

PUNJAB STATE TRANSMISSION CORPORATION LIMITED

(Regd. Office: PSEB Head Office, The Mall, Patiala-147001)

Corporate Identity Number: U40109PB2010SGC033814

O/o Chief Financial Officer, Shakti Sadan, Patiala

www.pstcl.org e-mail: ao-taxation@pstcl.org

Subject: - Limited Tender Enquiry No.8/CFO/PSTCL/Taxation/2018 Dated 09.04.2018 for engagement of Counsel on retainership basis for Income Tax matters for the FY 2017-18 (AY 2018-19).

Punjab State Transmission Corporation Limited (PSTCL) intends to engage the counsel on retainership basis for Income Tax matters for the FY 2017-18 (AY 2018-19).

You are, therefore, requested to quote your rates inclusive of all taxes and duties. Before quoting the rates the time schedule, terms and conditions, scope of work, eligibility criteria, terms of payments, etc. may be studied carefully to avoid any dispute at the later stage.

1. Time schedule

- Last date for submission of tenders **27.04.2018** (up to 03.00 PM)
- Date and time for opening of tenders **27.04.2018** (up to 03.30 PM)

2. Terms and conditions.

- Earnest money (if required, as per Sr. No. 5 of Annexure IV) shall be submitted in separate envelope on which the word Earnest money for tender against **Limited Tender Enquiry No. 8/CFO/PSTCL/Taxation/2018 Dated 09.04.2018** due for opening on 27.04.2018 shall be clearly written.
- Tenders accompanied by earnest money (if required) as prescribed in the specifications/tender documents must reach the office of AO/Taxation, Shakti Sadan, Opposite Kali Mata Mandir, The Mall, PSTCL, Patiala on or before 27.04.2018 up to 03.00 PM and shall be opened on the same day at 03.30 PM in the presence of authorized representative of the bidder who may like to attend. In case the due date of opening of tenders happens to be a holiday; tenders shall be received and opened at the same time & place on the next working day.
- The offer should be valid for at least 120 days from opening of the bid.
- The tenders should be submitted in duplicate in sealed cover and each copy should be separately marked as original and duplicate along with tender enquiry no. and due date of opening.
- Issue of tender documents shall not automatically qualify the tenderer for award of contract.
- E-mail quotations shall not be accepted.
- Tenders duly typed shall be submitted on Firm's letterhead. The acceptance of hand written tenders will be at the option of the tender accepting authority.
- PSTCL reserve the right to reject any or all tenders without assigning any reason and no claim on this account shall be acceptable.

This issues with the approval of Chief Financial Officer, PSTCL, Patiala.



Accounts Officer/Taxation,
PSTCL, Patiala.

CC: Copy of the above is forwarded to SE/IT, PSTCL, Patiala for placing the circular on website of PSTCL.

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(Regd. Office: PSEB Head Office, The Mall, Patiala-147001)

Corporate Identity Number: U40109PB2010SGC033814

O/o Chief Financial Officer, Shakti Sadan, Patiala

www.pstcl.org e-mail: ao-taxation@pstcl.org

Tender enquiry No.8/CFO/PSTCL/TAXATION/2018

Dated 09.04.2018

SPECIFICATION FOR ENGAGEMENT OF COUNSEL ON RETAINERSHIP BASIS FOR INCOME TAX MATTERS FOR THE FY 2017-18 (AY 2018-19)

- Last date for submission of tenders 27.04.2018 (up to 03.00 PM)
- Date and time for opening of tenders 27.04.2018 (up to 03.30 PM)

Tenders must be submitted in sealed cover super-scribed "Tender for Engagement of Retainer Counsel" against Tender Enquiry **No.8/CFO/PSTCL/TAXATION/2018** due for opening on **27.04.2018** at 03.30 PM strictly in accordance with the terms & conditions enclosed herewith. In case the due date for receiving/opening of tender happens to be a holiday, then tenders would be received/opened on the next working day at the same time & place.

Accounts Officer/Taxation
Punjab State Transmission Corporation Limited
Shakti Sadan, Opposite Kali Mata Mandir
The Mall, Patiala (Punjab) 147001
E-Mail : ao-taxation@pstcl.org
Ph. No. 96461-07717, 96460-33419

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Annexure I

DETAILED SCOPE OF WORK

Bids are invited from CA Firms/Advocates/Advocate Firms to provide services on retainership basis on income tax matters for the FY 2017-18 (AY 2018-19) to Punjab State Transmission Corporation Limited (PSTCL) with the applicable **Professional standards**. Scope of work includes:

1. Preparation and filing of Income Tax Return of Punjab State Transmission Corporation Limited for the period 01-04-2017 to 31-03-2018 i.e. FY 2017-18 (A.Y 2018-19) including revised return if required.
2. Defending Income Tax cases (including preparation and submission of reply of notices thereof) regarding assessment & other proceedings of PSTCL relating to FY 2017-18 (AY 2018-19) before Deputy/Assistant Commissioner of Income Tax (Assessing Officer), Patiala and Appeal cases before Commissioner Income Tax (Appeals), Patiala and Income Tax Appellate Tribunal, Chandigarh.
3. Providing expert advice on Income Tax and other allied matters relating to PSTCL.
4. Other misc. Income Tax matters i.e. obtaining tax clearance certificates, rectification of Assessment Orders, refund of the corporation etc.

Annexure II

ELIGIBILITY CRITERIA

| Sr. No. | Requirements /Criteria | Minimum Requirement | Document Required in support of the minimum requirement |
|----------------|----------------------------------|---|---|
| 1. | Existence of Firm | Must be in practice as an Income Tax Practitioner from the last 20 years & must have an office at Patiala. | Registration Certificate/Any other proof showing existence of Firm for 20 years |
| 2. | Experience | Should have an experience of appearing before the various Income Tax Authorities up to Tribunal Level from past 10 years and must have defended at least 30 case of Income Tax Successfully at different authority level. Out of which 10 cases must be up to Tribunal Level. | List of Firms and relevant documents fulfilling the requirement duly signed by authorized signatory |
| 3. | Average Annual Turnover/Receipts | Average receipts/turnover for last three years i.e. F.Y 2014-15, 2015-16 and 2016-17 should be Rs. 10 lakhs. | Audited Financial Statements/Income Tax Returns See Performa-II |

Annexure III
Important Terms and Conditions

- 1 Conditional/Telegraphic Quotations and quotations through e-mail shall not be accepted.
- 2 The tenderers will have to give an undertaking that they shall not pay any commission etc. or engage any commission agent or liaison agent for dealing with PSTCL in any matter (**See Performa III**). This undertaking is required to be supplied along with the tender, failing which their tender is likely to be ignored.
- 3 Tenderers, if CA Firms/Advocates/Advocate Firms, should invariably supply documents for constitution and composition of the Firm and regarding Experience & Financial standing failing which their tender may be ignored.
- 4 Issue of tender documents shall not automatically qualify the tenderer for award of contract.
- 5 The tenders should be submitted in duplicate in sealed cover and each copy should be separately marked as original and duplicate along with tender enquiry no. and due date of opening.
- 6 In case the due date of opening of tenders happens to be a holiday; tenders shall be received and opened at the same time and place on the next working day.
- 7 Tenderer, if firm, there shall be Complete Signature of a person authorized as per constitution and composition of the firm. Name & designation of the so authorized signatory must be indicated with each signature. It may be noted that in case signatures do not tally or differ, such signature shall not be considered authentic. All the correspondence with PSTCL shall be with complete signatures of the so authorized signatory. Any correspondence with improper signature shall not be entertained.
- 8 Tenderers should submit their offer in unambiguous wording failing which PSTCL's interpretation will be final. Incomplete and conditional bids will not be entertained.
- 9 Validity of offer must be for 120 days from the date of opening of tender.
- 10 Earnest Money (if required, as per Sr. No. 5 of Annexure IV) shall be deposited through a demand draft drawn in favour of Accounts Officer/Cash, PSTCL, Patiala payable at Patiala.
- 11 Tenderer must carefully study the technical specification and general terms and conditions before preparation of tender. Rate should be stated in words and figures both. Complete information as per Performa-1 attached herewith must be supplied with tender invariably, failing which the tenders are likely to be ignored.
- 12 Tenders duly typed shall be submitted on Firm's letterhead. The acceptance of hand written tenders will be at the option of the tender accepting authority.
- 13 All the tenderers should submit their tender with all the Performas duly filled in and complete in all respects.
- 14 No figure should have been erased or over written. Any cutting/correction made should be signed.
- 15 The tenderer revising their offer or withdrawing the same within the validity period after opening of the tender are liable to be ignored/black listed.
- 16 Acceptance of standard terms and conditions of PSTCL should be sent along with the tender (**See Performa IV**). Deviation if any should be stated clearly on a separate sheet; otherwise it will be presumed that specifications and all terms & conditions of PSTCL are acceptable in toto.

- 17 Tenders received after due date/time even if posted before the due date of opening shall not be entertained at all.
- 18 PSTCL will not be held responsible and will not pay any expenses or losses that may be incurred by the tenderers in the preparation of tender.
- 19 No relaxation whatsoever of any sort, would be given in the tender specifications after the tender have been received, opened/processed.
- 20 The tenderer, if firm, shall supply a list of two authorized person with their signatures duly attested on the firm's pad so that they may represent on behalf of the firm and participate in the opening process of the tenders. The firm shall supply one such copy in the tender and one copy should be with the authorized person otherwise he will not be allowed to participate in the opening of tender.
- 21 The work shall not be re-assigned by the retainer counsel.
- 22 PSTCL has a right to cancel one or all bids without assigning any reason and decision of PSTCL shall be final in this regard.
- 23 Tenderer must fill the Performa -I of price duly typed & shall not be hand written.

Annexure IV

PUNJAB STATE TRANSMISSION CORPORATION LIMITED

GENERAL INSTRUCTIONS TO BE OBSERVED BY TENDERERS

1. The following instructions must be carefully observed by all tenderers. Quotations/Tenders not strictly in accordance with these instructions will be liable to be rejected:-

- (i) The tender must be complete in all respects. The following points should carefully be studied in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of other-wise competitively lowest offer.
- (ii) Tenders shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as Original/Duplicate as the case may be.
- (iii) Bids/Quotations submitted telegraphically or via email or fax will not be entertained.
- (iv) The tenders shall be submitted in three parts i.e. Part-I (earnest money if required as per Sr. No. 5 of Annexure-IV), Part-II (Technical Bid) and Part-III (Price Bid). Each part shall be enclosed in a separate envelope duly super scribed on the envelope as **“PSTCL- Engagement of Retainer Counsel -Tender Enquiry no. and date of opening of tender”**. All the envelopes will be further enclosed in a large envelope.
- (v) Quotations/Tenders should be addressed to the Accounts Officer/Taxation, Shakti Sadan, Opposite Kali Mata Mandir, The Mall, PSTCL, Patiala – 147001 (Punjab).

Quotations shall be received in the office of Accounts Officer/Taxation up to specified hours on the due date given in the tender notice and shall be opened on the due date & time in the presence of tenders or their authorities representatives who may like to be present. In case the due date of opening/receiving of tenders happens to be a holiday tenders shall be received and opened at the same time and place on the next working day.

2. PRICES

The prices should be quoted in the prescribed Performa-I (enclosed). Firm is requested to quote firm prices only inclusive of all expenses and taxes. PSTCL will deduct Income Tax at source (TDS) while releasing payment, if applicable as per the law.

3. VALIDITY

The tender should be valid for at least 120 days from the date of opening.

4. TERMS OF PAYMENT:-

The terms of payment will be as under:-

| | | |
|---|--|------------------|
| 1 | On successful Filing of Income Tax Return (No extra payment will made if return is revised). | 10% of total fee |
| 2 | On finalization of Assessment at the level of Deputy/Astt. Commissioner of Income Tax Patiala. | 30% of total fee |
| 3 | On finalization of Appeal case before CIT | 30% of total fee |

| | | |
|---|---|------------------|
| | (Appeals), Patiala. | |
| 4 | On finalization of Appeal case at Appellate Tribunal level. | 30% of total fee |

Note: No separate payment will be made for the Sr. No. 3 & 4 of Detailed Scope of Work as per Annexure-I.

5. EARNEST MONEY

- The tenderer shall be required to submit earnest money at the following rates in the form of Bank draft along with tenders:

| | |
|--------------------------------------|--|
| A) Tenders valuing up to Rs. 50000/- | Nil |
| B) Tenders valuing above Rs. 50000/- | 2% of tendered value rounded off to a multiple of Rs 10/- on the higher side subject to a minimum of Rs 5000/- and Maximum Rs 10 lacs. |
- The amount submitted as Earnest Money shall be refunded to the unsuccessful bidders within 30 days from the award of order/contract to successful tender(s).
- Ordinarily, in the case of successful tenderer the Earnest Money received with the tender shall be converted into security deposit. If the amount of the earnest money received with tender falls short the counsel shall be required to deposit the additional amount.
- The earnest money shall be forfeited in case of withdrawal / modification of an offer within validity period as required in the tender specification after the opening of tenders
- During the examination, evaluation and comparison of the bids the PSTCL, at its sole discretion, may ask the bidder for clarifications of its bid.
- If the work of Retainer Counsel is not to the satisfaction of the PSTCL, the same has the right to cancel the order, get the work done by some other firm in accordance with rules subject to the condition that if PSTCL has to pay any amount in excess of the agreed amount the difference will be recovered from the second party i.e. the Retainer Counsel.

6. SUBMISSION OF TENDERS:-

The tenderers are required to submit the tenders in accordance with the tender specifications clearly stating that all the terms & conditions of the PSTCL tender specification are acceptable to them.

The bid shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super-scribed on the envelope as under. All the three envelopes will be further enclosed in a larger envelope. The following procedure will be adopted for the opening of bids.

- a) **Part-I Earnest Money:** The first part will consist of Earnest Money (if required as per Sr. no. 5 of Annexure IV) in the form of Demand Drafts in favour of “Accounts Officer/Cash, PSTCL”, payable at Patiala.

Further if earnest money is not required to be deposited, then envelope containing Part-I is to be submitted with declaration that “earnest money is not required as per Sr. no. 5 of Annexure-IV.

- b) **Part-II Technical bid:** The second part will consist of documentary evidence with regard to eligibility criteria and other documents as mentioned in this tender.
- c) **Part-III Price Bid:** The third part will consist of the price bid.

Part-I (Earnest Money) and Part-II (Technical Bid) will be opened in the presence of the bidders/representatives who choose to be present at the time, date and at the prescribed address. The bids without earnest money (if required) shall be out rightly rejected.

After opening Part-II of the bids (Technical bid), the bids will be technically evaluated by PSTCL. **The Part-III will be opened in respect of only those bidders who are short-listed based on eligibility criteria and evaluation done by PSTCL.**

7. SECURITY DEPOSIT

- (i) The successful tenderers shall be required to submit security deposit for faithful execution of the job order/contract at the rate of 5% of the tendered value.
- (ii) Ordinarily, in the case of successful tenderers the Earnest Money received with the tender shall be converted into security deposit. If the amount of the earnest money received with tender falls short the retainer counsel shall be required to deposit the additional amount.
- (iii) On faithful execution of job in all respects, the security deposit of the Retainer counsel shall be released within 3 month after the completion of job.
- (iv) In the event of default on the part of the Retainer counsel, its security deposit shall be forfeited. The forfeiture of security deposit shall however be without prejudice to any other right arising of accruing to the corporation under relevant provisions of the contract like penalty/damages for delay in delivery including suspension of business dealing with corporation for a specific period.

8. OBLIGATIONS OF THE RETAINER COUNSEL

- The Retainer Counsel shall carry out the Services with due diligence and efficiency and in conformity with sound professional practices.
- The Retainer Counsel shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Retainer Counsel shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Counsel to perform any part of the Services.
- The Retainer Counsel agrees that no proprietary and confidential information received by the, or to knowledge of, Retainer Counsel, during performance of work, shall be disclosed to a third party unless the Retainer Counsel receives a written permission from the Client to do so.

9. NEGLIGENCE AND DEFAULT

In case of Negligence on the part of Retainer counsel to execute the job with due diligence, or any failure to comply with any reasonable orders in connection with the job order or any contravention in the provisions of the job order, given in writing by the PSTCL, the PSTCL may give 21 days notice in writing to the consultant to make good the failure or neglect or contravention and if the Retainer counsel fails to comply with the notice within time considered

to be reasonable by the PSTCL, the PSTCL may blacklist or suspend business dealings with the Retainer counsel apart from forfeiture of security etc.

10. RESOLUTION OF DISPUTES

In case of any dispute between the two parties of any matter, arising out after signing the contract agreement, the case shall be initially referred to Director /F&C PSTCL, whose decision shall be binding on both parties. In case the conflict is not resolved, the matter may be referred to arbitration council as in agreement.

11. OBLIGATIONS OF THE CLIENT

The Client shall provide to the Retainer Counsel:

- All necessary data/documents/rules & regulations essential for Retainer Counsel's work that may be required by the retainer counsellor for performing the Service. All data/documents/tables/rules & regulations demanded by the retainer counsel for timely and satisfactory completion of the work assigned to him.
- The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the retainer counsel.
- The Client shall take all necessary measures to make timely payments to the retainer counsel.

12. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. During the pendency of the contract if the performance by either party or any obligation there under is prevented/delayed by causes arising out of any war, hostility civil commotion, acts of the public enemy, floods, epidemics or Strikes, Lockouts, Embargo, Acts of Civil/Military authorities or any other causes beyond their reasonable control neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of force majeure conditions, provided that the happening is notified in writing (documentary proof) with 30 days from the date of the occurrence. The retainer counsel shall resumed under the contract as soon as practicable after the happening (event) ceases to exist.

13. CHANGES

No variation or modification or waiver of any of the terms and conditions shall be deemed valid unless mutually agreed upon in writing by both the PSTCL and the retainer counsel.

14. CANCELLATION

The PSTCL reserves the right to cancel the job order as whole or in part at any time or in the event of default on the part of the retainer counsel.

15. JURISDICTION

All legal proceedings in connection with the agreement/Contract shall be subject to the territorial jurisdiction of the local Civil Courts at Patiala only.

16. ARBITRATION

1. If at any time, any question, dispute or difference, whatsoever, shall arise between the Board and the Contractor upon or in relation to or in connection with the contract, either party may forthwith give to other notice in writing of the existence of such question, dispute or difference and the same shall be referred for sole arbitration of a nominee of the Board who shall give a reasoned/speaking award. The award of the Sole Arbitrator shall be final and binding on the parties under the provision of the Indian Arbitration Act, 1996 and of the rules there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply to and be incorporated in Contract. It will not be objectionable if the Sole Arbitrator is an officer of the Board and he has expressed his views on all or any of the matters in question of dispute or difference.
2. Upon every or any such reference, the cost of and incidental to the reference and award respectively, shall be in the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be fixed as between Solicitor and Client or as between party and party & shall direct by whom and to whom and in what manner the same is to be borne and paid.
3. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payments due or payable by the Board shall be withheld on account of such proceedings.

Performa-I

PRICE BID FOR ENGAGEMENT OF COUNSEL ON RETAINERSHIP BASIS FOR INCOME TAX MATTERS FOR THE FY 2017-18 (AY 2018-19)

[Letter to the PSTCL on the Firm's letterhead]

Date:

FROM: (Name of Firm)

TO: (Name and Address of Client)

| | Rates (inclusive of all expenses & taxes) | GST (as applicable) | Total (Rs.) |
|------------|--|----------------------------|--------------------|
| In figures | | | |
| In words | | | |

Signature:

Designation

Full Name:

Name of Firm:

Address:

Performa-II

Annual Turnover of the Firm for the immediate previous three years

| Sr. No. | Particulars | 2014-15 | 2015-16 | 2016-17 | Average Annual Receipts/Turnover |
|---------|---|---------|---------|---------|----------------------------------|
| I | Annual Receipts/ Turnover of the Firm | | | | |

Note: Audited Balance Sheet and P&L a/c or Income Tax Returns of the Firm in support of meeting turnover criteria.

Date:

Signature:

Designation

Full Name:

Name of Firm:

Address:

Performa-III

[To be furnished in the firm's letterhead]

Undertaking from the firm regarding any payment of commission etc.

With reference to Limited Tender Enquiry no. _____ Dated _____ for ENGAGEMENT OF COUNSEL ON RETAINERSHIP BASIS FOR INCOME TAX MATTERS FOR THE FY 2017-18 (AY 2018-19), I/we undertake that we the firm shall not pay any commission etc. or engage any commission agent or liaison agent for dealing with PSTCL in any matter

I/We hereby agree that any misinterpretation or concealment of facts in this undertaking may lead to our disqualification.

Date:

Signature:

Designation

Full Name:

Name of Firm:

Address:

Performa-IV

[To be furnished in the Firm's letterhead]

Undertaking

I/We, _____

hereby certify that all the information and data furnished by me/us with regard to this Limited Tender Enquiry No..... dated..... are true and complete to the best of my/our knowledge. I/We have gone through the specification, terms & conditions etc. in detail and agree to comply with the requirements and intent of all.

I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of PSTCL.

Date:

Signature:

Designation

Full Name:

Name of Firm:

Address