatsoever for any damages to the Agency. In the event of such termination, Agency cannot have any claim against BSMCL. However, the Performance Security of the Agency shall be returned within 1 months of such termination.
- vi. All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such termination.

b) Termination by Agency

- v. Agency may opt to terminate the Agreement by providing a prior notice of thirty (30) days. The termination effected by Agency would result in BSMCL invoking the Performance Security.
- vi. Termination due to Force Majeure: If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 3 (three) continuous months, the other Party may terminate this Agreement by giving a notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Security shall be returned to the Agency.

18. Related Party

Related Parties should not quote for the tender separately. If it is noticed that related Parties submitted separate quotation, the same shall be liable to be rejected. Parties are considered to be related if one or more partner / member are common.

19. Taxes

i. TAX:

Taxes inclusive of surcharge and any other tax if applicable shall be deducted at source.

ii. GST:

GST shall be paid extra as applicable on the date of actual render of service and billing on BSMCL has been made in terms of guidelines stipulated in the GST rules. Any changes in Taxation will be applicable as per prevailing statutory provisions.

20. Secrecy

The successful bidder shall not at any time during the tenure of contract or thereafter disclose any information furnished to them by the company or any drawings, designs, reports and other documents and information prepared for this work, without the prior written approval of the company except in so far as such disclosure is necessary for the performance of the Party's work and service hereunder.

21. Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration. The arbitrator shall be any other person appointed by BSMCL. The award of the arbitrator shall be final and binding on both the parties. The arbitration shall be held in Patna only.

22. Black-Listing of the Bidder

- i. In the last five (05) years from the date of issuance of this tender, the Bidder or its Partners should not have been blacklisted by any government organization;
- ii. There should not be any order/declaration of insolvency, judgment or order of punishment / sentence by any court of law or any judicial / quasi-judicial proceeding in force at the time of submission of bid.

23. Other Terms & Condition

- i. The engagement can be terminated at any point of time by BSMCL on observing any lapses, discrepancies in execution of assignment or completion of job on Firm's part.
- ii. Deputation of partners / employees and staffs by the selected Firms

The selected firms shall depute following personnel at the office of the Corporation, who shall attend the office from 9:30 AM to 6:00 PM:

- 1 Chartered Accountant having 5 years of relevant experience;
- 1 Accountants having minimum qualification of CA (Inter) along with experience of not less than 3 years and expert knowledge of Accounting Software(s); and
- 1 Executive having minimum qualification of M.B.A (Finance) from any reputed institution (IIM, XLRI, FMS etc.) along with experience of not less than 3 years.

The lead member of the team must be a Chartered Accountant with 5 years of experience of handling assignments in Government Department / PSUs independently. The Team leader including deputed employees cannot be changed by the selected firm within one year. The team may be changed after one year having similar or higher experience subject to approval of the Managing Director of the Corporation.

- iii. All the calls given to your firms for deputing Sr. Chartered Accountant for any important discussion shall be attended at once.
- iv. The CA firm will take all initiative to educate and to create awareness amongst BSMCL employees for compliances on tax related issues.
- v. The information / documents held by CA Firm on behalf of BSMCL shall not be disclosed to any third party without written permission of BSMCL. All the secrecy of documents and records of BSMCL shall be maintained by CA Firm.
- vi. The user Id / Password or any other information will not be shared with outsiders. Any change in user Id / Password etc. will be communicated to the concerned General Manager / Officers of BSMCL immediately.
- vii. Firm will not assist or extend any services to the company against which there is any litigation of the BSMCL.
- viii. Firm to whom work is awarded is not allowed to sub contract the work to any other parties either in part or full.

- ix. The BSMCL management reserves its right to modify, amend or cancel any or all terms of this advertisement and/or reject any or all the application without the assigning any reason.
- x. If any information / document provided at the time of Tender is/are subsequently found to be false / incorrect after the award of Contract, the management reserves the right to terminate the Contract.
- xi. The Management of BSMCL reserves all right to choose a firm from the applicants, upon satisfaction of the minimum selection criteria. No tender participants have any rights to question the management on the same.

24. General Instructions for e-Procurement

1. For all tenders published through e-Proc website eproc.bihar.gov.in, the bidder shall submit the bid/tender online on e-Procurement platform at eproc.bihar.gov.in. Physical bid submission is not allowed and shall not be entertained for any reason.
2. Prerequisites for submission of online bid on eproc.bihar.gov.in for a bidder are:
 - a. The bidder must have a Class III Digital Signature Certificate (DSC) with Signing & Encryption certificate.
 - b. A valid account registration (User-id & password) of the above website for participating in tenders published through it.
 - c. Bidder needs to pay portal registration / renewal fee through online modes listed / provided through the e-Procurement platform.
 - d. Users need to map the DSC to their respective account to enable submission of bids on the platform.
 - e. Existing DSC can be used if they've validity and complies with point 'a' above.
 - f. Bidders can purchase DSC from any of the Controller of Certifying Authority (CCA) authorized agencies.
3. As per Government order 752 dated 21/08/2020, cost for new registration is Rs.1000.00 and renewal is Rs. 500.00. The registration validity is for one year.
4. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate / documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender by uploading the same during the bid submission process as per the tender notice / bid document.
5. All the required documents should be attached at the respective places as mentioned in the tender document/ e-forms else the tender of the bidder is liable to be rejected.

6. Tender Processing Fee (TPF) shall be paid through online modes listed / provided through the e-Procurement platform.
7. Cost of BOQ / Form Fee shall be paid through online modes listed / provided in the e-Procurement platform.
8. All NEFT/ RTGS payments are to be made as per the instructions printed on the NEFT / RTGS challan.
9. Bids along with necessary payments must be submitted as per instructions provided and before the date and time specified in the NIT / Tender document / RFP / EOJ published on eproc.bihar.gov.in. The e-Procurement portal / Department / Tendering Authority doesn't take any responsibility for the delay / non-submission of Tender / non-reconciliation of online Payment caused due to non-availability of Internet Connection / Network Traffic / Holidays or any other reason.
10. The tender opening and evaluation will be done through online mode only.
11. Any corrigendum or date extension notice will be published on the above e-Procurement website / www.bsmcl.in and it is the responsibility of the bidder to regularly check the status on the website.
12. For any support related to e-Procurement process, bidders may contact at following at "e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna- 800001 Ph. No: 0612-2523006, Mob - 7542028164" or may visit the link "Vendor Info" at (<https://www.eproc.bihar.gov.in>).

ANNEXURE - A

Important Instructions to Professional Firms

a) Instructions:

- a. Format of Application must be completely filled in. Incomplete applications will be rejected out rightly.
- b. All bids will be evaluated on the basis of the documents furnished along with applications only. Any additional document submitted / uploaded, after last date & time as stipulated in the NIT, will not be entertained.
- c. Please avoid attaching unsolicited information / documents for processing applications expeditiously.
- d. All submitted documents shall be signed by a Partner with his name and under the seal of the firm.
- e. Apart from online submission, hard copy of bid (except financial bid) must be submitted in person or by post / courier to the Administrative Officer, Bihar State Mining Corporation Limited, Room No – 164, Vikas Bhawan (New Secretariat), Bailey Road, Patna – 800015 before opening of Technical Bid.

b) List of documents to be submitted / uploaded along with the applications / NITs:

Interested firms are advised to go through contents of the NIT documents carefully and submit all attested copies of the following documents in proper sequence along with the NITs as described hereinafter: -

- Registration certificate of the firm issued by the Institute of Chartered Accountants of India.
- Certificate of Practice of the Partners issued by the Institute of Chartered Accountants of India.
- Proof of empanelment with C&AG.
- Copies of supporting papers in the form of Financial Statements / ITR / 26AS / GST return to be provided for last three years, as a proof of average turnover, as applicable.
- Declaration from Associated Company Secretary(ies).
- Copy of PAN Card.
- Copy of GST Registration.
- A copy of complete NIT document duly signed and sealed as a token of acceptance of all terms and conditions.

ANNEXURE - B

Standard format for submission of Technical details

To be printed on the letterhead of the Firm

I. Basic Details

- a. Name of the firm :
b. Location and Full Address:
c. Registration No. :
d. Date of Registration :
e. Age of firm (in Years) (cut-off date 31/03/2021) :
f. Average turnover for last 3 years (in Rs. Lakhs):

Sr. No.	Financial Year	Turnover (in Rs. Lakhs.)

- g. Details of branches: Total No. of branches in No. of Cities

S. No.	No. of Branches	City / State	Address
1.			
2.			
3.			

II. Manpower Details

- f. Details of Partners Total No. of Partners

S. No.	Name	FCA / ACA	Membership No.	Date of Joining the Firm	Experience in Tally (Y / N)

- g. Details of Other Staff: Total No. of Staff

S. No	Name	Qualification	Whether CA / CMA / CS / Article / Others	Date of Joining the firm	Experience in Tally (Y/N)

S. No	Name	Qualification	Whether CA / CMA / CS / Article / Others	Date of Joining the firm	Experience in Tally (Y/N)

ANNEXURE - C
SELF DECLARATION CERTIFICATE

(On Letter Head of the Firm)

I, Partner of M/S..... with headquarter at and Branch office at being authorized signatory, do hereby solemnly affirm and declare that M/S has successfully completed the works assigned in past and has not been suspended / blacklisted / debarred / removed / discontinued for incomplete work or unsatisfactory performance of the work by any PSU / Government Department/Board at the time of Contract.

I understand that if upon acceptance of our offer dated against BSMCL NIT No for engagement of Chartered Accountants (CA) firms to supply qualified and semi qualified CA and other assistant manpower for support services and providing supervision in preparation of Monthly Accounts / Annual Accounts, Financial Report and Providing support with Identification / recognition / collection of royalty and other income as and when required, Statutory compliances, Taxation and pre-audit in all Accounting of BSMCL. The contract is liable to be cancelled / discontinued if this declaration is found wrong / false at any subsequent time.

Signature of the Authorized person
or partner of the firm with seal

ANNEXURE - D
POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Engagement of Chartered Accountants (CA) firm for Revenue and Accounting Support System.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

- i. To be executed by the sole Bidder.
- ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE - E

PRICE BID FORMAT

Name of Job / services: Engagement of Chartered Accountants (CA) firms for Revenue and Accounting Support System.

Name of Organization: Bihar State Mining Corporation Limited

Name of Bidder:

Sl. No.	Description of Work	Unit	Amount (In Rs.)
1.	Monthly Fees for Engagement of Chartered Accountants (CA) firm for Revenue matters, Accounting Support System and other services of statutory compliances (excluding GST)	Lump Sum	
Total Rs.			
Total Rs. in words:			

Signature of the Authorized person
or partner of the firm with seal

Notes:

1. GST shall be paid extra as prevailing rate at actual.
2. Quoted amount shall be indicated in both the figures and words. In case there is any discrepancy between figures & words, words shall prevail.
3. Conditional offer will be rejected.
4. In case rate quoted by the bidders is tie; preference would be given to the firm that was incorporated earliest.