# M.P. MADHYA KSHETRA VIDYUT VITARAN CO. LTD. BHOPAL



# TENDER SPECIFICATION NO. MD/MK/04/1120 DUE FOR OPENING ON:- 04-02-2025

# APPOINTMENT OF A CHARTED ACCOUNTANT FIRM AS TAX CONSULTANTS OF THE COMPANY FOR THE PERIOD OF 3 YEARS

CHIEF GENERAL MANAGER (PROCUREMENT)
Corporate Office,
M.P. Madhya Kshetra Vidyut Vitaran Co. Ltd.,
Nishtha Parisar, Bijlinagar, Govindpura, Bhopal-462023
Phone No.:(0755) 2602033-36, Fax No.:(0755) 2589821
Website:https://portal.mpcz.in

# TENDER SPECIFICATION NO. MD/MK/04/1120

# PROCUREMENT OF APPOINTMENT OF A CHARTED ACCOUNTANT FIRM AS TAX CONSULTANTS OF THE COMPANY FOR THE PERIOD OF 3 years DUE FOR OPENING ON 04.02.2025 FROM 3.30 PM

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# SECTION-I (A) KEY DATES & BASIC TENDER INFORMATION

Particulars	Details
	Appointment of a Charted Accountant firm as
Name of Work	Tax Consultants of the Company for the period
	of 3 years
	MD/MK/04/1120
Tender Specification number	
Due date of <b>Online</b> submission of Tender	
(EMD in Part-I + Bid	03.02.2025 Time 15:00
in Part-II)	

# **Key Dates**

	Tiej Dates	
Sr. No.	MPMKVVCL Stage	Date & Time
1	Publishing Date	20.01.2025 Time 15:00
2	Document Download/Sale Start Date	20.01.2025 Time 15:30
3	Pre-Bid Meeting Date	27.01.2025 Time 15:30
4	Bid Submission Start Date	28.01.2025 Time 15:00
5	Bid Submission End Date	03.02.2025 Time 15:00
6	Bid Opening Date	04.02.2025 Time 15:30

#### Note: -

# **Basic tender information:-**

- 1. Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (iii), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- 2. Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
  - a. Schedule-II, Duly notarized Undertaking / Declaration by the Bidder
  - b. Schedule-III, CA certificate against financial requirement of the tender
  - c. Schedule-IV Technical information
  - d. Schedule-V, Performa for Bank Guarantee towards Security Deposit
  - e. Schedule-VI,- Check List
  - f. Printed literatures towards Technical Specifications etc
  - g. Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act.
  - h. Annexures-1

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

- 3. Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.
- 4. The date of opening of financial/ price bid shall be informed separately. The bidders may please keep themselves updated of price bid opening from the e-portal.
- 5. Pre-bid conference as on dtd. 27.01.2025 at 15:30 Hrs.

CGM (Procurement) M.P.M.K.V.V. Co. Ltd., Bhopal



# M.P.MADHYA KSHETRA VIDYUT VITARAN CO. LTD.,

(Govt. of Madhya Pradesh Undertaking)

# NISHTHA PARISAR, BIJLINAGAR, GOVINDPURA, BHOPAL-462023

PHONE NO. 0755-2602033-34 FAX NO.0755-10089821, Email-dgmp2.cz@mp.gov.in Website:portal.mpcz.in, CIN Number:U40109MP2002SGC015119

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# **TENDER NOTICE**

Online tender is invited for supply of following item from Manufacturers / Authorized Dealers of manufacturers only as per Tender Specifications. The Bid will be received online on the portal <a href="http://www.mptenders.gov.in">http://www.mptenders.gov.in</a> up to date & time indicated below. The tender will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present at the time of opening of tender:-

Sr. No.	Tender Specification no.	Name of items	Approx. Value (Rs. Lakh)	Tender fee (inclusive of GST @18%) (in Rs.)	Due date of opening of tender online from 15:30 Hrs.
1.	MD/MK/04/1120	PROCUREMENT OF APPOINTMENT OF A CHARTED ACCOUNTANT FIRM AS TAX CONSULTANTS OF THE COMPANY FOR THE PERIOD of 3 years	54.00	5900	04.02.2025

<sup>\*</sup> For updated / extended due dates for opening of tender (EMD in cover-A & Techno-commercial bid in cover-B) please refer to the online key dates.

### NOTE: -

- (1) Other details can be seen in the complete tender documents available on new implemented e-portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>.
- (2) Tender Documents can be downloaded from main portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> free of cost. However, for participation in the tender, the bidder shall have to pay non-refundable tender fee. In case, the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges.
- (3) The Micro & Small Enterprises (MSEs) of Madhya Pradesh registered with District Industries Centre (DIC)/Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum (UAM)/Udyam or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s) shall be exempted from payment of tender fee. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening. Please note that, all the out State firms (i.e out of MP firms) are mandatorily required to submit the Tender Fees.
- (4) The bid data should be filled in and the bid seals of all the envelops and the documents which are to be uploaded by the bidders should be submitted online only as per time schedule (Key Dates).
- (5) The relevant portion of tender which tenderers have to fill online would be available on above website on date mentioned against each tender. The company reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the company, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (6) Since the bidders are required to sign their bids online using class III Digital Certificates only, hence they are

advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0120-4001002/4200462/4001005, E-mail: support-proc@nic.in.

- (7) Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System.
- (8) The required amount of EMD shall be accepted through online payment only.
- (9) The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in Envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
- (10) No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected.
- (11) The corrigendum or addendum to the Bidding Documents, if any, as well as any change in due date(s) of opening of tender will be published on the website <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> & also Company's website www.mpcz.co.in but will not be published in newspaper. Hence participant bidders are advised to regularly visit the websites until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- (12) Last date for submission of Online Bid documents {Envelop- A (EMD) & Envelop-B (Techno Commercial Bid)} shall be as per online key dates. The same shall be opened as per key dates. The date of opening of EMD & Techno commercial bid shall be the date of opening of tender for all the purpose.
- (13) The Tender document will be available on portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>. The interested bidders are advised to regularly visit the portal for the purpose.

CGM (Procurement) M.P.M.K.V.V. Co. Ltd., Bhopal

-//SAVE ELECTRICITY//-

# TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Sub:	Acceptance of Terms & Conditions of Tender.
Tend	er Reference No:
	e of Tender / Work: -
 Dear	Sir,
<b>1.</b> site(s)	I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web namely:
as pei	your advertisement, given in the above mentioned website(s).
	I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No to (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement / we shall abide hereby by the terms / conditions / clauses contained therein.
3. consi	The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into deration, while submitting this acceptance letter.
4. in its	$I  /  We \ hereby \ unconditionally \ accept \ the \ tender \ conditions \ of \ above \ mentioned \ tender \ document(s)  / \ corrigendum(s) \ totality  / \ entirety.$
5.	I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is

found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the

Yours Faithfully, (Signature of the Bidder, with Official Seal)

**BIDDERS SIGNATURE** (With Seal)

forfeiture of the full said earnest money deposit absolutely.

Date:

To,

undertaking.

# INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>) by clicking on the link "Online bidder Enrollment" on the MP TENDERS Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate** (Class II or **Class III Certificates with signing key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

# SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The bidder has to submit EMD by making Online payment on mptenders portal until unless not exempted from EMD.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the Documents submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded Tender Documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

# ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.

Contractors / Vendors / Bidders / Suppliers are requested to visit e-procurement portal of Govt. of Madhya Pradesh (https://www.mptenders.gov.in). The details and relevant links are available in the Bidders Manual Kit on the right pane of website which is furnished here-

S.No	Particulars	Downloads
1	Notice to Bidders	Notice_to_bidders_v906.pdf
2	Registration of Bidders	Bidder_Registration_Manual_Updated_v906.pdf
3	Uploading of My Documents	MyDocument_Updated_v906.pdf
4	Online e-Bid Submission	Three Cover_Bid_Submission_New_v906.pdf
		Two_cover_bid_submission_new_v906.pdf
		Four_cover_bid_submission_new_v906.pdf
		Single_Cover_bid_submission_New_v906.pdf
5	Online Bid Withdrawal	bid_withdrawal_updated_v906.pdf
6	Online Bid Re-submission	Bid_Resubmission_Updated_v906.pdf
7	Clarifications (Tender Status, My Archive)	Enquiry Updated_v906.pdf
8	Trouble Shooting	troubleshoot_document_v906.pdf
9	<b>BoQ Preparation Guidelines</b>	ItemWise_BOQ_New_v906.pdf
	_	Percentage BOQ Updated v906.pdf
		ItemRate_BOQ_Updated_v906.pdf

# SECTION-I (E) ESSENTIAL INFORMATION

S. No.	Particulars	Details
1.	Introduction	Madhya Pradesh is one of the forward looking states in terms of the Power sector reforms. The erstwhile, integrated electricity utility – MP State Electricity Board (MPSEB) – was unbundled into various successor companies which commenced independent operations in June 2005. The assets and liabilities of the erstwhile MPSEB as on 31st May 2005 has been vested to these six successor companies and a residual MPSEB vide the Transfer Scheme issued by the Government of Madhya Pradesh. The successor entities formed under the Company's Act, 1956 were one generation company (MP Genco), one transmission company (MP Transco), one power management company (MP PMCL) and 3 distribution companies (East Zone, West Zone and Central Zone). The 3 Distribution Companies (subsidiary companies of MPPMCL) are namely Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal; Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore and Madhya Pradesh Poorv Kshetra Vidyut Vitran Company Limited, Jabalpur. For more information, please visit company website: http://www.mpcz.co.in
2.	Name of Services to be procured	Execution of Taxation Activities for 3 years.
3.	Tender Number	
4.	Bidding Type	Online bidding
5.	Contract Period	(1) From 1 Jan- 2025 to 31 Dec 2027
6.	Bid Currency	Indian National Rupee (INR)
7.	Deposit (EMD)	The Bidder shall enclose EMD for an amount of INR Only in the form of Demand Draft drawn in favour of -Sr. Accounts Officer, MPMKVVCLI payable at Bhopal only.
8.	Pre bid date & venue	N/A
9.	Address for communication for Tender Purpose	

--Sd-

# SECTION-I(F) GENERAL INSTRUCTIONS TO THE BIDDERS

- 1. The **CGM** (**Procurement**) on behalf of Madhya Pradesh Madhya Kshetra Vidyut Vitran Co. Ltd. hereinafter referred to as "MPMKVVCL" invites online Tender for supply of material/equipment as per specifications, to Area Stores Bhopal, Gwalior and Guna in Madhya Pradesh.
- 2. The bidders are requested to go through the General Iinstructions to the bidders Section-I, General terms & conditions of purchase contained in Section-V and Special terms & conditions of purchase contained in Section-VI except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted.

Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. The bidders should note that in absence of any of the schedules, as required in the tender, their offer shall be liable for rejection.

**3.** Here are some of very important instructions which every bidder should read carefully for compliance before submitting the bid.

# 4. VALIDITY OF BIDS

Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree for a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

# **5. EARNEST MONEY**

The bidder shall deposit the Earnest Money vis-à-vis the value of the tender as per the table given below:-

NIT Value	Earnest Money
Upto INR 50,000.	Nil
Above INR 50,000.	@1% of tender value, subject to minimum INR 1,000 and maximum INR 1 lac.

- i. No offer will be accepted without Earnest Money Deposit, unless exempted by the Purchaser. If on opening of tender any discrepancy in EMD amount is noticed, the offer shall be rejected.
- ii. The required amount of EMD shall be accepted through online payment only. The Bidders are required to invariably upload the valid documentary evidence of submission of EMD (or EMD Exemption Certificate if applicable) in Envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.

# iii. The following are exempted from payment of EMD:

The Micro & Small Enterprises (MSEs) of Madhya Pradesh registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum(UAM)/Udyam or with any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s). The SSI units of MP registered with DIC shall be exempted from payment of EMD on production of valid competency certificate. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall

not be considered for opening. Please note that, all the out State firms (i.e out of MP firms) are mandatorily required to submit the EMD

- iv. Forfeiture of Earnest Money Deposit:
  - a. If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder.
  - b. If a bidder modifies its bid in any manner before the validity of the bid expires.
  - c. In the case of a successful bidder, if the bidder fails to furnish the Performance Security within the prescribed time.
  - d. In the event the bidder withdraws its bid after opening of price bid, the firm may be debarred along with forfeiture of EMD.
- v. Return of earnest money to bidders.
  - a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
  - b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit.

### 6. Submission of bid- Bidders shall submit the tender online only in following three parts parts.

- i. Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (iii), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- ii. Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
  - a. Schedule-II, Duly notarized Undertaking
  - b. Schedule-III, CA certificate against financial requirement of the tender
  - c. Schedule-IV Technical Information
  - d. Schedule- V Performa for Bank Guarantee towards Security Deposit
  - e. Schedule- VI, Check List
  - f. Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act
  - g. Printed literatures towards Technical Specifications etc
  - h. Annexures-1

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

iii. Part-III (Envelop-3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.

# 7. DATE AND TIME OF OPENING OF BIDS - CHANGES

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

#### 8. OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID

The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The requirement for EMD shall be verified and thereafter, the second part, i.e. the Commercial & Technical Bid, shall be opened on the same date in respect of eligible bidders.

# 9. REQUIREMENT FOR OPENING OF PRICE BIDS:

After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Company's terms & conditions, if any, proposed by the tenderer in regard to Technical Bid, as per prescribed schedules given along with the tender documents, shall be notified and clarifications as may be required by Company, shall be submitted by the tenderers either at the time of scrutiny of tender or within the time prescribed. After opening of Part-I EMD and Part-II Techno-commercial bid scrutiny will be done. In case of error-ness/non-submission/missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

The Price Bids of such offers shall be opened who have:-

- i. Accepted all Commercial terms & conditions and Technical Specifications.
- ii. Qualified the basic qualification of the bidder, conflicting interest clause, financial, supply capacity & minimum quantity to be quoted, unsatisfactory Performance criteria.

Please ensure that the Online documents furnished are legible.

#### 10. GUARANTEED TECHNICAL PARTICULARS AND QUESTIONNAIRE

Guarantee Technical Particulars as per Schedule VI (A&B) attached giving specification shall be filled-in and submitted compulsorily with the offer. In case these are not filled in and enclosed with the offer, the bid may be rejected.

# 11. UNSATISFACTORY PERFORMANCE

Even on fulfillment of all the criteria it may please be noted that:-

- i. Offers of those bidders whose work have been terminated or who have been debarred for future business with our company/ other Discoms of MP, may be summarily rejected.
- ii. In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of the purchaser, they shall not be considered for opening of price bid. Some of the attributes to the poor performance of a bidder are as follows:-
  - Non-execution of previous order(s).
  - Failures of material in testing & non-replacement of the same by the supplier.
  - Failures of material in mass as reported by the field officers.
  - Non replacement of failed Battery Set timely.

#### 12. Pre-Bid Conference

- (i) The Purchaser shall arrange a Pre-bid conference of bidders on **24.01.2025 at 03:30 PM** in the Corporate Office of the Purchaser, to clarify various clauses of the Bid documents to ensure uniformity in understanding the bid documents
- (ii) Bidders are advised to attend the Pre Bid Conference so as to clear all ambiguities and doubts and point to any mistake or shortcomings which might be visible in the Tender.
- (iii) The Purchaser reserves the right to change the clauses as emerging after pre-bid conference or as per it's discretion. Details of any doubt(s) about instant Tender Specification and/or required clarification/ suggestion/ modification in

any of the terms & conditions and/ or the specifications etc. must be sent sufficiently in advance to the Purchaser through post or (preferably) through e-mail to *dgmp2.cz@mp.gov.in* so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office to provide necessary clarification/ modification during pre-bid meeting.

(iv) The Purchaser also reserves the right to insert new clauses or post amendments to Tender Specification etc. The changes shall be notified through addendum/corrigendum posted on Purchaser's website and e-procurement Govt. website to get all concerned informed. Bidders may therefore regularly visit the websites stated. The Purchaser shall not be responsible if some prospective bidder misses any Amendment/Addendum/ Corrigendum/ Due date extension related to the Tender.

#### 13. AMENDMENT IN SPECIFICATIONS

The Purchaser may revise or amend the specification and drawing, prior to the date notified for opening of Technical Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender.

# 14. BIDS IN OPEN FORM

Open bids through Telegram/Fax will not be considered under any circumstances.

# 15. ALTERNATIVE BIDS

Bid should be submitted as per intent of Tender Documents; any alternative offers are liable for rejection.

### 16. MISTAKES IN BIDS

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Purchaser shall be considered. Such offers can also be rejected.

#### 17. LUMPSUM BASED BIDS

In case prices for some items or all items are given as a sump sum, instead of unit prices as required in the tender specifications, Purchaser can summarily rejected such incomplete tender.

# 18. PRINTED TERMS AND CONDITIONS IN BIDS

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

# 19. ALTERATIONS/CORRECTIONS IN BIDS

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

### 20. INCOMPLETE BIDS

Tender which is incomplete or obscure is liable for rejection.

#### 21. AMBIGUITIES IN CONDITIONS OF BIDS

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the Purchaser shall be taken without any reference to the tender.

### 22. LANGUAGE OF BIDS

All tenders should be made in English only.

# 23. CANVASSING OF BIDS

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Purchaser's personnel or Representative, on matters relating to tender under process.

# 24. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

Purchaser reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Purchaser in this regard shall not entertain any correspondence.

# 25. FILLING OF QUESTIONNAIRE /SCHEDULES

All the Questionnaire / Schedules along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.

# 26. DEVIATIONS FROM TERMS & CONDITIONS

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected out rightly.

# 27. AUTHORISATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter (on Rs. 50/- non judicial stamp paper) from the bidder/supplier who have participated in the tender shall be allowed to attend the tender opening and further submission/collection of documents in the event of order.

# 28. CHANGE OF QUANTITY

The quantity indicated in the Schedule-I (Price & Quantity) is tentative and purchaser reserves the right to change the quantities of any or all items to the any extent for award of order/Purchase Order, as may be necessary, based on Purchaser's judgment/requirement. No correspondence shall be entertained into, neither discussed regarding change in quantity, nor any reason will be assigned thereof.

#### 29. POOL RATES

The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Purchaser. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidder.

30. The Purchaser reserves the right to accept/reject wholly and partly any tender without assigning any reason, whatsoever. No correspondence in this regard shall be entertained by the Purchaser.

# 31. ACCEPTANCE OF TENDER

- i. The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not.
- ii. The Purchaser may split the quantities against the tender on more than one firm for the same item. No reasons shall be assigned by the Purchaser for this and the same will be binding on the bidders.

**NOTE**: The other terms & conditions of the tender as described in Section-III of (General Terms & Conditions of Purchase) and Section-IV: Special terms and condition of purchase shall also be applicable.

Chief General Manager (Proc.) M.P.M.K.V.V. Co. Ltd., Bhopal

# SECTION-II QUALIFYING CRITERION

Sr.	QUALITING CRITERION		
No.	Eligibility Criteria	Supporting Documents Required	
1	General		
i	The Bidder should be a registered proprietary/partnership firm/LLP.	Certificate of Incorporation/related document should be submitted.	
ii	The Bidder should be registered Chartered Accountant Firm in India.	Attested copy of Firm's Registration Certificate of the Bidder issued by the Institute of Chartered Accountant of India,	
iii	The Bidder must have at-least 10 chartered accountant partners, in which at-least 5 partners must be Fellow Members of the Institute of Chartered Accountants India.	Attested copy of Firm Registration Certificate of the Bidder issued by the Institute of Chartered Accountant of India, containing details of partners	
iv	The Bidder must have completed 15 years from the date of registration of Firm, as on issue of tender.	Attested copy of Firm Registration Certificate of the Bidder issued by the Institute of Chartered Accountant of India.	
V	The Bidder should have experience of having served in the area of taxation during last three financial year, to at-least 3 such client which had average annual turnover of 25 crore in past three financial years.	Certificate mentioning criteria by client should be submitted.	
vi	The bidder must demonstrate proven expertise and suitable experience of having represented its clients before the Tribunal (at-least 3 cases)	Necessary document should be submitted by bidder.	
vii	(a) The Bidder should have its Head office in MP along with office at Bhopal, and partner of the firm for this project should sit regularly at its Bhopal office. The partner of the firm for this proposal should have at- least 12 years of experience as practicing chartered accountant.	<ul> <li>(a) Attested copy of Firm's Registration Certificate of the Bidder issued by the Institute of Chartered Accountant of India.</li> <li>(b) Certificate of Practice of lead Partner.</li> </ul>	
viii	The bidder must agree to provide full time services of at-least one Chartered Accountant having minimum post qualification work experience of not less than 5 years in the area of Taxation (ie Income tax, GST) and at-least one qualified assistant (with minimum qualification of M Com/ CA - Inter, and at-least one data entry operator (Graduate with good command over English, reasonable typing speed in both Hindi & English and working experience on Microsoft Office Tools), at the office for disposal of MPMKVVCL for completion of the Assignments as outlined in scope of services at corporate office Bhopal.	The aforementioned criterion is to be provided in Schedule III (C) which must be submitted along with Technical Proposal. The firm shall submit relevant qualification certificate of above deputed team.	
2	Financial		
I	The Bidder should have achieved an Annual Turnover, averaged over the last 3 years, of a minimum of Indian Rupees 5 Crore. For a calculation of average turnover, turnover for the FY 21-22, FY 22-23 and FY 23-24 will be considered	Attested copy of the Audited Financial Statement of F.Y. 21-22, 22-23 & 23-24	

NOTE- No relaxation shall be allowed on above criterion and bid will be out rightly rejected for the bidder who does not meet the above eligibility criteria.

-Sd-Procurement O/o MD (CZ), MPMKVVCL, Bhopal

# SECTION-III SCOPE OF SERVICES

# 1. EXTENT AND SCOPE OF SERVICES (SERVICE LEVELS)

# 1.1. Direct and Indirect taxation Services

The scope of work for Direct and indirect taxation work shall include but shall not be limited to the following:

# 1.1.1. Works to be carried out under the Goods and Service Tax, Income Tax Professional Tax, TDS on GST & Income tax, Labour Cess, and other applicable Direct and Indirect Taxes at Head office level (including CBPU Cell):

- 1. Calling data from the company's field offices, Handling day-to-day tax matters including replying to various tax notices (including notices for pre GST regime) and providing necessary tax support on regular tax matters
- 2. Regulatory compliances viz. statutory returns and documents preparations, compilations and e-filings/filings with the revenue authorities including the following:
  - a) Computation of tax liability on the basis of data obtained from field offices and ensuring their timely payment as per statutory requirements.
  - **b)** Preparation and Review of monthly/ quarterly/ half yearly/ annual tax returns to ensure compliances under the aforementioned Acts, and the various judicial pronouncements.
  - c) Undertake tax representations before Revenue authorities for Tax Assessments of all applicable taxes.
  - **d)** Preparation & compilation of information required for assessment or desired by assessing officer during the assessment proceeding.
  - **e)** Preparation and Procurement of Tax exemption certificates, wherever applicable.
- 3. Management of tax records and reports in Soft and Hard files including documentation.
- **4.** Tax compliances including TDS compliances (if any) and filing of various returns.
- **5.** Tax Audit support services Including compilation/preparation of various details/information/formats for tax audit purposes and providing necessary support to auditors.
- 6. Providing necessary information to Statutory Auditor, CAG Auditors, Cost Auditor, Internal Auditor or Management in relation to tax matters.
- 7. Compilation of data for the purposes of filing the tax returns under the applicable taxes and its filing with the department.
- **8.** Tax reporting on defined frequencies i.e. monthly quarterly, annually or when called for to the company management.
- **9.** Risk Assessment for the company in taxation matters
- **10.** Compilation of Various details for Tax Assessment purposes (Scrutiny, Appellate level,) for applicable taxes
- 11. Tax representations before Assessing officers in connection with tax assessments.
- 12. Discussions with senior counsels for appeal and other important matters
- 13. Coordination with the Internal Accounting department of the company for tax related support and tax account reconciliation
- **14.** Preparation of Tax MIS on a monthly basis

- 15. Advise on various procurement proposals particularly from tax point of view
- 16. Advice on tax related matters on day to day basis or as and when desired.
- 17. Correspondence and representations with the tax authorities and third parties for claims/issues on behalf of the company
- 18. Maintaining proper records of certificates to be issued to Company's vendors
- 19. Procuring relevant forms/ GST certificates (such as E-Way bill, GST TDS certificate etc.) from the Goods and Service Tax department for issue to the company's vendors. Maintaining proper records for their issue and utilization
- **20.** Getting the required changes/ amendments done to the certificates issued under the various indirect tax laws on and as and when required basis
- 21. Intimating the Accounting Units and HO about changes/ amendments taking place in the areas of indirect taxation and their relevance to the company thereof.
- 22. Reconciliation/verification of books of accounts of HO and field offices with the return, MIS or other tax record at the proper time interval and at the time of finalization of yearly accounts and reconciliation of Input tax credit.
- 23. Preparation of various circular/other communications as and when required to be issued for the compliance of the various indirect tax laws.
- 24. Reviewing and evaluating existing and prospective contracts entered into by the company with the third parties from the point of view of indirect taxes and providing advise/ recommendations on the terms and conditions forming part of the contract including advise on items which may be adverse in nature.
- 25. Review, analysis and implementation and compliance of of new as well as prevailing law, circular and notification of various acts issued by Government in MPMKVVCL.
- 26. Other statutory compliances as may required from time to time

# 1.1.2. Works to be carried out under the Goods and Service Tax (GST), Income tax Professional Tax, Labour Cess and other applicable Direct & Indirect Taxes at Accounting Unit level:

There are currently 7 Accounting units of the Company situated respectively at, Bhopal, Narmadapuram, Guna, Gwalior, Morena. As part of the execution assignment, the Company expects the bidder to carry out the following activities at all its Accounting Units through its staff, on and as and when basis:-

- 1. Reviewing the existing system of tax deduction, accounting and other tax compliances and examining the tax records at the Accounting Units's and recommending/ advising measures for improvement of compliance of the various Tax laws.
- 2. Generating MIS of work done at Units's and presenting them to the management for review.
- 3. Advise and consultation on tax related matters.

Any change in the nomenclature of taxes shall be without prejudice to the scope of work as outlined above.

# 1.1.3. Works to be carried out relating to GST Audit, Return Filing Assessment and appeal

- 1.1. Conducting the annual GST Audit of the MPMKVVCL, Bhopal for FY 2024-25, FY 2025- 26 & FY 2026-27 as per the requirement of the GST and furnishing report of audit in requisite Form and in the requisite manner.
- 1.2. Compilation of data for GST audit purposes.

1.3. Representations before Assessing Authority/Appeal Authority in connection with tax assessments/Appeal and preparation of reply and representation of notices of Department..

# 1.1.4 Works to be carried out relating to Income Tax Audit, Return filing Assessment and appeal:

- 1. Income Tax Return Filing and Assessments.
- 2. Tax representations before Assessing officers in connection with tax assessments
- **3.** Preparation & compilation of information required for assessment or desired by assessing officer during the assessment proceeding. Appeal filing reply submission of notice before appellate authority.
- **4.** Compilation of Various details for Tax Assessment purposes (Scrutiny, Appellate level,) for applicable taxes
- 5. Reviewing the existing system of tax deduction, accounting and other tax compliances and examining the tax records at the Accounting Units's and recommending/ advising measures for improvement of compliance of the various Tax laws.
- **6.** Review, analysis and implementation and compliance of of new as well as prevailing law, circular and notification of various acts issued by Government in MPMKVVCL.
- 7. Intimating the Accounting Units and HO about changes/ amendments taking place in the areas of indirect taxation and their relevance to the company thereof & Other Income tax related activity under income tax Act, 1961.
- 1. The Nodal Officer (as mentioned in 1.GCC, Section V) for all purpose i.e. for data collection/communication/Bill submission of Company shall be as follows:-

Nodal Officer	Communication/Bill	E-mail Id/Phone No.
	submission	
MPMKVVC	Chief Financial Officer	Tax.mpcz@gmail.com/
L, Bhopal		6232913055

The Company may at its discretion can increase/decrease the scope of service.

-Sd-

O/o MD (CZ), MPMKVVCL, Bhopal

# SECTION-IV TECHNICAL SPECIFICATION

# **NOT APPLICABLE**

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# SECTION-V GENERAL CONDITIONS OF CONTRACT (GCC)

1.	Company's representative
1.1.	The Company shall appoint an officer/employee designated as the Nodal Officer who
	Shall carry out the functions and obligations of the Company under the Contract.
1.2.	The Company may from time to time appoint any other person as the Nodal Officer in place of
	the
	Person previously so appointed. The Nodal Officer shall represent and act for the Company at all
	times
	During the currency/validity of the Contract.
1.3.	Any decision, Instruction or approval given by the Nodal Officer of the Company to shall be
	bindin
	on the Service Provider.
2.	Service Providers Representative
2.1	The bidder must agree to provide full time services of at-least one Chartered Accountant
	having minimum post qualification work experience of not less than 5 years in the area of
	Taxation i.e, GST, Income tax etc. and at-least one qualified assistant (with minimum
	qualification of M Com/ CA-Inter and at-least one data entry operator (Graduate with
	good command over English, reasonable typing speed in both Hindi & English and working
	experience on Microsoft Office Tools), at the office for disposal of MPMKVVCL for
	completion of the Assignments as outlined in scope of services at corporate office Bhopal.
	Personnel can be changed on acceptance by MPMKVVCL as per request of bidder during
	implementation of the contract ensuring the specified criteria.
3.	
3.1.	The Service Provider shall ensure that it performs the duties efficiently by exercising Reviews
	and by appointing sufficient supervisory staff as felt necessary by the Company. In case it is
	found that any damage has occurred due to negligence, ignorance of the Service Provider, all
	the losses so occurred to the Company shall be recovered from the amounts payable to the
	Service Provider and its Security Deposit.
4.	Notices and Instructions
4.1.	The Service Provider shall furnish the complete address of its permanent office and Local
	office along with telephonic numbers, fax numbers, emails, etc. to the Company. Any notice or
	Instructions to be given to Service Provider under the terms of the Contract shall be deemed to
	have been served on him if it has been sent at local office or to the address of the Service
	Provider last notified by them or delivered to authorized signatory. Any change in address for
	communication shall be mandatorily communicated by the Service Provider to the Nodal
	Officer of the Company.
5.	Rate Adjustment
5.1.	It may please be noted that Financial Bid shall be provided for the 1st Year of Service only, for
	next two years of services, for successful bidder rates will be increased 5% over the previous
5.2	year rate.
	Statutory variation after the bid submission and during the contract period, if any, on Goods and
	Service Tax (GST) shall be payable extra and vice versa, subject to furnishing documentary
	evidence and necessary verification.
6	Assignment and Subletting
6.	
6.1.	The Service Provider shall not, without the written consent of the Company, assign or Sub-
	let the Contract or any part thereof, provided that any such consent shall not relieve the
	Service Provider from any obligation, duty or responsibility under the Contract. Any non-
	compliance in this shall lead to termination of the Contract.
7.	Force Majeure

- 7.1. Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.
- 7.2. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, orany act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo; or any event or circumstance of a nature analogous to any of the above.
- 7.3. A notification to this effect duly certified by statutory authorities shall be provided by the Service provider to the Company.
- 10.1 Suspension or Termination without Default of the Service Provider.

### Settlement of Disputes

- 8.1 If any dispute or difference of any kind whatsoever arises between the Company and The Service Provider in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. After seven (7) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
- 8.2 In the event of any dispute arising between the parties, resolution shall be done in following manner: -
- 8.2.1 First Stage- Chief Financial Officer of the Company shall be the dispute resolution authority.
- 8.2.2 Second Stage- If dispute is not resolved in First Stage, then MD of the Company shall be disputing resolution authority at Second stage.
- 8.3 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Work Order. If the matter is not resolved by negotiation the parties will refer the dispute for settlement through the process of arbitration as per the provision of the India Arbitration Act 1996. The decision of the arbitration shall be final and binding on both parties. The seat and place of arbitration shall be Bhopal.
- 8.4 Notwithstanding any disputes with reference to the Contract pending for arbitration, the Contractor shall continue to perform his obligations in accordance with the Company's decision or Instruction, and Company shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Contractor.

# 9. Blacklisting

9.1. In case(s) of severe default(s) by the Bidder/ Service Provider, the process of Black listing or debarring of Bidder/ Service Provider and recoveries (if any) thereof may be undertaken by the Company if deemed necessary.

### 10. Default(s) by the Service Provider and Termination of Contract

10.1.1 The Company may at its sole discretion suspend or terminate the Work Order at any time by so notifying the Service Provider and with/ without giving the reasons for such suspension or

11. Patent Indemnity
11.1 The Bidder shall indemnify and hold harmless the Company, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Company may suffer as a result of any infringement or alleged infringement of any
patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract. In the event of any claim being made or action being brought against the Company or its representative or its employees in respect of any such matters as aforesaid, the Bidder shall immediately be notified thereof.

# 12. Prices And Statutory Levies

The prices shall be FIRM as the case may be: -

- (i) Wherever asked for FIRM, the prices should be quoted exclusive of GST. Any kind of taxes other than GST shall not be paid extra. However, the breakup of GST must be indicated separately in the Schedule of Commercial Information.
  - (a) CGST
  - (b) SGST
  - (c) IGST
- (ii) In case of exemption from GST, documentary evidence shall be furnished with the offer.
- (iii) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, indicating all elements clearly. In absence of this, the offer shall be liable for rejection.
- (iv) No revision on any account shall be allowed during execution of the order.
- (v) The price should be quoted after taking into account the Input Tax rebate credit benefit.
- (vi) In case any new tax is made applicable after submission of bids by the bidders, additional payment on account of such new taxes may be considered by the company. However, decision of the company would be final in this regard.
- (vii) In case of non-registration with GST, offer will be rejected.
- (viii) GST is payable for the contractual delivery period only at the prevailing rates wherever applicable.
- (ix) M. P. Madhya Kshetra Vidyut Vitaran Company Limited, Bhopal is a registered dealer under GST Act. The GST Registration Nos. of MPMKVVCL- 23AADCM6799G2Z4.

#### 13. Insurance

13.1. The bidder will be responsible for taking out any appropriate insurance coverage, as may be required for successful completion of the work/ supply, at their own cost.

# 14. Penalty for breach of contract

14.1. Breach of any Terms & Conditions which are included in the any section of the tender Documents, or various schedules, annexure, enclosures, appendix etc. Which are referred in these sections, shall be deemed as breach of this Contract. In case of breach of this contract by the bidder / vendor, the Company shall be entitled to forfeit the available security deposit and to realize & retain the same as damages and compensation for the said breach. This will be without prejudice to the right of the Company to recover any further sums as damages, from any sums which are due or which may become due to the contractor by the company; or otherwise howsoever.

### 15. Compliance of regulations

15.1. The Bidder shall comply all applicable rules, Regulation including Industrial (Development and Regulation) Act 1951 and any amendment there under, labor agreement, working conditions and technical codes and requirements, as applicable from time to time. The Bidder should execute and deliver such documents, as may be needed, by the Company in evidence of compliance. All laws, Rules and Regulation are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchasers shall not be responsible in any manner whatsoever.

16. Cance	ellation of order
16.1.	(i) The Company may, upon written notice of default, terminate contract in the circumstances detailed hereunder: -
a)	If in the opinion of the Company, the Bidder fails to provide services within the time specified or during the period for which extension has been granted by the Company.
b)	If in the opinion of the Company, the Bidder fails to comply with any of the other provisions of this contract or services is found to be not satisfactory.
(ii) a)	In the event of such termination, the Company shall exercise the discretionary powers as: - To recover from the Bidder, penalty as mentioned in the clause No. 15 above.  AND / OR
b)	To take service from elsewhere, on account and at the risk of the Bidder Similar nature, after giving due notices to the Bidder.
	AND / OR
c) (iii)	To cancel the contract reserving Company's rights to recover damages. Powers under sub-clause (ii) referred to above, are in addition to the rights and remedies available to the Company under the law of India relating to contract.
17.	Recoveries For Liabilities Against Other Contracts
17.1.	All amounts recoverable from the successful bidder against earlier contracts / orders including contracts / orders placed on sister concern by the MPMKVVCL, Bhopal will be adjusted / recovered from any type of payment due, including security deposit, against the contract(s) / order(s) including those placed on sister concern firms by the MPMKVVCL, Bhopal against other tender specification for the same or the other items.
18.	Arbitration
18.1.	If, at any time, any question, dispute or difference, whatsoever shall arise between the purchaser and the supplier, upon, or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the adjudication of two Arbitrators, one to be nominated by the purchaser and the other to be nominated by the supplier. In the case of said Arbitrators not agreeing, the matter shall be referred to the adjudication of an Umpire, to be appointed by the Arbitrators, whose, decision shall be final and binding on the parties. The arbitration shall be conducted as per provision of The Madhya Pradesh Madhyastha Adhikaran Adhiniyam 1983, as amended from time to time, and of the rules made there under. The Arbitrators or the Umpire as the case may be, are Bound to give a detailed speaking award assigning reasons for the findings. Supplies under the contract shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Umpire, as the case may be, is issued.

Sd-O/o MD (CZ), MPMKVVCL, Bhopal

# SECTION-VI SPECIAL TERMS & CONDITIONS OF PURCHASE

### 1. Mandatory obligations on the Service Provider

2. The Service Provider shall have to ensure fulfillment of the eligibility criteria as Mentioned in Section-II: Qualifying Criteria of the Bid document.

# 2. Quoting of Rates/Price

- 2.1 While quoting the rates the Service Provider should include all the charges Along with all the expenses incurred including taxes and duties in obligation.
- 2.2 The rates shall be per year for 1 st year of service. The Service Provider shall quote its rates/prices as per the Schedule-I, Price & quantity with all the fields duly filled. Any field left blank or not filled as per the Instructions given in Price Schedule may lead to rejection of such Bid(s).

# 3. Submission of Bills and Terms of Payment

- 3.1. The total accepted fee for each deliverable shall be paid in the following Manner:-
- 80% of the per year accepted fees shall be released every month on pro-rata basis, for a period of 36 months, subject to satisfactory progress of the work.
- 15% of the per year accepted fees shall be released after filing of GST annual report/ certification & GST & Income tax Annual Return for three financial year starting from 2024-25.
- Balance 5% of the per year accepted fees shall be released after completion of 2 year after the relevant F.Y.
- In case of further extension of the contract after initial period of three years for regular works, payment shall be made in line with above Para's applicable to regular work, on fulfillment of requirements related to filing of GST Audit report for each year of contract and after completion of 2 year after the relevant F.Y.
- 3.3 For payment, bill should be submitted to Nodal Officer every month in accordance with above schedule.
- 3.4 In case of delay in return filing penalty of 0.25% of price quoted per week or part there off will be imposed and in case of Non support / Non-response penalty of 0.25% of price quoted per instance will be applicable.

# 4. Security Deposit

4.1. The Service Provider shall deposit an amount of ten percent (10%) of the value of 1 st ye arof service as Security Deposit. In this regard, the Service Provider shall deposit the balance amount of the Security Deposit adjusted to the initial Security Deposit with reference to this -In case the Bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the Bid validity period. The EMD of successful Bidder shall become part of the initial Security Deposit. No interest shall be payable on such deposits lying with the Company.

In this regard, the Bidder shall enclose the balance amount of the Security Deposit in the form of Demand Draft drawn in favour of -Sr. Accounts Officer, HOAU MPMKVVCL, payable at Bhopal only.

- 4.2 Failure by the successful Bidder to furnish the prescribed Security Deposit or to execute the Contract Agreement within the period specified in Bid document after the Bid has been accepted or notice to start the work within such time as is determined by the Nodal Officer after notification of the acceptance of the Bid shall entail action as deemed appropriate by the Company shall be initiated (including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of Bidder, etc.)
- 4.3 The Security Deposit shall only be released by Nodal officer appointed after thirty (30) days subject to an undertaking by the Service Provider stating successful completion of Contract.
- 4.4 If the successful Bidder fails to execute the Contract as per the activities defined in Section-III (Scope of Services), then the Security Deposit may be forfeited depending on the extent of default as assessed by the Nodal Officer, unless time extension has been granted by the Nodal Officer.

# 5. Confidentiality of data or information

- 5.1 It is a condition of this Bid that the information provided herein is for the Purpose of enabling prospective Bidders to submit Bids to the Company. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a Bid in accordance with the terms of the conditions.
- 5.2 Information relating to examination, clarification, evaluation and comparison of Bids and recommendations for Award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the processing of Bids or award decision may result in the rejection of Bidder's Bid.
- 5.3 Successful Bidder shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person. If found that the Service Provider has shared the confidential information of the Company to any other person(s) during the Service or any time after the completion of Service, the Company shall claim the amount towards any damage with reference to the *Clause no. 11* of Section- V (General Conditions of Contract).

#### 6. Extension of Contract

6.1. The contract may further be extended for further 2 years on the same terms and conditions. Rates will be increased 5% over the previous year rate.

### 7. **Conflicting interest**

- 7.1. Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. Purchaser considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to:-
- i. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or.
- ii. Have a relationship with each other, directly or through common Third parties that puts them in a position to have access to information about or influence on the bid of another bidder.
- iii. The bidders shall be requested to furnish following documents in this regard:-
- a) Copy to latest Income Tax return/Permanent Account Numbers (PAN) of all the partners/Directors (in case of company) along with names, addresses and telephone Nos. / Mobile Nos. of each Partner/Director.
- b) Latest partnership/ownership deed of the firm quoting the tender.
- c) Copy of list of directors (in case of a company) with names, addresses and telephone Nos./Mobile Nos. of each director.
- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.

The bidder must submit the undertaking as per Schedule-IX. In case of hiding of the facts or submitting wrong declaration the appropriate action shall be taken Against the bidder.

	Snap bidding
(a)	The Employer reserves the rights to opt for Snap bidding. Snap bids could be invited from all the techno-commercial qualified bidders who were found qualified during techno-commercial evaluation. The terms and conditions for the Snap bidding may require the bidders to furnish their complete revised financial bid, or in case of large and complex contracts, to furnish only their modifications to the bids submitted earlier. In case the bidders are required to furnish the complete revised financial bids, the earlier financial bids submitted by the bidders shall be null and void, once the Snap bids are invited.
(b)	In case the bidders are required to furnish only the modifications to their earlier bids, the earlier bid as modified to the extent of the modifications submitted in the Snap bid would be valid for consideration for the specified validity period. Employer at its option may ask for renewal of EMD/BID SECURITY. However, if a bidder does not respond in the Snap bidding, the earlier bid submitted by the bidder shall be considered null and void.
(c)	The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. However, where the terms of Snap bidding as communicated to bidders specify that the prices given in earlier bid shall not be increased and in spite of this, any bidder increases the price in the Snap bidding, such a Snap bid shall be treated as non-responsive and such bidder shall not be considered for award.
(d)	In order to avoid difficulty during the process of evaluation of Snap bids, the ambiguities encountered, if any in the original bids received and /or in bidding documents, etc. should be clarified to the bidders while seeking the Snap bids BIDDERS ARE ALSO ADVISED TO FURNISH FOLLOWING DOCUMENTS
(i) (ii)	Latest partnership / ownership deed of the firm quoting the tender.  Power of Authority to sign the tender documents and all correspondence before and after
Note: -	placement of order.  Bidders are advised to furnish documentary evidence to the effect that they fulfill all the requirements indicated above.
9.	Evaluation of Technical and Financial Bid
9.1 a)	Evaluation of Technical Bid  Preliminary Scrutiny: Preliminary scrutiny of the technical bid will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima
b)	facie rejected. <b>Fulfillment of Minimum Eligibility Criterion:</b> The bids will be examined to ascertain whether they fulfill the minimum eligibility criterion as prescribed. The bids of those applicants who do not fulfill minimum eligibility criterion shall not be taken into further consideration/ detailed evaluation.
<b>c</b> )	<b>Substantial Responsiveness:</b> Prior to the detailed evaluation, MPMKVVCL will determine the substantial responsiveness of each of the bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations MPMKVVCL will not allow any corrections in case of nonconformities.
	Waivers: MPMKVVCL shall waive minor infirmity; nonconformity or irregularity in a bid,
<b>d</b> )	which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Applicant of each bid to the bidding documents.

# 9.2 Evaluation of Financial bids

- a) The Financial Bids of the technically qualified Applicants will be opened.
- **b**) Fixed Price Bids: Only fixed price financial bids indicating total price for the deliverables will be considered.
- c) Arithmetical errors will be rectified as follows: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. However, if the amount quoted in words is not legible or not clear in meaning, the MPMKVVCL may consider the amount quoted in figures as final. Such offers may also be rejected.
- **d**) The bidder firm, whose financial proposal will be the lowest, shall be awarded the tender.
- e) In case of tie in lowest rate the bidder firm, whose score will be the highest in below criteria, shall be awarded the tender.

Evaluation criteria in case	Criteria	Score
of tie in the lowest rates		
No. of Completed years of	15 years to 20 Years	20 Points
experience by the firm	More than 20 Years to 25 years	30 Points
		40 Points
	More than 25 Years	
Average Turnover achieved in	Turnover of Rs. 5 Crore to 7.5	20 Points
last Three financial years FY	Crore	
21-22, FY 22-23 and FY 23-24	More than Rs. 7.5 Crore to Rs.	30 Points
will be considered	10 Crore.	
	More than 10 Crore	40 Points
Documentary Proof of bidders	Up to 3 cases-	20 Points
having successfully concluded		
cases on behalf of their clients	More than 3 to 5 cases	30 Points
before Tribunal or senior		
appellate authority (Taxation	More than 5 Cases	40 Points
cases)		
Total Score		

Sd-O/o MD (CZ), MPMKVVCL, Bhopal

# SCHEDULE-I: PRICE AND QUANTITY

# TO BE FILED ONLINE IN ENVELOPE- C

WE QUOTED OUR LOWEST RATES AGAINST TENDER SPECIFICATIONS AS UNDER: -

				C	GST	SC	GST		Total Fees
Sr. No.	Particulars	Unit	Fees per Year (In Rs. /Year)	Rate (In %)	Amount (In Rs. /Year)	Rate (In %)	Amount (In Rs. /Year)	Total Tax (In Rs. /Year)	inclusive of Taxes(InRs.
0	1	2	3	4	5	6	7	8=(5+7)	9=3+8
A	Execution of Taxation Activities for 3 years	for 1 <sup>st</sup>							

#### **NOTE**

- 1 GST Registration Number of Bidder ....., (Enclose copy of Registration Certificate)
- 2 GST Registration Number of MPMKVVCL 23AADCM6799G2Z4,
- 3 The Bidder shall fill rate either of CGST, SGST or IGST as applicable.
- 4 The rate must be quoted for 1<sup>st</sup> year of service only, for next two years of services, the successful bidder rates will be increased 5% over the previous year rate.
- 5 The prices are to be filled strictly in this format only.
- 6 Responsibility of Lack of clarity leading to confusion will rest with bidders.
- 7 Rates in various tapering steps shall not be considered.
- 8 All prices should be in INR and shall be specified in both figures and words.
- 9 Statutory variation after the Bid submission and during the contract period, if any, on government taxes shall be payable extra, subject to furnishing documentary evidence and necessary verification.
- 10 The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and if EMD is already exempted, amount equivalent to the EMD required in the tender will have to be deposited to MPMKVVCL Bhopal otherwise such firm shall be kept disqualified for TWO (2) future tenders of MPMKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
- 11 It is certified that relevant portion of input tax credit has been accounted for while quoting the above prices.

	Signature of Bidder with Seal of Firm:
Place-	Name (in full):
Date-	<b>Designation:</b>

# <u>SCHEDULE – II</u> (Undertaking)

# The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth Rs.500/- duly notarized

		proj l Office/Head Of					of M/s	
	That, M/s have participated against TS No due for opening on For supply of							
2. 3.	<ul> <li>(a) Address of factory/works</li></ul>							
	<ul> <li>(e) E-mail address of the firm -</li> <li>(f) Mobile No</li> <li>(g) Name &amp; Branch address of bidder banker -</li> <li>(h) Bank Account of the firm -</li> <li>(i) IFSC Code of the branch for RTGS -</li> </ul>							
4.		tails of owner / p Name of Owner / Partners / Directors	Address	etors (in case of of Owner / Directors	of Company) of Mobile Nun Owner/Partners	nbers of	rm is as under:- PAN Number of Owner / Partner Directors	of
5.		undertake that s applicable).	we have par	ticipated in th	he tender as _		(New / Reg	ular bidder,
6.	That as aga quantity)	inst tendered qu	antity the bid	ding firm hav	e submitted the	eir bid for	Nos. (indic	cated quoted
7.	That I/We confirm that there is no deviation with the commercial terms & conditions and technical requirement of the Tender Specification.							
8.	3. That the bidding firm M/s have supplied following items to the different SEBs/ DISCOMs/Power Utilities or through their Turnkey Contractors in any state of country in past 60 months from the date of opening of tender:-							
	SN	Period of supply	Name of item	Name and address of purchaser	PO No. and date	Qty. under order	Qty. supplied	
	1	2	3	4	5	6	7	
	-						,	

(No. of rows may be inserted as require)

- 9. That, the information given by us as above is true and correct and the same has been extracted from the relevant POs/Invoice/MRCs/Receipted Delivery Challan maintained by the firm.
- 10. That the MPMKVVCL will have full right to cancel the order, if awarded and forfeit the EMD / Performance SD as applicable in event if finds that the information given at Sl. No. 8 is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.

11. Regarding Black-listing / Debarrin	11.	Regarding	Black-listing	/ Debarring
--	-----	-----------	---------------	-------------

**DATE** 

I/We hereby undertake and submit a declaration that the bidding firm/company is not debarred/ black listed for future business with any of the Discoms of M.P.

In case, at any stage it the above declaration is found false or incorrect the Purchaser shall be free to take any punitive/legal action against the bidding firm as may be deemed fit which shall be acceptable/binding on the bidding firm and the consequences shall be to their account.

I/We	Sole Proprietor / Partner / Director/authorized signatory of
M/s	Sole Proprietor / Partner / Director/authorized signatory of undertake that the bidding firm do not have conflict of interest with any other
parties in this bidding proces	s as per provision of Clause-2, Section-II of the tender.
13. Regarding serving or en	mployee(s) of the Discoms of M.P.:-
We confirm that no Serv	ring Officer(s) or employee(s) of the MP Discom is/are Proprietor/Partner(s)/Director(s)
	ng controlling shares or has controlling interest in the firm. It is also confirmed that no
	r(s) of the firm/company has any close relationship (spouse, son, daughter, father, serving Officer(s) or Employee(s) of the <b>MP</b> Discom.
	CL., Bhopal will have full right to cancel the Purchase Order, if awarded and forfeit the mance Guarantee as applicable in the event of the above condition/situation is observed,
	opening of Price Bid/award of Purchase Order
44.5	
14. Regarding Information	
	, the Sole proprietor / partner / Director authorized signatory of, participating in the bidding process against tender
M/s	, participating in the bidding process against tender undertake that I am not interested as a proprietor and/or partner/Director in
	n the tender for procurement of, and specifically undertake
that the bidding firm/Compar	· · · · · · · · · · · · · · · · · · ·
	all not follow unethical/unfair/fraudulent practice in any manner.
	of interest with any bidder/firm participating in the tender.
	any material information.
	misleading fact or statement in the offer/bid submitted against the tender.
(v) Has not been debarre	ed/blacklisted for future business with Purchaser/other Discom of MP.
Further, the MPMKVCO	CL, Bhopal will have full right to cancel the order, if awarded and forfeit the EMD/Bid
Security & Performance Sec	curity Deposit as applicable in the event of the above condition/situation is observed,
even at a later date i.e. after of	opening of Price Bid / award of order.
The undertaking should be give	en by the proprietor / Partner/ Director/ Authorized signatory of the Company.
E:	SIGNATURE OF TENDERER
<b>□.</b>	NAME IN FULL
	DESIGNATION/ STATUS IN THE FIRM

**COMPANY SEAL** 

# SCHEDULE – III SCHEDULE OF FINANCIAL INFORMATION

# ON THE LETTER HEAD OF THE CHARTED ACCOUNTANT FIRM CERTIFICATE TO WHOM SO EVER IT MAY CONCERN

This is	s to certify that "M/s	" PAN:	GSTIN
	having its registered	/ Head office at of MPMKVVCL, Bhopal.	(hereinafter referred to as Firm)
	rms of Clause of the Te	ender Conditions the Financial Particulars are in Rs.)	s of the Entity participating in the above
a)	Since the NIT of the Tender has Year is 2023-24	issued on in January, 2025 and hence for	the Financial Criteria the last Financia
b)	Total ANNUAL TURNOVER of	the Entity for the last five financial years	is Rs:
c)	Annual turnover of the entity for t	the last financial year is Rs	
d)		city as per the Balance Sheet for the last fi	•
e)	The firm fulfill the financial criter	ia as required of the tender.	
f)	The above said information is true extracted from the Books of Accordance	e and correct to the best of my knowledge ounts maintained by the entity.	e and belief and the Information has been
	I am aware that the Company ( Capability of the Company	(MPMKVVCL, Bhopal) is relaying this ny.	certificate as a valid proof of Financia
	For, Chartered Accountant Firm, FRN No		
	CA(Designation)		
	M. No UDIN No.		

Date :	
Place:	Signature and Seal of CA

# Note:

- (i) The document should be signed by the proprietor / Partner/ Director/ Authorized signatory of the Company.
- (ii) The information given at (b), (c) & (d) above must appear in the website of the Institute of Chartered Account against the UDIN Number as given above.

# **SCHEDULE - IV: TECHNICAL INFORMATION**

# (TO BE KEPT IN THE ENVELOPE B, "COMMERCIAL / TECHNICAL BID")

# Number & Category of Personnel to be deployed on the Works if undertaken: (As required under clause (vii) Section II of Qualifying Criterion)

Provide your consent for deploying the services of the minimum required staff as mentioned in section  $-\operatorname{II}$ 

S. No	Category of people	Agreed / Not Agreed
1	<b>Chartered Accountant – 1 No.</b> (Having minimum 5 years post qualification work experience in the area of Taxation i.e. Income tax, GST)	
2	Assistant- 1 Nos. (Must be at-least M Com/ CA inter)	
3	<b>Data Entry Operator – 1 Nos.</b> (Graduate with good command over English having reasonable typing speed in both Hindi & English and working experience in handling Microsoft Office Tools)	

Place- Signature of Bidder with Seal of Firm:

Date- Name (in full):

Designation:

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# SCHEDULE - V

# PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-judicial stamp paper worth Rs.0.25% of the BG amount subject to maximum Rs.25000/- and one ruped revenue stamp may be affixed on Bank Guarantee).
Bank Guarantee No dt
In consideration of the MP Madhya KshetraVidyutVitaran Co. Ltd., Bhopal having agreed to accept this Bank Guarantee
in lieu of cash deposit by way of security for due and faithful performance required from
M/s herewith after referred to as contractors the bank of
48 hours on demand in writings from the MP Madhya KshetraVidyutVitaran Co. Ltd., Bhopal on any Officer authorized by it in
this behalf of any amount upto and not exceeding Rs(in words) Rs to the said MP Madhya KshetraVidyutVitaran Co
Ltd., Bhopal on behalf of the aforesaid M/s
of materials, equipments or services to the said MP Madhya KshetraVidyutVitaran Co. Ltd., Bhopal against order No
dt. for the order value of Rs.
This agreement shall be valid and binding on this bank upto and including
or for such further period as may hereunder be mutually fixed from time to
time in writing by the MP Madhya KshetraVidyutVitaran Co. Ltd., Bhopal and the contractors and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons whatsoever and
the banker's liability hereunder shall not be impaired or discharges by any extensions of time or variations or alternation made.
given conceded or agreed to with or without the bank's knowledge or consent by or between the MP Madhya
KshetraVidyutVitaran Co. Ltd., Bhopal and the contractors in the existing and / or further tenders and /or contracts.
It is agreed to by the Bank with the Company that if for any reason a dispute arises concerning the Bank's liability to pay
the requisite amount to the Company under the terms of this guarantee the competent Court at Bhopal alone shall have the
jurisdiction to determine said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this
guarantee being unequivocal and unconditional as mentioned above.
The liability under this guarantee is restricted to Rs (in words)
unless a demand to enforce a claim is made under this bank guarantee by the Company to the bank
within six months from that date i.e the rights of the MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal

Signed		
		For
WITNESSES:		(Bank)
1	 (Signature)	
	 (Name) (Address)	

(Name)

(Address)

(Signature)

2. .....

.....

.....

under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability there under:-

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# SCHEDULE – VI-CHECK LIST

Sr	Check List Item	Options	Answer
No			
Par			
1	Whether -Earnest Money Deposit of specified amount is kept in a sealed envelope-A & the same is uploaded online.	Yes / No	
2	Whether duly signed -Tender Form {Volume-I (C)} along with the complete tender document is attached with the bid	Yes / No	
3	Whether all sections, schedules & annexures (except Price bid) duly filled & signed with supporting document are enclosed	Yes / No	
4	Price bid is duly filled in and digitally signed by the signatory authority & uploaded online only in envelope-C	Yes / No	
5	The Check List submitted physically in envelope-B uploaded online in envelope-B	Yes / No	
6	Indicate e-mail ID of firm		
7	Mobile No. & Name of contact Person		
8	Name of partner of firm for this project		
Pa	rt-B		
1.	Whether the applicant is a registered firm of Chartered Accountants, having minimum ten Chartered accountant partners.	Yes / No	
2.	Whether the applicant firm has at-least five Partners who are fellow members of the Institute of Chartered Accountants.	Yes / No	
3.	Whether applicant fulfils minimum experience criterion	Yes / No	
4.	Whether the firms have experience of having served in the area of taxation during last three financial year, to at-least three such client which had average annual turnover of 25 crore in past three financial years.	Yes / No	
5.	Whether applicant firm has submitted documentary evidence for supporting it's claim of representing clients before the Tribunal (Taxation) or senior appellate authority.	Yes/ No	
6.	Whether applicant fulfills minimum Turnover Criterion	Yes / No	
7.	Whether the applicant firm has office at Bhopal	Yes / No	
8.	Whether the partner of the firm for this project have at least 12 years of experience as practicing chartered accountant.	Yes / No	
9.	Whether partner of the firm for this project sits regularly at Bhopal	Yes / No	

Sr. No.	Check List Item	Options	Answer
10.	Whether firm has agreed for deploying services of at-least one CA having minimum 5 years post qualification work experience in the area of taxation, on full time basis for the assignment.	Yes / No	
11.	Whether firm has agreed for deploying services of at-least one M Com/ CA Inter qualified assistants	Yes / No	
12.	Whether firm has agreed for deploying services of at-least one data entry operator who is a Graduate having good command over English with reasonable tying speed and hands on working experience in handling Microsoft Office Tools	Yes/ No	

Signature of Bidder with Seal of Firm: Name (in full): Designation: Place-

Date-

\*\*\*\*\*\*\*

# **Proforma of Covering Letter**

# (To be included in Envelope No. 1)

(To be furnished on official letter-head of the Bidder)

To

The

O/O MD, MPMKVVCL, Nishtha Prisar,

GovindpuraBhopal

# Sub: - Outsourcing of Taxation Activities for 3 years.

Sir,

In response to your TS dated ----- issued by MPMKVVL, Bhopal we offer Bid to participate in the Bidding process for selection of the Service Provider for consultation of of Taxation Activities of MPMKVVCL, Bhopal and related Services.

In the capacity of the Bidder for the Services, we declare that we are interested in the Services, should the Company select us for this purpose.

We are submitting this Bid on our own. If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience as specified in the Bid documents. We understand that the basis for our qualification will be our Bid, and that any circumstance affecting our continued eligibility under the Bid documents, or any circumstance which would lead or have led to our disqualification under the Bid document, shall result in our disqualification under this process.

We understand that you are not bound to accept any or all our Bid you receive.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Bidders for this Services, in connection with the preparation and/or submission of our Bid for the Services, or preparation of the Bid documents.

We declare that we are not facing any enquiry or investigation under Prevention of Corruption Act in India or similar acts in any other country.

We undertake that, in competing for (and, if we are selected, in executing) the Works, we will strictly observe the laws against fraud and corruption in force in India namely — Prevention of Corruption Act 1988.

We submit herewith, authenticated copies of the firm's Partnership Deed (as applicable). We declare that we have disclosed all material information, facts and circumstances to the Company, which would be relevant to and have a bearing on the evaluation of our Bid and selection.

All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us. It is certified that apart from the above, there are no other deviations and/or deficiencies in its response to the TS. No cognizance be taken of any deviations and/or deficiencies Found elsewhere in the Bid documents.

It is certified that we and our subsidiaries (if any) shall provide information on any history of litigation or arbitration of value resulted from contracts executed in the last three years or currently under execution, if any. We acknowledge and understand that in the event that the Company discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us and our Bid from further participation in the process. Yours faithfully, (Seal and Signature of the Bidder) Date: Name and Designation of the Authorized Signatory: Address and Contact:

# Additional details: -

Sr. No.	Particulars	Details	Documentary proof Attached? (Yes/No)
1	Name of Bidder		
	Office Address of Bidder:		
2	Name of contact person: Telephone/Mobile No.:		
	Fax No.: Email:		
	Details of EMD: Demand Draft / Cheque No.:		
3	Amount: Date: Issuing Bank:		
4	Registration Number of the Bidder (Self attested copies of the registration certificate must be enclosed)		
5	Date of establishment of Firm or Company (Self attested copies of the registration certificate must be enclosed)		
6	PAN Number (Self attested copies to be enclosed)		
7	GST Registration Code Number (Self attested copies to be enclosed)		

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