

Banglar Dairy Limited
LB-2, Sector-III, Salt Lake City, Kolkata-700 106.
e-mail: banglardairyLtd@gmail.com Website: www.banglardairy.com

NOTICE INVITING TENDER (NIT) No. – WBARD/CO/BDL & MDC/CA FIRM/NIT/1634/2024-25
Dated 05.09.2024

**e-TENDER FOR ENGAGEMENT OF CHARTERED ACCOUNTANT FIRM
for Banglar Dairy Limited**

1. General Guidance for e-Tendering

1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Web site <https://wbtenders.gov.in>

1.2 Registration of Chartered Accountant Firm

Any Service Provider Chartered Accountant (CA) firm willing to take part in the process of e-tendering shall have to be enrolled and registered with the Government e-Procurement System.

1.3 Digital Signature Certificate (DSC)

Intending service provider Chartered Accountant (CA) firm is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

1.4 Collection of Tender Documents

The Chartered Accountant (CA) Firm can search and download NIT and tender documents electronically once he logs on to the website mentioned in Clause 1.1 using the Digital Signature Certificate. **This is the only mode of collection of tender documents.**

2. Submission of Tenders:

2.1 General process of submission:

Tenders are to be submitted online through the website stated in Clause 1.1 in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in the list attached. Using Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

2.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or a declaration in standardized formats of the following in two covers (folders).

A. Technical File (Statutory Cover) containing

- i. NOTICE INVITING TENDER (NIT) (to be submitted in “NIT” Folder)
- ii. Section B (Form I, Form II, Form III, and AFFIDAVIT) (to be submitted in “FORMS” Folder.)
- iii. **Earnest Money Deposit (EMD)** to be deposited online by the Tenderer while submitting e-Tender.
- iv. **Average Annual Turnover of Service Provider Chartered Accountant (CA) Firm:**

Scanned copy of Average Annual turnover of Chartered Accountant (CA) Firm for a period of last three financial years shall have to be submitted in **Forms Folder. Service Providers** Chartered Accountant (CA) firm **whose Annual Turnover is less than 20 Lakhs will not be considered.**

Note:

a) **The EMD** to be deposited online by the Tenderer while submitting e-tender.

a) Both Technical & Financial bid to be submitted concurrently duly digitally signed in the website <http://wbtender.gov.in>. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid should be done as per Tender Schedule.

b) **Addenda/Corrigenda:** if published, service provider Chartered Accountant (CA) firm should keep track of all the Addendum/Corrigendum issued with this particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and will be rejected without any further communication. Agenda/Corrigenda, if published, shall be notified in the website <https://banglardairy.com> .

B: Non-Statutory Cover should contain the following documents:

I) Certificates:

1. Receipted copy of Professional Tax Deposit Challan for March, 2024.
2. Copy of PAN Card.
3. Copy IT Return for last 3(three) Financial Years.
4. Copy of GST Registration Certificate.
6. Copy of ESI Registration Certificate.
7. Document of E.P.F. Establishment Code.
8. Registration with ICAI

II) Company Details:

1. Scanned copy of Trade license of Proprietorship Firm.
2. Scanned copy of Partnership Deed of the Partnership Firm/LLP. (Mere application for registration will not be considered).
3. Scanned copy of Audit Report for last three years.

III) Financial:

Certified audit reports, audited & certified by enlisted/registered Chartered Accountant for last 3(three) financial years. The report should reflect the Annual Turnover for these three financial years.

IV) Any other document considered necessary by the intending bidder.

2.3. Financial Proposal

- i) The financial proposal should contain the Bill of Quantities (B.O.Q.) in one cover (folder). **The Service Provider CA firm is to quote the SERVICE CHARGE ONLY** as mentioned in uploaded BOQ in proper spaces therein.
- ii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the authorized signatory of the Chartered Accountant Firm.

3. Eligibility Criteria for participation in tender:

- a) The prospective Service provider Chartered Accountant (CA) firm should be in a position to deploy required numbers personnel to work in the city office and/ or factory office of Banglar Dairy Limited.
- b) All accounts personnel should have the capability of performing office works including computer applications, knowledge of computer, MS OFFICE, EXCEL, POWER POINT and Tally Prime 2.0 and or any other standard ERP.
- (c) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt Challan, GST Registration Certificate, Income Tax Return Acknowledgement

Receipt, PAN Card issued by Income Tax Department and Trade Licence in respect of the prospective Tenderer. [Non-statutory Document]

- (d) The bidder bidding on behalf of the Chartered Accountant firm should submit the document of authorization. [Non-statutory Document]
- (e) A declaration should be submitted in **AFFIDAVIT** that the Chartered Accountant firm is not debarred or black listed in participating by any State /Central Government organisation /PSUs/other reputed MNCs /Institution. [Non-statutory Document]
- (f) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Document]
- (g) The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- (h) Joint Ventures will not be allowed.
- (i) **The validity of the BID will be 90 days from the date of publication of the e-tender.**
- (j) **No conditional / Incomplete Tender will be accepted under any circumstances.**

4. Opening of Technical Proposal

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 2.1, using their Digital Signature Certificate. Intending tenderers may remain present, if they so desire. Cover (Folder) for Statutory Documents should be opened first, if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected. Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders).

5. Uploading of summary list of technically qualified tenderers (1st round)

Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work(s) for which their Financial Proposals are considered will be uploaded in the web portals. While evaluation, the Committee may summon the tenderers and seek clarification /information or additional document(s) or original hard copy of any of the documents and if those document(s) cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

6. Final publication of summary list of technically qualified tenderers

Date of opening of financial bid will be intimated in the final summary list of technically qualified tenderer in wbtenders.gov.in

7. Opening and Evaluation of Financial Proposal

Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated on the prescribed date, the encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time. After evaluation of Financial Proposal by the appropriate Authority of Banglar Dairy Limited, may upload the final summary result containing inter-alia, name of bidders and the rates quoted by them against work provided after receiving that Tender evaluation committee is satisfied that the rate obtained is fair and reasonable.

8. Procedures to be followed when one / two technically qualified tenderers participated in any tender:

If one or two bidders are found technically qualified, financial bids submitted by those two bidders will not be opened. In such case the bid will be cancelled and all EMDs received should be released/refunded.

9. Acceptance of Tender (Technically eligible/qualified)

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders with valid reasons.

10. Penalty for suppression / distortion of facts:

If any suppression/ distortion of fact in uploaded documents are detected at any stage, the tenderer will be suspended from participating in the tenders invited by Banglar Dairy Limited. In addition, Earnest Money Deposit will stand forfeited. Besides, the Managing Director, Banglar Dairy Limited may take appropriate legal action against such tenderer.

11. Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	13.09.2024, 2.00 pm
2	Documents download start date	13.09.2024, 3.00 pm
3	Pre-bid meeting at Banglar Dairy, City office, LB-2, Sector III, Salt Lake City, Kolkata-700106.	17.09.2024, 12 noon
4	Bid submission start date	18.09.2024, 9.00 am
5	Bid submission closing date	01.10.2024, 6.00 pm
6	Bid opening date for Technical Proposal	04.10.2024, 11.00 am onwards
7	Date of uploading technically qualified bidders	To be notified in due course
8	Date of opening Financial Bids	To be notified during uploading of Technical Evaluation Sheet of bidders
9	Date of uploading of list of bidders along with final rate	To be notified in due course.

Last date & time of submission of bid online is 01.10.2024 at 6.00 pm

- Note:
- 1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled / prescribed date for the same purpose.
 - 2) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.
 - 3) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

12. Terms and Conditions for deployment of Manpower

- (i) The period of deployment of manpower shall come shall remain **valid for a period of 1 (one) year from the date of execution of Agreement** unless terminated earlier in accordance with the provisions of this NIT. The deployment may be renewed for such further period of **2(two) years** and on such terms and conditions as the Parties hereto may mutually decide.
- (ii) The successful bidder Chartered Account firm determined by the Competent Authority followed by execution of Agreement shall pay its personnel engaged by it to Banglar

Dairy Limited, all benefits as applicable under law, to such employees/ personnel, like payment under the Employees Provident Funds and Miscellaneous Provisions Act, 1956, ESI etc. All amounts paid by that Service Provider Chartered Accountant firm to the personnel shall be reimbursed by Banglar Dairy Limited, after submission of Bill in the following month in terms of the Agreement.

- (iii) In the event Banglar Dairy Limited is not satisfied with the conduct and /or services rendered by a personnel engaged through the Chartered Accountant firm and informs the firm in writing of its dissatisfaction and/ or if a personnel engaged by the firm conveys unwillingness to continue with the job entrusted to him/ her in writing, the Service Provider Chartered Accountant firm shall replace such personnel within a period of 15 days from the date of notice of termination of services of such personnel, by another personnel as per the defined qualification and experience in the First Schedule. Issuance of I-card is to be done by the Service Provider Chartered Accountant firm, as will remain valid for a period of 1(one) year or period of contract with the personnel, whatever is earlier.
- (iv) The Service Provider CA firm shall maintain all records in relation to statutory and other payments made to the personnel engaged through it to Banglar Dairy Limited and shall be liable to disclose it before Banglar Dairy Limited on monthly basis, as and when required, records and authentic papers relating to the payments and deposits made in respect of personnel engaged in the establishment of Banglar Dairy Limited in terms of this Agreement.
- (v) The engaged personnel will work under the Chief Financial Officer, Banglar Dairy Limited and under the administrative control of the Managing Director, Banglar Dairy Limited.
- (vi) The engaged personnel will be responsible for the charge and care of Banglar Dairy funds, goods and stores and all other property that may be entrusted on him/her and he/she will be accountable for the same. All personnel engaged through the Service Provider CA firm shall work under the supervision of Banglar Dairy Limited. The Service Provider CA firm shall be accountable for any acts of indiscipline, fraud, mischievous activities, misappropriation of funds or any other offensive deed, by any contract personnel through the CA firm during his / her engagement period in Banglar Dairy Limited. However, based on the incident, with prior intimation to the Service Provider CA firm, Banglar Dairy can take necessary steps or action against the accused contract personnel as per their norms. Banglar Dairy may also forfeit Security Deposit for any damage/ defalcation.
- (vii) The engaged personnel shall not be eligible to get Dearness Allowance or any other special Pay or Allowance etc. over and above the said consolidated amount. No reimbursement for medicine/ medical articles purchased, diagnostic test or treatment received will be allowed. The period of the contract appointment shall not be counted as Government service for the purpose of pension or any other retirement benefits. The place of work will be at Kolkata and/or Dankuni. However, if required, the engaged personnel, may have to visit other places, within the state in relation to the works of Banglar Dairy Limited. If the engaged personnel are required to go on tour outside their allocated place of posting, he/she will be entitled to draw expenses as fixed from time to time.

- (viii) All statutory payments made by the Service Provider CA firm for the personnel engaged through it, including contributions to the provident fund under the Employees Provident Funds and Miscellaneous Provisions Act, 1952 ESI and Bonus etc. shall be reimbursed by Banglar Dairy Limited.
- (ix) Banglar Dairy Limited after receipt of necessary bill in the following month shall reimburse to the Service Provider CA firm including Employer's share of Provident Fund as per applicable rates. Moreover, employer's contribution of ESIC at applicable rates shall also be borne by Banglar Dairy Limited. In the event, the Employer's share is enhanced during the tenure of this Agreement; Banglar Dairy Limited shall also reimburse the same to engaged Service Provider CA firm.
- (x) In consideration for the services rendered by the personnel deployed by Banglar Dairy Limited, engaged Service Provider CA firm shall in addition to the amounts mentioned in para 12, sub-para (ii) hereof, pay to the concerned statutory authority each month, as follows:
 - (a) Central Goods and Service Tax Rules 2017, CGST and SGST for the time being in force.
 - (b) The amounts on account of any other tax that comes into force in future, for which documentary evidence will be submitted by the Service Provider CA firm along with the monthly bill.
 - (c) Any other statutory payments, if applicable, due to be paid to personnel/manpower concerned, shall however be borne by Banglar Dairy Limited.
- (xi) Banglar Dairy will submit to the Service Provider CA firm, the certified attendance sheets, for the purpose of preparing monthly bills for the services rendered by the engaged personnel on last working day of the month or the first working day of the following month.
- (xii) The Service Provider CA firm will submit to Banglar Dairy Limited its bill on or before the 7th day of the following month. Banglar Dairy Limited will make payment in relation to the bills raised by engaged Service Provider CA firm by means of crossed cheque/NEFT/RTGS within 7 days from the date of submission of bill by engaged Service Provider CA firm.
- (xiii) The Service Provider CA firm will enclose the challans / returns evidencing the deposit of Provident Fund & ESI contributions for each person along with the bills for the previous month.

13. Refund of EMD:

The EMD of the unsuccessful Tenderers will be refunded automatically by the system without any interest. The EMD of successful bidder will be adjusted with security deposit.

Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in Sl. No. 11. (Schedule of Dates) of this N.I.T.

14. VERIFICATION OF CREDENTIALS:

Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufactured or false in that case, work order will not be issued in favour of the Tenderer under any circumstances and legal action will be taken against him.

15. CANCELLATION OF TENDER:

The Managing Director, Banglar Dairy Limited reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

16. DECUCTION OF TAXES ETC:

Deduction of Income Tax and other tax(es) from the Service provider CA firm's Bill will be made as per Govt. rules. GST & all other statutory levy/ cess will have to be borne by the engaged Service Provider/ Agency as per Govt. Rules and the rate in the B.O.Q. is exclusive of all the taxes & cess stated above.

17. The Successful Tenderer shall have to comply with the provision of related Government Rules & Acts and the Notifications thereof or other laws relating thereto and the rules made and orders issued there under from time to time, failure to do so will be treated as breach of contract and the Managing Director, West Bengal Co. Operative Milk Producer's Federation Ltd. may in his discretion cancel the contract. The service provider/Agency shall also be liable for any liability arising on account of any violation by him of the provisions of the Act and rules made there under time to time.
18. No tender shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be outrightly rejected at any stage and legal action will be taken against him.
19. In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
20. The Tenderer must sign at the bottom of each page of the tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

Sd/- Kumarjib Chakraborty, IAS
Managing Director
Banglar Dairy Limited

Schedule-I
Categories of Accounts Personnel

Sl. No.	Designation	Nature of job, Qualification, Experience	No. of personnel to be provided	EMD Payable to	Amount of Earnest Money to be deposited
1.	Accounts Manager	Accounts, Costing etc.: Costing, Statutory Compliances (P.F., ESI etc.) Audit and Accounts. Qualification: B. Com (H), Costing (Inter) Experience: 7-10 years working Manufacturing set up especially in Dairy Industry	1	Banglar Dairy Limited	Rs. 70,920/- (Rupees Seventy Thousand Nine Hundred and Twenty) only
2.	Sr. Accounts Officer	Accounts, Costing etc.: Monthly/ Statutory Accounts Qualification: B. Com (H) Experience: 3-5 years working in CA firm/ in manufacturing set up	1		
3.	Sr. Officer AR	Sales Accounting: Sales Accounts Qualification: B.Com (H) Experience: 3-5 years working in CA firm/ in manufacturing set up	1		
4.	Sr. Officer AP	Purchase Accounting: Purchase Accounts Qualification: B.Com (H) Experience: 3-5 years working in CA firm/ in manufacturing set up	1		
5.	Admin, Payroll, IT Officer	Accounts Office Administration: MIS, Pay roll, IT Qualification: B. Com (H) Experience: 1-2 years working in CA firm/ in manufacturing set up	1		
6.	Receiving Officer	Sales Accounting: Receiving, Reconciliation Qualification: B. Com (H) Experience: 1-2 years working in CA firm/ in manufacturing set up	1		
7.	Invoicing Officer	Sales Accounting: Sales Invoicing, Reconciliation Qualification: B. Com (H) Experience: 1-2 years working in CA firm/ in manufacturing set up	1		
8.	AR Officer	Sales Accounting: Sales Accounts & Customer Relationship Qualification: B. Com (H) Experience: 1-2 years working in CA firm/ in manufacturing set up.	1		
9.	Accounts Officer	MIS, Reconciliation: MIS, Salary, Bank Reconciliation Qualification: B. Com (H) Experience: 1-2 years working in CA firm/ in manufacturing set up	1		
10.	AP Payment Officer	Purchase Accounting: Payment, Processing, Reconciliation Qualification: B. Com (H) Experience: 1-2 years working in CA firm/ in manufacturing set up	1		
Total no. of personnel to be provided ::			10		

*** Earnest Money Deposit will be done online while submitting e-tender.

Sd/- Kumarjib Chakraborty, IAS
Managing Director
Banglar Dairy Limited

Schedule- II:
Remuneration and other benefits etc. of each Personnel of various categories to be provided

Designation	No. of personnel to be provided	Basic Pay Rs.	EPF (12% of Basic Pay) Rs.	Charges on EPF (0.50% of Basic Pay) Rs.	Charges on EDLI (0.50% of Basic Pay subject to maximum of Rs. 75/-) Rs.	Cost of manpower Rs.
Accounts Manager	1	40000/-	4800/-	200/-	75/-	45075/-
Sr. Accounts Officer	1	28000/-	3360/-	140/-	75/-	31575/-
Sr. Officer AR	1	28000/-	3360/-	140/-	75/-	31575/-
Sr. Officer AP	1	28000/-	3360/-	140/-	75/-	31575/-
Admin, Payroll & IT Officer	1	23000/-	2760/-	115/-	75/-	25950/-
Receiving Officer	2	23000/-	2760/-	115/-	75/-	25950/-
Invoicing Officer	1	23000/-	2760/-	115/-	75/-	25950/-
AR Officer	1	23000/-	2760/-	115/-	75/-	25950/-
Accounts Officer	1	23000/-	2760/-	115/-	75/-	25950/-
AP Payment Officer	1	23000/-	2760/-	115/-	75/-	25950/-
Total (for 1 month)						2,95,500/-
Total (for 12 months)						35,46,000/-

Sd/- Kumarjib Chakraborty, IAS
Managing Director
Banglar Dairy Limited

Section – B

**FORM-I
APPLICATION**

To
The Managing Director,
Banglar Dairy Limited,
LB-2, SECTOR-III, SALTLAKE CITY
KOLKATA-700106

Subject: Name of the Work : Engagement of Chartered Accountant Firm for Deployment of Manpower
(Accounts personnel)
Tender reference No : WBARD/CO/BDL & MDC/CA FIRM/NIT/1634/2024-25 Dated 05.09.2024

Dear Sir/Madam,

Having examined the Statutory, Non-statutory and NIT documents; I/We hereby submit all the necessary information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

I/We are interested in bidding for the work mentioned above.

I/We understand that Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this project.

Tender Inviting Authority and Accepting Authority reserve the right to reject any tender without assigning any reason.

The application is made by me/us on behalf of _____ in the capacity of _____ duly authorized to submit the tender.

Enclosure:

Technical Proposal (Envelop-1/Folder)

Financial Proposal (Envelop-2/Folder)

Date: _____

Signature of authorized personnel of the Service Provider Chartered Accountant firm : _____

Title & Capacity of the personnel: _____

Name of the Service Provider Chartered Accountant firm with Seal: _____

Section-B

**FORM II
(TO BE FILLED IN BY TENDERER)**

To
The Managing Director,
Banglar Dairy Limited,
LB-2, SECTOR-III, SALT LAKE CITY
KOLKATA-700106

Subject: Name of the Work : Engagement of Chartered Accountant Firm for Deployment of
Manpower (Accounts personnel)
Tender reference No. : WBARD/CO/BDL & MDC/CA FIRM/NIT/1634/2024-25 Dated 05.09.2024

Dear Sir/ Madam,

I/We refer to the tender notice issued by you for Deployment / of Manpower (Accounts personnel) as stated in Schedule-I & Schedule-II of the NIT.

I/ We do hereby offer to perform, provide /deploy the required manpower and maintain the works in conformity with conditions of contract, specifications, Schedule of Quantities for the sum as quoted in Financial Bid at the respective quoted percentage for Service Charges in the Schedule of Quantities.

I/ We have satisfied myself/ ourselves as to all aspects of tender conditions, subject above, I/ we hereby agree, should this tender be accepted in whole to:

- (a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
- (b) Complete/ continue the works as quoted in financial bid.

I/ We have deposited the earnest money of Rs.(Rupees) only.

I/ We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

Signature of authorized personnel of the Service Provider Chartered Accountant firm : _____

Title & Capacity of the personnel: _____

Name of the Service Provider Chartered Accountant firm with Seal: _____

Section – B

**FORM – III
STURCTURE AND ORGANISATION**

A.1. Name of the applicant (Tenderer):

A.2. Office Address:

Telephone No.:

Fax No.:

A.3. Name and address of Bankers:

A.4. Attach an organization chart showing the structure of the company with names of key personnel and technical staff with Bio-data

Date: _____

Signature of authorized personnel of the Service Provider Chartered Accountant firm: _____

Title & Capacity of the personnel: _____

Name of the Service Provider Chartered Accountant firm with Seal: _____

Section – B

AFFIDAVIT

(To be furnished in Non-judicial stamp paper of appropriate value & duly notarized)

I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.

The undersigned also hereby certifies that neither our firm M/S _____ nor any of constituent partners had been debarred to participate in tender by the Government of West Bengal or any of the Statutory Bodies or Government Organizations in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years prior to the date of this N.I.T.

The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.

Certified that I have applied in the tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.

Date: _____

Signature of authorized personnel of the Service Provider Chartered Accountant firm : _____

Title & Capacity of the personnel: _____

Name of the Service Provider Chartered Accountant firm with Seal: _____

GENERAL TERMS & CONDITIONS

1. INTERPRETATIONS:

In constructing these conditions, the specific services to be provided by service provider Chartered Accountant (CA) firm, a tentative requirement of manpower (Accounts personnel), tender and agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires:

- (i) The term „**EMPLOYER**“/„**AUTHORITY**“ shall mean the Managing Director, Banglar Dairy Limited and includes its successor and assigns or the Officer authorised to deal with any matters which those presents are concerned on this behalf.
- (ii) The term **REPRESENTATIVE** shall mean the Authorised Official of the Managing Director, Banglar Dairy Limited.
- (iii) **SERVICE PROVIDER CHARTERED ACCOUNTANT (CA) FIRM** shall mean the firm or company whose tender has been accepted by the EMPLOYER/AUTHORITY and includes their legal representative and successors.
- (iv) This **CONTRACT** shall mean the Articles of Agreement, these conditions, the schedule of Quantities (number of manpower to be deployed), the general instructions to the Service Provider Chartered Accountant (CA) firm, qualification of manpower to be deployed, and correspondences by which the contract is added, amended, valued of modified in any way by mutual consent.
- (v) **ACT OF INSOLVENCY** shall mean any Act of Insolvency as desired by the Presidency Towns ‘Insolvency Act or the Provincial Insolvency Act’ or any amended statutes.
- (vi) The **WORK** shall mean the work or works to be carried out or done under this contract.
- (vii) The **SPECIFICATION** shall include the minimum qualification of the personnel to be deployed forming part of this contract.
- (viii) The **PRICE SCHEDULE** shall mean the **SERVICE CHARGES** duly priced.
- (ix) **NOTICE IN WRITING** or **WRITTEN NOTICE** shall mean a notice in writing typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by Registered Post to the last known private or business address as registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered. If the employer feels that the Service Provider/ Agency (who has signed the agreement) should himself come and personally meet to the employer for necessary discussion in connection with the work; he must contact personally. In case the Service Provider (not any authorised person) does not meet personally and intentionally avoids or do not reply the letter, the matter will fall under breach of the contract.

3. TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED:

As mentioned in Schedule-I & Schedule-II of the NIT. In addition-

- a) They should be both physically and mentally fit.
- b) Antecedents in respect of personnel to be deployed, should have been got verified by the Service Provider, from the local respectable persons.
- c) In case of exigency, if a candidate is found with enough suitable experience satisfying all the desired qualification, essential qualification may be modified with the approval of the Competent Authority.
- d) In necessity, the number of personnel to be deployed as shown in Schedule-II may increase or decrease with the approval of the Competent Authority.

4. The Employer may ask the Service Provider Chartered Accountant (CA) firm to send personnel to be deployed by them for examining the suitability of personnel before deployment. Decision of the employer regarding the suitability and acceptability of person, will be final & binding to Service Provider Chartered Accountant (CA) firm.

5. The contract shall be for a period of one year from the date of signing agreement unless extended further by the Managing Director, Banglar Dairy Limited. The contract can be terminated at any time by the Managing Director, Banglar Dairy Limited owing to deficiency of service, sub-standard quality of manpower provider or change in requirement of employer.

4. The selected service provider Chartered Accountant (CA) firm shall not transfer, assign pledge or sub-contract its rights and liabilities under this contract to any other service provider/agency without prior written consent of employer.

5. The contract may be extended, on the same terms and conditions or with some additions/deletions/ modifications, for a further specific period on satisfactory performance of service provider/agency.

6. Requirement of manpower by the employer may increase or decrease during the period of contract and service provider/ agency shall be bound to provide man power in accordance with requirement of employer as the case may be.

7. The personnel provided by the Service Provider Chartered Accountant (CA) firm shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangement, administrative/ organizational matters or any other matter of a confidential/ secret nature.

8. The working hours of deployed personnel will be from 10.00 a.m. to 5-30 p.m. including 30 minutes recess time. In case of absence, proportionate deduction for the day/days will be made proportionately.

9. The deployed personnel may be called for duty on holidays and weekly off days, if required for urgent nature of official works. They will be paid for such extra duties in holidays, calculating wages of their normal monthly wage.

10. Remuneration of the deployed personnel will be paid in accordance with Schedule-I & Schedule-II.

11. Service Provider Chartered Accountant (CA) firm are not allowed to quote rate for personnel to be deployed. They will quote only the rate of Service Charge.

13. Rates of EPF, ESI etc. (Employers portion) should be as per current/ relevant Rules of EPF & ESI Authority. [ESI @ 4.00% (Employer's contribution 3.25% & Employee's contribution 0.75%) of Basic Pay & EPF @ 12.00 % (Employer's contribution to EPS 8.33% & EPF 3.67%) of Basic Pay]. Service provider CA firm shall deposit total subscription (Employer & Employees portion) to concerning authorities within the same month. (as per schedule –II of this NIT)

14. Service Provider Chartered Accountant (CA) firm should quote their rate of Service Charges in percentage in the specific column of the BOQ uploaded in Financial Bid.

15. The validity of the BID will be 90 days from the date of publication of the e-tender.

16. The service provider Chartered Accountant (CA) firm shall have to produce current authentic evidence of deposition of ESI contributions & EPF Contributions to appropriate authority, failure to which may be subjected to cancellation of work order.

17. The engaged Service provider Chartered Accountant (CA) firm shall be bound to arrange for issuing ESI Card, EPF Number to individual manpower provided by them within three months of issuing work order, failure of which agreement will be cancelled.

18. The service provider Chartered Accountant (CA) firm shall be solely responsible for redressing the grievances of the personnel deployed by them in Banglar Dairy Limited.

19. Banglar Dairy Limited shall not be responsible for any financial loss or injury to any person provided by the service provider Chartered Accountant (CA) firm in course of their duties or for payments towards any compensation.

20. The personnel provided by the service provider Chartered Accountant (CA) firm shall not claim any benefit/compensation /absorption/ regularisation of service from Banglar Dairy Limited.

21. The character and antecedents of each personnel deployed by the service Provider Chartered Accountant (CA) firm will be verified by them.

22. The personnel provided by the service provider Chartered Accountant (CA) firm shall be employees of the service provider Chartered Accountant (CA) firm. It shall be the duty of the service provider to pay their salary before 7th. day every month.

23. FORFEITURE OF EMD:

If the successful bidder fails to act in accordance with the e-tender conditions or backs out after his tender has been accepted, or fails to deposit required amount of Security Deposit, EMD deposited by him/ them will be forfeited to Government. In such event the offer may be made to the next ranked (L2) Bidder, subject to the approval of the competent authority.

24. SECURITY DEPOSIT:

The bidder [Service Provider Chartered Accountant (CA) firm] whose offer is accepted will be required to deposit Security Deposit by a DD/Pay Order/Bank Guarantee amounting Rs.50,000/- (Rupees Fifty Thousand) only. EMD of the successful bidder will be adjusted with security deposit.

25. The selected Service Provider Chartered Accountant (CA) firm shall have to sign an agreement on a stamp paper as per format given by Banglar Dairy Limited after deposition of required amount of Security Deposit. The signed agreement shall have to be NOTARIZED. On completion of signing of agreement, formal work order will be issued from Banglar Dairy Limited.

26. The claims and bills regarding ESI, EPF, GST & certificate of payment from the deployed personnel for the preceding month etc. should necessarily accompanied with documentary proof pertaining to the concerned bill every month. A part of the bill/ whole of the bill amount shall be held up till such proof is not furnished.

27. In case of breach of any terms and conditions attached to this contract, Security Deposit of the Service Provider CA firm will be liable to be forfeited by Banglar Dairy Limited besides annulment of the contract.

28. The Managing Director, Banglar Dairy Limited reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

29. The Service Provider Chartered Accountant (CA) firm will be responsible for compliance of all statutory provisions relating to Government fixed wage, EPF, ESI etc. in respect of deployed

personnel. The Chartered Accountant (CA) firm shall have liability in this regard and produce the monthly compliance certificates every month.

30. The service provider Chartered Accountant (CA) firm shall maintain all statutory registers under the LAW. The agency shall produce the same, on demand to the Managing Director, Banglar Dairy Limited or any other authority under the LAW.

31. Tax deduction at source (TDS) shall be done as per provisions of Income Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided to the service provider Chartered Accountant (CA) firm by Banglar Dairy Limited.

32. FORCE MAJEURE:

The service provider Chartered Accountant (CA) shall not be considered in default, if delay in deployment occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and act of unsurpassed power. In the event of delay due to such causes, the contract may be extended for a length of time equal to the period of force majeure or at the option of Banglar Dairy Limited, it may be cancelled. Such cancellation would be without any liability whatsoever on the part of Banglar Dairy Limited.

33. The Managing Director, Banglar Dairy Limited reserves the right to accept or reject any or all bids without assigning any reason thereto.

34. The service provider/agency should submit the bills in duplicate within 7th. day of each following month.

35. Settlement of Dispute:

Except where otherwise provided in the contract, all questions and disputes relating to e-tender notice/ contract herein before mentioned and as to qualify of workmanship or work or as to any other question or things whatsoever, in anyway arising out or relating to the contract, instructions or failure of execution of agreement thereof shall be referred to the sole arbitration of the Managing Director, Banglar Dairy Limited. If the Managing Director, Banglar Dairy Limited is unable to act as Arbitrator in such questions and disputes, the matter shall be referred to Hon'ble Civil Court within the jurisdiction of Kolkata.

Sd/- Kumarjib Chakraborty, IAS
Managing Director
Banglar Dairy Limited