

**M.P. POORV KSHETRA VIDYUT VITARAN CO. LTD.
JABALPUR**



TENDER SPECIFICATION NO. DISCOM/EZ/PUR/1321/
e-tender No.-2023_PKVVC_257671_1

DUE FOR OPENING ON: - 24.03.2023

For

***Outsourcing for e-filing of TDS and other TDS related
works of employees of MPPKVCL to CA firm***

THE CHIEF GENERAL MANAGER (S & P)

M. P. Poorv Kshetra Vidyut Vitaran Co. Ltd,
Block No.8th, 3RD Floor Shakti Bhawan,
Jabalpur (MP) 482008

Phone No.: 0761-2666040, 2702473, 2702442, 2702411.

Email: - cepurez@yahoo.in

**TENDER SPECIFICATION NO. DISCOM/EZ/PUR/1321
(E-Tender No-2023_PKVVC_257671_1)**

DUE FOR OPENING ON 24.03.2023 FROM 14:00 HRS.

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M.P. Poorv Kshetra Vidyut Vitaran Co. Ltd.

Regd. Office – Block No. 7, 4th Floor, Shakti Bhawan, Rampur, Jabalpur-482 008 (M.P.)

CIN : U40109MP2002SGC015120 Tel- 0761-2666040, Extn. 270-2473/2442

Website : www.mpez.co.in, email: cepurez@yahoo.in

No. CGM(S&P)/EZ/GM-II/3110

Jabalpur, dtd:06.03.2023

Notice Inviting Tender

Online tenders are invited for **outsourcing of e-filing of TDS and other TDS related works of employees of MPPKVVCL to Chartered Accountant/ Cost Accountant firm** as per scope of work detailed in the tender specifications. The Bids will be received online on the portal <https://mptenders.gov.in> up to date & time as per key dates. The tender will be opened in the office of undersigned as mentioned in tender time schedule (key dates) in presence of bidders duly authorized representative who may like to be present at the time of opening of tender: -

Sl. No	TS No. (For e-Tendering) Discom-EZ/Pur	NAME OF ITEMS	APPROX . VALUE (Rs. in Lakhs)	TENDER FEE (in Rs)	Due date & time of opening of tender online.
1	TS-1321 (e-Tender No. 2023_PKVVC_257671_1)	Outsourcing of e-filing of TDS and other TDS related works of employees of MPPKVVCL to Chartered Accountant/ Cost Accountant firm	2.5	590	24.03.2023

* For updated / extended due dates for opening of tender (EMD in Cover-1 & Techno-commercial bid in Cover-2) 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 <https://mptenders.gov.in>.
- (2) Tender Documents can be downloaded from main portal <https://mptenders.gov.in> 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 Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/NSIC/Directorate of Handicraft and Handlooms / 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.
- (4) The bid data should be filled in and the bid seals of all the envelopes 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 Cover-1 without which online offer i.e., Cover-2 & 3 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 <https://mptenders.gov.in> & also Company's website www.mpez.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 {Cover-1 (EMD) & Cover-2 (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 <https://mptenders.gov.in>. The interested bidders are advised to regularly visit the portal for the purpose.
- (14) Only online bids will be considered as valid.

Sd/-
Chief General Manager (S & P)
Corporate Office
MPPKVCL, Jabalpur

SAVE ELECTRICITY

KEY DATES & BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Outsourcing for e-filing of TDS and other TDS related works of employees of MPPKVCL to CA firm
Tender Specification Number	DISCOM/EZ/PUR/1321(e-Tender No. 2023_PKVVC_257671_1)

Key Dates:-

Sr. No.	Tender Stage	Particulars	Date & Time
1.	Publishing of tender date	Tender Purchase-online	06.03.2023, 17:00 Hrs
2.	Document download start date		06.03.2023, 17:15 Hrs
3.	Seek clarification Start Date		--
4.	Seek clarification End Date		--
5.	Pre-Bid Meeting		--
6.	Bid Submission Start Date		07.03.2023, 17:00 Hrs
7.	Bid Submission End Date		21.03.2023, 14:00 Hrs
8.	Bid Opening Date		24.03.2023, 14:00 Hrs
9.	Financial Bid(Cover-3) Open Date	Cover-3 (Price Bid)	Will be informed later

BASIC TENDER INFORMATION :-

(1) Bidders shall submit tender only online in following three parts. No physical submission of document/bid is required.

- i. **Part-I (Cover- 1)** – The bidders shall require to deposit EMD online as specified in clause -5 Annex-I of the tender specification and to upload a scan copy of the same in Cover(1). In case of exemption from payment of EMD as allowed in Clause-5 (b) Annex-I of the tender, bidders shall upload a scan copy of the duly notarized documents as required in above clause.
- ii. **Part-2 (Cover –2)** - the bidders shall require to upload following documents digitally signed in Cover-(2) which shall form Commercial and Technical bid.
 - a. **Schedule-II**- Duly notarized undertaking.
 - b. **Schedule-III**– CA Certificate against Financial requirement of the tender
 - c. Forms for Technical Proposals.
 - d. Documents against qualifying requirement of the tender
 - e. Duly Notarised Partnership Deed / Power of Attorney / Resolution of the Company authorising a person to sign the document in case of bidder is partnership firm / registered under Company Act.

In case of erroneous/ non-submission/ missing of any of the document required as per the provision of the bidding document. The purchaser will have full right to reject the bid or evaluate the bid with the documents submitted as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

iii. **Part-3 (Cover-3)** -The bidders shall quote their fees online only in **Schedule-I**.

(2) The date of opening of financial/ price bid shall be informed separately. The bidders may please keep them updated of price bid opening from the e-portal.

(3) In case of any of above date(s) is declared as holiday/local holiday, then the date(s) will be shifted to next working day.

Chief General Manager (S&P)
M.P.P.K.V.V.Co.Ltd., Jabalpur

GUIDELINES TO BIDDERS FOR IMPLEMENTATION OF E-PROCUREMENT SYSTEM

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: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “**Online bidder Enrolment**” 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 mp tenders 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	BoQ Preparation Guidelines	ItemWise BOQ New v906.pdf Percentage BOQ Updated v906.pdf ItemRate BOQ Updated v906.pdf

**Chief General Manager (S & P)
M.P.P.K.V.V.Co.Ltd., Jabalpur**

ANNEXURE-I
GENERAL INSTRUCTIONS TO THE BIDDERS

1. The Chief General Manager (Purchase) on behalf of the Madhya Pradesh Poorv Kshetra Vidyut Vitran Co. Ltd. hereinafter referred to as “MPPKVVCL” invites tender for supply of material/equipment as per specifications attached for supply of services to **office of General Manager – Central Establishment Claim Cell, Jabalpur** in Madhya Pradesh.
2. The bidders are requested to go through the General instructions to the bidders Annexure-I and General terms & conditions of purchase contained in Annexure-III and Special Terms & Conditions Annexure-IV 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 online. *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 offered 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 lakh.

- (a) **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.
- (b) The required amount of EMD shall be accepted through online payment only as per the “GUIDELINES TO BIDDERS FOR IMPLEMENTATION OF E-PROCUREMENT SYSTEM”. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in Cover-1 without which online offer i.e., Covers-2 & 3 shall not be opened.

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)/Cair Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum(UAM) or 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.

(c) Forfeiture of Earnest Money Deposit:

The EMD may be forfeited:-

- 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 after its opening but before the validity of the bid expires;
- c) If a bidder does not accept the arithmetical corrections of its bid price;
- d) In the case of successful bidder, if the bidder fails to furnish the performance security within the prescribed time.
- e) In case, the bidder withdraws his offer during the validity period, after placement of order, the EMD shall be forfeited.

(d) 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

A. Bidders shall submit tender online in following three parts

- i. Part-I (Cover-1) – The bidders shall require to deposit EMD online as specified in clause -5 Annex-I of the tender specification and to upload a scan copy of the same in Cover-1. In case of exemption from payment of EMD as allowed in Clause-5 (b) Annex-I of the tender, bidders shall upload a scan copy of the duly notarized documents as required in above clause.
- ii. Part-2 (Cover-2) the bidders shall require to upload following documents digitally signed in Cover-2 which shall form Commercial bid.
 - a. Schedule-II- Duly notarized undertaking.
 - b. Schedule-III – CA Certificate against Financial requirement of the tender
 - c. Power of Attorney / resolution of the Company authorizing a person to sign the document, in case of Company registered under Company Act.

In case of erroneous / 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-3 (Cover-3) The bidders shall quote their rates online only in schedule-I and shall be kept in Cover-3.

B. The bidders are expected to be fully conversant with all the clauses of the bid document before submitting the bid. However, prospective bidder (s) regarding any clarification on bidding document may notify the purchaser in writing. Post award of contract any interpretation to any clause of the bid document shall not be entertained.

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 Cover 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:

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 criteria.

10. 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/ MPSEB/ 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 MPSEB/Companies formed on restructuring of MPSEB, 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 and supply of inferior/substandard quality of materials en-mass as reported by the field officers.**

11. 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.

12. MISTAKES IN BIDS

In case of arithmetical error in the financial bid the same shall be corrected while computing the prices and the unit FOR destination price including GST shall be arrived accordingly and the same shall be binding on the bidder.

13. LUMPSUM BASED BIDS

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

14. ALTERATIONS/CORRECTIONS IN BIDS

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

15. INCOMPLETE BIDS

Tender which is incomplete or obscure is liable for rejection.

16. 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.

17. DISQUALIFICATION OF BIDS:

Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.

18. LANGUAGE OF BIDS

All tenders should be made either in English or in Hindi only.

19. 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.

20. 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.

21. DEVIATIONS FROM TERMS & CONDITIONS

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

22. 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.

23. 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/contract, 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.

24. 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.

Chief General Manager (S & P)
M.P.P.K.V.V.Co.Ltd., Jabalpur

ANNEXURE-II
QUALIFICATION CRITERIA AND EVALUATION METHODOLOGY

M.P. Poorv Kshetra Vidyut Vitaran Company, Jabalpur the power distribution company with its headquarters located at Jabalpur, Madhya Pradesh intends to outsource the activity of TDS on salary to approx 8200 nos. of employees (Under Income Tax Act 1961) related activities of its Central Establishment Claim Cell (CEC CELL) situated at 4TH FLOOR BLOCK NO 8 SHAKTI BHAVAN, Rampur, Jabalpur for the Fourth Quarter of FY 2022-2023. For this purpose, proposals from eligible Chartered Accountant/ Cost Accountants firms who are carrying out required work are invited.

1. OBJECTIVES OF THE EXERCISE

Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited, Jabalpur (The Company) is engaged in the distribution of power in the eastern part of the State of Madhya Pradesh and is a public limited Company wholly owned by the Government of Madhya Pradesh.

The CEC CELL is established in March, 2016 to manage the all payroll activities of the company. Bids are invited for outsourcing certain activities related to E-Filing of fourth Quarter return and Annual return, preparation of Form 16 (TDS certificate) to employees (Under Income Tax Act, 1961), Investment document verification, revision of previous quarterly return for AY 2023-2024 if required and other activities related to tax compliance assigned by CEC Cell to identify qualified and professional Chartered Accountant/ Cost Accountants **Firms** (The Bidder), who can provide best services in the areas of preparation and filling of TDS Returns.

2. MINIMUM ELIGIBILITY CRITERIA

- 2.1. The bidding is open for only **Firms** concern of Chartered Accountants/ Cost Accountants. **At-least Two partner of the firm must be Fellow Member of the Institute of Chartered Accountants of India or Institute of Cost Accountants of India.**
- 2.2. The bidder firm should have completed minimum **Ten years** as on 30/11/2022 from the date of establishment of the firm. The date of establishment shall be considered as per Firm constitution certificate. The documentary evidence need to be submitted.
- 2.3. The bidder should have experience **of the TDS related work in any government office or department/Public Sector undertaking/Government Company.** The bidder should submit documentary evidence of having experience if any. Attach any two work pervious order copy related to above said.
- 2.4. The bidder should have minimum turnover of Rs. **Ten Lakh and above** as per audited balance sheet of FY 2021-22. MAAT for last thee years should not be less than Rs. Seven lakhs.
- 2.5. The Bidder should have Head office/Branch Office at Jabalpur (M.P.).

3. DISQUALIFICATION

- 3.1. CGM PURCHASE may, in its own sole discretion, and at any time during the evaluation process, disqualify any Applicant, if the Applicant has:
 - 3.1.1. Submitted the Proposal after the response deadline;
 - 3.1.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- 3.1.3. Exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.;
 - 3.1.4. Submitted a Proposal which is not accompanied by EMD or required documentation or is non responsive;
 - 3.1.5. Failed to provide clarifications related thereto, when sought;
 - 3.1.6. Submitted more than one Proposal. This will cause disqualification of all the Proposals submitted by such Applicant.
 - 3.1.7. Any other limitation found which limit the scope of works and contrary with the conditions of RFP.
- 3.2. If information which would have entitled CGM PURCHASE MPPKVVCL JABALPUR to reject or disqualify the Applicant, becomes known after the Applicant has been qualified, then the CGM PURCHASE JBALPUR reserves the right to reject the Applicant at that time, or at any time, after such information becomes known.
- 3.3. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- 3.4. Applicants who are facing any enquiry/ investigation under Prevention of Corruption Act or similar acts may be disqualified.

4. CONFLICT OF INTEREST

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 the 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 & 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 share holders as his / her family members viz. Spouse, Son, Daughter, Father, Mother or Brother 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. Has a close business or family relationship (spouse, Son, Daughter, Father, Mother or Brother) with a professional staff of the Employer (or of the project implementing agency or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the tender documents or specifications of the contract, and / or the tender evaluation process or (ii) would be involved in the implementation or supervision of such contract.

5. EVALUATION OF OFFERS AND 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 without assigning any reason.
- ii. If any taxes are not quoted, the Purchaser reserves the rights to load the quoted prices as per the applicable rate of taxes prevalent at the time of bid evaluation for price comparison purposes. However, responsibility in this regard shall solely rest with bidder.

6. COMPUTATION OF LOWEST ACCEPTABLE RATE (L1)

Price bids of technically and financially qualified Regular and New Bidders shall be opened and evaluated to find lowest rate. The bidder, who quotes lowest computed FOR rate (i.e. landed unit cost) including all applicable taxes, shall be declared as L1 bidder. The L1 bidder can be a regular bidder or New Bidder and this L1 rate will be declared as Lowest Acceptable Rate.

7. SNAP BIDDING

- i. In case the Purchaser opts for snap bidding, then all the initial Price Bids shall be discarded by the purchaser and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the bid document for resubmission of Price Bids.
The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.
- ii. In case any of the invited technically qualified bidder does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Purchaser.
- iii. Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the bidding document. The Purchaser shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Purchaser has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the purchaser then the entire bidding process shall be annulled.

Chief General Manager (S & P)
MPPKVCL, Jabalpur

ANNEXURE-III

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

In this bid document (including all the Sections & Schedules), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- (i) “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the Purchaser in the context of this bidding process.
- (ii) “Agency” shall mean the successful bidder who has received the Letter of Award from the Purchaser to execute the Purchase Order.
- (iii) “Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid/tender documents.
- (iv) “Bidder” shall mean the firm/manufacturer who quotes the offer against a tender or enquiry.
- (v) “BG” shall mean Bank Guarantee.
- (vi) “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- (vii) “Competent Authority” shall mean the authorised person of the Purchaser.
- (viii) “EMD” shall mean Earnest Money Deposit.
- (ix) “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser from time to time to Agency.
- (x) “Purchaser” shall mean Madhya Pradesh Poorva Kshetra Vidyut Vitran Company Limited, Jabalpur.
- (xi) “MPPKVCL” shall mean Madhya Pradesh Poorv Kshetra Vidyut Vitran Company Limited, Jabalpur.

2. PRICES AND STATUTORY LEVIES

- (i) It is obligatory that FOR destination FIRM price as specified in Annexure-IV:
- (ii) Any charge as may be applicable as per law in force, must be clearly specified otherwise any of such silent charges, shall not be payable in the event of an order.
- (iii) The payment of statutory levies such as CGST & SGST or IGST against the Purchase Order shall be made on the basis of rates prevailing during the contractual delivery period only and on applicable quantity due, to be actually delivered as per delivery schedule of Purchase Order. In case concessional rate of statutory levies are quoted by the bidder, then the same shall be paid limited to the quoted rate. In that case the payment of statutory levies against the Purchase Order to all concerned government departments or any other organization will be the sole responsibility of supplier on the basis of rates prevailing during the contractual delivery period as per schedule of Purchase Order, as well as for any supplies made after the contractual period. Any liability raised by the government authorities due to any difference in the amount payable and consequences thereof the purchaser will not be responsible for any sustained damages by the supplier.
- (iv) In case, supplies against the Purchase Order are affected late i.e. beyond contractual delivery period and rate of GST undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual delivery period. However, in case the rate of statutory levy (ies) undergoes, downwards revision then the delayed supplies beyond contractual delivery period will attract the reduced rate of statutory levy (ies).
- (v) In case of delay in supply, if the supplier is able to prove that the delay involved is due to force majeure conditions, as detailed in the “Force Majeure” clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claim for GST shall be accepted and payment shall be released, accordingly.
- (vi) Pending decision on the request of the supplier, for condition of the delay in delivery, the supplier will claim GST as per the rates prevailing during the contractual delivery period. In case, this is not done, all financial losses will be to supplier’s account.

- (vii) **GST registration number of MPPKVVCL is 23AADCM6175E2ZM.**
- (viii) If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Purchase order, which directly impacts tax liability of Agency in performance of this Purchase order, an equitable adjustment of the Purchase order value shall be made to take into account any such change by addition to the Purchase order value or deduction therefrom, as the case may be. **However, decision of the Purchaser would be final in this regard”.**
- (ix) In case of difference in the quoted HSN Code/Service Accounting Code and quoted rate of GST, final decision of the MPPKVVCL, Jabalpur shall prevail.

3. FORCE MAJEURE

Force majeure condition is herein defined as:-

- (i) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (ii) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (iii) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- (iv) Strikes, slow down, lockouts continuing for more than three (3) weeks.
- (v) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- (vi) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

NOTE:- The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The Purchaser shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Purchaser shall be binding on the firm.

4. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS/ORDERS

All amount recoverable from the successful bidders against any earlier or subsequent contracts/orders including contracts/orders placed on sister concern by the Purchaser will be adjusted/ recovered from any type of payment due against the contracts/orders that may be awarded under this specification OR any other contract(s)/order(s) including the contracts/order placed on sister concern firms placed by Purchaser against other tender specification for the same or the other items.

The Purchaser shall have the option to recover the outstanding dues / liability, if any, against the firm against any contracts / orders from the firm's bills / payments due against the orders / contract placed by other successor Companies formed on restructuring of MPSEB, which shall be binding on the bidders.

5. FALSE/WRONG INFORMATION/DOCUMENT SUBMITTED BY BIDDER

In case, at any stage, if any information/document as submitted by bidder/Supplier is found false/ forged or incorrect, the purchaser shall be free to take any punitive / legal action against the bidder/supplier (s) which may include debarring from the future business with MP DISCOMs.

6. CANCELLATION/TERMINATION OF ORDER

In the event of once the liquidated damage is reached maximum of 3%, the purchaser may upon written notice of default, terminate/cancel the purchase order in whole or for a part quantity with recovery of liquidate damages at the rate of 3% of ex-works price(s) of stores not delivered by them or liability on account of risk and cost, whichever is higher in the circumstances detailed hereunder:-

- 6.1. If in the opinion of the Purchaser, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Purchaser.
- 6.2. If in the opinion of the Purchaser, the supplier fails to comply with any of the other provisions of this order or material is found not in accordance with prescribed specifications and or the approved samples.
- 6.3. If in the opinion of the Purchaser, the supplier fails to take urgent steps towards corrective measures as indicated/intimated to them as a result of stage inspection.
- 6.4. In pursuance to clause no. 6.1, 6.2 & 6.3 Above, Purchaser may debar the supplier for further business with Purchaser for a declared period on breach of the Purchase Order.
- 6.5. Notwithstanding that the powers under clause 6.4 referred to above, are in addition to the rights and remedy available to the Purchaser under the general law of India relating to Contract.
- 6.6. In the event, Purchaser does not terminate the order, the supplier shall continue execution of this order, in which case he shall be liable to the Purchaser for liquidated damages for the delay as per applicable clause until supplies are accepted.

7. REDUCTION OF RATE DUE TO SUBSEQUENT TENDER

As a result of opening of the subsequent tender of the purchaser, if the rates received for the same item(s) are found to be lower, then the balance ordered quantity as on date of opening of price bid excluding the quantity which has already been offer for pre dispatch inspection, may be accepted at the lower rates only. If the supplier does not agree to supply the balance quantity at the lower rate, the order for the balance quantity shall be cancelled by the purchaser without liability on either side provided the balance ordered quantity falls within the delivery schedule of the purchase order otherwise the provision of the clause named "Cancellation/Termination of Order" shall be applicable.

8. SETTLEMENT OF DISPUTES AND ARBITRATION

If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Purchase Order, the parties shall seek to resolve any such dispute or difference in opinion, to the extent possible, amicably by mutual consultation. 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 and settle by Arbitral Tribunal comprising of three Arbitrators, one to be appointed by each party and third Presiding arbitrator to be appointed by both the arbitrator as per provision of Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The arbitration shall be conducted as per provision of Arbitration and Conciliation Act 1996 and as amended from time to time and of the rules made there under. The Arbitrators or the Presiding as the case may be, are bound to give a detailed speaking award assigning reasons for the findings. The decision of Arbitral Tribunal shall be final and binding up on the both parties.

Supplies under the Purchase Order 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 Presiding, as the case may be, is issued.

The arbitration proceeding if any shall be strictly held at the head quarter of Purchaser at Jabalpur.

9. JURISDICTION

Any dispute or difference, arising under, out of, or in connection with this tender/ Purchase order shall be subject to exclusive jurisdiction of competent court at Jabalpur only.

**Chief General Manager (S & P)
M.P.K.V.V.Co.Ltd., Jabalpur**

ANNEXURE-IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK

The Part A of the Form 16 (TDS certificate) shall be downloaded (Part B and A both) from the Income Tax Traces website for approximate 8200 no. of employees of CEC CELL MPPKVVCL Jabalpur. All the data for purposes of preparation Form 16 (TDS certificate), Part A and B prepared by the Firm though Traces Website in hard copy/ soft copy. The CEC CELL will provide the bidder sitting space along with requisite furniture. All the printing charges and other incidental charges shall be borne by the bidder. The Scope of Work is as under:-

1. PAN verification and linking with Addhar number of each employees and submit the discrepancies report to CEC CELL JABALPUR if any.
2. Filing of 24Q for the IVth Quarter and Annual Return of Salaries in Form 24 for FY 2022-23.
3. Revision Of previous Quarterly Return ,if required (Without any additional Cost). Firm/Consultant has to file revised return of any quarter if situation so arises and for that no extra charges shall be paid by MPPKVVCL.
4. Downloading the Part A and B of Form 16 (TDS certificate) for Approx. 8200 employees of MPPKVVCL Jabalpur from the traces website of Income Tax for the FY **2022-2023** and will send to all employee and DDO's though E-Mail.
5. Verify the monthly deduction of income tax of each employees with Part – A of Form 16 and report the discrepancies found to CEC CELL Jabalpur
6. Correction of irregularities found in Part – A and Part - B of Form 16 (TDS Certificate).
7. Preparation of Part B of Form 16 (TDS certificate) through Traces, on the basis of data made available in soft copy by the CEC CELL Jabalpur for the FY 2022-23.
8. Authenticate and verify the Part B with Part A of Form 16 (TDS certificate) and make correction if required in Part B of Form 16 (TDS certificate).
9. Inform the discrepancies to CEC CELL Jabalpur for rectification.
10. Prepare the Form 16 (TDS certificate) (Part –A and Part- B) all employees and make available the same both in hard – in 2 copies & soft copy till 05/05/2023 for timely issue to employees of MPPKVVCL JABALPUR .
11. No. of Employees shown above is on approximation basis which may be 5% +/- increase or decrease.
12. Investment Document Verification as per Form- 12 BB (Income Tax Act 1961) of each employee.

13. After filing of return, if there is any Default Notice is received from Income Tax Authority, the responsibility for resolving the issue will be rest with the firm/Consultant within three month or any specific time given by the Tax Authority, whichever is earlier
14. Provide time to time information and latest amendments in TDS.
15. During the preparation of data/details for Tax Audit purpose and filing of Income Tax Return for the respective year, Firm/Consultant shall guide/provide required information, whatsoever needed
16. Assistance in statutory, CAG Audit
17. Any other ancillary work to complete the above activities informed by CEC CELL JABALPUR.
18. Verification of TDS deducted from employees salary as per Income Tax Act 1961.
19. Assistance during Tax Audit of Company to the extent of Activity performed by CEC Cell.

2. REPORTING AND PERFORMANCE REVIEW

Reporting and Performance Review shall form an important part of this outsourcing assignment. The bidder shall be required to adhere to the following reporting requirements during the tenure of the contract:

- 2.1. The bidder during the tenure and execution of this contract shall be required to visit the office of CEC CELL JABALPUR on need basis.
- 2.2. The Form 16 (TDS certificate) generated by the bidder firm would be solely for the internal use of MPPKVVCCL-Jabalpur.
- 2.3. Distribution of any information pertaining to The Company shall be treated as major misconduct and shall be dealt accordingly.
- 2.4. The bidder firm shall be required to report exceptional points to the General Manager/Accounts officer of the CEC CELL Jabalpur.
- 2.5. Bidder would need to report in writing any matters that come to its notice which is contrary to the statutory provisions with the General Manager during its work.
- 2.6. The bidder shall not use or distribute any information related to Employee's of MPPKVVCCL Jabalpur other than scope of this tender.
- 2.7. The bidder shall submit all relevant document and soft copies to GM CEC CELL after completion of work.

3. PRICES:

The price indicated in Schedule-I is **firm** for complete Scope of Work of the tender specification inclusive of all expenses except GST which shall be payable extra at the rte as applicable. The present rate of GST is 18%.

4. INVOICING & PAYMENT AND OTHER TERMS & CONDITIONS

- 4.1 The Chartered Accountant firm shall invoice CEC CELL for the Charges as laid out in the Main appointment letter which shall be issued to the successful bidder firm.
- 4.2 The total fees payable for the assignment over a period of year shall be as follows:

- ✓ 70% of fees calculated by quoted fees multiplied by number of employees for “completion of all scope of work as defined in clause 1 above shall normally be released within 45 Business days from the date of receipt of invoice, subject to completion of the work.
- ✓ Balance 30% of fees calculated by quoted fees multiplied by number of employees for “completion of scope of work as defined in clause 1 above shall be released after expiry of 90 days from payment of 70% of fees, subject to satisfaction of CEC CELL Jabalpur.

4.3 The RAO, Jabalpur shall make above payment directly in the supplier’s Bank account, for which the following details are required to be invariably submitted with the offer in the prescribed schedule / template:-

- (a) Name of Bank and Branch address
- (b) Their Bank Account Number
- (c) IFS Code of the Branch for RTGS transfer
- (viii) Charges required by Bank in this regard will be debited to firm’s account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

4.4 If CEC CELL receives an invoice which, acting in good faith, it reasonably believes is not correct, valid and/or properly due or where CEC CELL, acting in good faith, otherwise disputes the appropriateness of such invoice, CEC CELL shall pay that part of the invoice which is not in dispute in accordance and shall be entitled to withhold the balance pending resolution of the dispute and shall notify the Chartered Accountant firm in writing

4.5 Notwithstanding anything contained in above clauses, whenever CEC CELL acting in good faith, reasonably believes that the services provided by the Chartered Accountant firm were not satisfactory, the CEC CELL shall have the right to wholly or partly withhold the payment or make appropriate deductions from the invoice of the Chartered Accountant firm.

4.6 On satisfactory completion of Work, MPPKVVCL reserve right to extend the work on same terms and conditions for 4th Quarter of next financial year i.e. FY 2023-2024 on mutual agreement.

5. Contract Award Procedure :-

The selected bidder shall be issued a Letter of Award (LoA) by CGM(S&P), MPPKVVCL, Jabalpur.

The selected bidder shall accept the Letter of Award unconditionally, within seven (7) days from the date of issue of the LoA and upon acceptance of the LoA, the selected bidder shall be required to sign up an agreement with **G.M.(Administration) O/o CGM(HR&A), MPPKVVCL Jabalpur** on a non judicial stamp paper of Rs 500/- within Three (3) days of acceptance of LoA, containing overall terms and conditions which shall be binding on the firm. Draft of the Agreement is given as **Annexure –V**.

6. Issuance of Order

Successful bidder decided after evaluation of bid will be issued order for allotment of work by CGM PURCHASE MPPKVVCL JABALPUR

7. PERIOD OF CONTRACT

The period of outsourcing work of preparation of Form 16 (TDS certificate) shall be Five Month months started from date of signing of agreement.

8. SECURITY DEPOSIT

Security deposit equal to 3% of value of the order to be placed against the tender shall be furnished by the bidder in the form of DD/B.G. only drawn on any scheduled Bank. The Bank Guarantee towards Security Deposit should be from a scheduled bank on stamps paper equal to 0.25% of the amount of BG subject to maximum of Rs. 25,000/- as per Gazette Notification of GoMP dtd 07.01.2015 with validity of minimum 24 months so as to cover the guarantee period of the material and also due and faithful execution in accordance with terms and conditions of the order. No relaxations in submission of Security Deposit against the tender/order shall be granted.

The Security Deposit shall be deposited by the bidder within 30 days from the date of receipt of the order. In case the bidder fails to deposit security deposit within the period as specified above, the amount of security deposit shall be adjusted / deducted from their first supply bill and in case amount of Security Deposit is higher than first supply bill then remaining amount of security deposit shall be adjusted from the subsequent supply bills.

The facility of Permanent Security Deposit (PSD) shall not be considered against this tender and the bidders shall have to furnish the requisite Security Deposit as above.

- (i) Demand drafts should be in favour of senior account officer (JC) MPPKVVCL, Jabalpur drawn on any Nationalized/scheduled bank at Jabalpur.
- (ii) The Bank Guarantee shall require to be executed on a non-judicial stamp equal to 0.25% of the amount of BG subject to maximum rupees 25,000.
- (iii) SSI units registered with industries department of Madhya Pradesh (MP) shall require to pay security deposit for only 5% value of the order subject to maximum of Rs 20,000 in cash or DD. This concession is for such SSI units of MP who are doing business up to Rupees 50 Lakhs annually.
- (iv) The Purchaser shall adjust/forfeit the SD against liquidated damages on account of non execution or part execution of the orders/poor performances of the supplier.
- (v) The purchaser at its discretion may reduce the amount of Security Deposit on prorata basis to the extent for the quantity for which performance guarantee is left.
- (vi) Security Deposit shall be returned to the supplier only after due and faithful performance of the order and on expiry of guarantee period provided there is no liability to be recovered against the purchase order placed on them.
- (vii) No interest shall be payable by the Purchaser on security deposit submitted by supplier.
- (viii) As per SFMS platform the bank account detail of MPPKVVCL Jabalpur needed for preparation of BG is detailed below :-
 - a. Account Name : MPPKVVCL, Jabalpur
 - b. Bank name : State Bank of India
 - c. Branch name : Nayagaon , Jabalpur
 - d. Branch address: Nayagaon, Rampur, Jabalpur
 - e. Account number : 10238007069
 - f. IFC Code : SBIN0007934

9. PENALTY

9.1 For delay in filing of returns (24 Q IVth quarter and Form 24 annual return) or non-filing of return or Delay or failure to issue TDS certificate or any other penalty levied due to negligence of the Chartered Accountant firm than penalty equal to the amount payable by the MPEZ to tax department shall be levied on the Chartered Accountant firm.

9.2 A penalty shall be levied in case of any shortfall in work done given in the scope of work is calculated as follow:-

- No payment will be made for the number of employees whose verified TDS certificate – Form 16 (Part –A and Part- B) has not been issued before 20/05/2022.

- 20% fees calculated by quoted fees multiplied by number of employees for whom correct and verified Form 16 (Part –A and Part- B) has been issued in time is deducted for the shortfall in work done given in the scope of work. This penalty is additional penalty from the penalty may be impose by Income Tax department for delay or failure for filing or issue of Form -16.

10. PENALTY FOR BREACH OF PURCHASE ORDER

Breach of any Terms & Conditions which are included in the any section of the tender documents, or various schedules, Section, enclosures, appendix etc. which are referred in these sections, shall be deemed as breach of this Purchase Order. In case of breach of this Purchase Order by the bidder / vendor, the Purchaser shall be entitled to forfeit the available security deposit and to realise & retain the same as damages and compensation for the said breach. This will be without prejudice to the right of the Purchaser to recover any further sums as damages, from any sums which are due or which may become due to the Agency by the Purchaser; or otherwise howsoever.

11. It may be ensured that the assignment is carried out only through employees of participating firms. If it comes to our notice that the assignment has been carried out by any other firm / persons, the appointment is liable to be cancelled.
12. Firm's outputs /reports would be issued solely for the internal use of CEC CELL's, management, employees and Board of Directors of MPPKVVCL Jabalpur. Any other distribution of the same must be approved by CGM (HR&A) MPPKVVCL JABALPUR in advance in writing. Distribution of any information pertaining to CEC CELL without prior written consent of MPPKVVCL JABALPUR, shall be treated as major misconduct and shall be dealt accordingly.
13. With respect to this agreement and any information supplied in connection with this agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards; and (ii) use and reproduce confidential information only to perform its obligations under this agreement.
14. If CEC CELL JABALPUR suffers, or likely to suffer, any loss or damage, or if liability of any kind is imposed or likely to be imposed on CEC CELL JABALPUR because of ignorance or negligence or delay or any other reason attributable to the Chartered Accountant firm, an amount equal to such loss or damage or liability shall be recoverable from the Chartered Accountant/ Cost Accountant firm.
15. Notwithstanding anything to the contrary, Chartered Accountant firm's maximum aggregate liability under this agreement (regardless of the nature of any claim asserted, including contract, statute, any form of negligence whether of CEC CELL JABALPUR, Chartered Accountant firm's firm or others, strict liability or otherwise) shall be limited to the amount of total fees payable to the firm. In no event shall either party be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.), even if it has been advised of their possible existence. This provision shall survive the termination of this agreement for any reason.

Chief General Manager (S & P)
M.P.P.K.V.V.Co.Ltd., Jabalpur

ANNEXURE-V

(DRAFT)

OVERALL AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is made on _____

BETWEEN:

- (1) **Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited (MPPKVVCL)**
Jabalpur (referred as **"MPPKVVCL"** or **"Company"** hereinafter) having its Head Office at Jabalpur; and
- (2) **M/s _____, Chartered Accountants** (referred as the **"Vendor"** or **"Firm"** hereinafter) having its Head Office at

INTRODUCTION:

- A. Whereas the MPPKVVCL wants the Vendor to provide certain **"Outsourcing for e-filing of TDS and TDS relted works of employees of MPPKVCL to CA firm"** related services (as outlined under the heading 'Scope of work' in the Tender document, or mentioned herein under) and the Vendor is willing to provide such services all on the terms and conditions set out in this Agreement.
- B. And, whereas the Vendor has knowledge and experience in the provision of services in the area of **"e-filing of TDS and TDS relted works of employees"** of the size and type of MPPKVVCL. The Vendor acknowledges that MPPKVVCL has relied on such knowledge and experience in selecting the Vendor to provide such services.

And therefore, **IT IS AGREED** as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement unless otherwise specified or the context otherwise requires:

- 1.1.1. where reference is made to a statutory provision this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it;
- 1.1.2. a "law" includes common or customary law and any bye-law, regulation, legislation, decree, judgment, order, ordinance, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request, requirement or guideline (the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request, requirement or guideline is addressed);
- 1.1.3. a document in an "agreed form" is a reference to a document in a form approved by both parties and for the purposes of identification signed by the relevant Authorised Representatives on behalf of each party; and
- 1.1.4. reference to "the parties" or to "a party" will be to MPPKVVCL and/or the Vendor unless otherwise expressly provided and shall include that party's assignees;

2. TERM

- 2.1. This Agreement will come into force on the Signature Date and will, subject to the terms of this Agreement, continue for a period till satisfactory completion of work **"Outsourcing for e-filing of TDS and TDS relted works of employees of MPPKVCL to CA firm"** from the Signature Date.
- 2.2. At any time during the Term, the parties may (in their absolute discretion) by mutual agreement, extend the Term by such additional period as they see fit and on terms and conditions substantially similar to those included herein.

3. SERVICES

- 3.1. From the Service Start Date the Vendor shall provide the Services in accordance with the terms of this Agreement and Letter of Award (LoA) and will ensure that with effect from the Service Start Date, a team of persons is available to provide the Services. This team will as of the Service Start Date include the employees of the Vendor.
- 3.2. The Vendor agrees that it will follow and comply with any reasonable instructions, directions or requests given or issued which are consistent with the terms of this Agreement by MPPKVVCL's relevant Authorised Representative in writing or, where it was reasonably impracticable to do so in writing, given orally and subsequently confirmed in writing by such Authorised Representative in connection with the performance of the Services.
- 3.3. The Vendor shall as soon as reasonably practicable notify MPPKVVCL whenever the vendor becomes aware of and has reasonable grounds to believe that any failure on the part of MPPKVVCL to carry out its obligations and responsibilities under this Agreement will have a detrimental effect on the performance or quality of the Services or cost (to MPPKVVCL). The same shall apply to the vendor also.

4. MPPKVVCL RESPONSIBILITIES

4.1.MPPKVVCL shall:

- 4.1.1. Use all reasonable endeavours to make available such staff of MPPKVVCL as are reasonably required on a timely basis to liaise with the Vendor in relation to the provision of the Services;
- 4.1.2. Provide to the Vendor on a timely basis such information and documentation as the Vendor may reasonably require to provide the Services;
- 4.1.3. Provide the Vendor on a timely basis, taking into account MPPKVVCL 's standard policies and procedures, with such access to the information as is reasonably required to provide the Services;
- 4.1.4. Provide answers on a timely basis to queries, consents and approvals requested by the Vendor to enable the Vendor to provide the Services.

5. SERVICE LEVELS

- 5.1.** The Vendor shall perform the Services in accordance with the Service Levels listed as part of the scope of services in the Letter of Award /Tender document.
- 5.2.If the Vendor fails to meet the Service Levels as per the scope of services, the Vendor shall as soon as reasonably practicable:
 - 5.2.1. identify the cause of such failure;
 - 5.2.2. take such action as is reasonably required to minimise the impact of the failure and to prevent it from recurring;
 - 5.2.3. where possible, correct the failure; and
 - 5.2.4. Advise MPPKVVCL, of the status of the remedial efforts being undertaken for meeting the service levels as per scope of work.

6. CHARGES

In consideration for the provision of the Services, MPPKVVCL shall pay to the Vendor the Charges as detailed in the Letter of Award(LoA).

7. INVOICING AND PAYMENT

- 7.1.** The Vendor shall invoice MPPKVVCL for the Charges as laid out in the Letter of Award(LoA)/order which shall be issued to the successful bidder firm.
- 7.2.Payment of accepted fee shall be paid as laid out in LoA/Order.
- 7.3.If CA Firm fails to perform the work as per the scheduled programme, Payment shall not be released by company and initiate appropriate action against firm as per clause no.8 & 9 of the TS.
- 7.4.In case of dispute on any invoice, the dispute resolution procedure, as outlined below, shall apply.
- 7.5.For avoidance of any doubt, it is herein specifically agreed that the Vendor's obligations to provide the Services shall in no way be affected by any dispute in relation to the Charges or payment thereof.
- 7.6.Whenever under this Agreement any sum of money shall be recoverable from or payable by the Vendor to MPPKVVCL, this may be deducted from any sum then due, or which at any time may become due, to the Vendor under this Agreement.

8. REGULATORY REQUESTS

- 8.1.** If the Vendor receives requests for information from Regulatory Authorities which relate to the Services or any other obligation of the Vendor under this Agreement, it shall inform to MPPKVVCL's Authorised Representative promptly in writing and shall provide reasonable assistance to MPPKVVCL in dealing with the requests.
- 8.2.The Vendor will only release such information to the Regulatory Authority after:
 - 8.2.1. providing a copy of the information to MPPKVVCL; and
 - 8.2.2. receiving MPPKVVCL's written consent to the release,
- 8.3.Except that the Vendor shall not be obliged to obtain MPPKVVCL's prior consent or provide a copy of the information in advance where it is prevented from doing so by law or the relevant Regulatory Authority.

9. FORCE MAJEURE

9.1. Force Majeure Event means any event beyond the reasonable control of the affected party. Force Majeure Event includes, but is not limited to, acts of God, expropriation or confiscation of facilities, any form of government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency (including an emergency service to a hospital), sabotage or riots, and floods, fires, explosions or other catastrophes. Force Majeure does not include:

9.1.1. Strikes or other industrial action by employees of MPPKVVCL or the Vendor; or

9.1.2. Any act or omission of either party's employees, agents, or subcontractors (except to the extent that person is affected by a Force Majeure Event).

9.2. Neither party shall be responsible for failure to, or delay in, carrying out any of its duties under this Agreement to the extent to which this is caused by a Force Majeure Event (as defined in **Clause 9.1**).

9.3. Should a Force Majeure Event occur, the affected party shall:

9.3.1. Take all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;

9.3.2. On becoming aware of the Force Majeure event promptly inform the other in writing of the details and provides information of the Force Majeure Event and information about which Services have been affected to the extent that such information is known, together with, if practicable, an estimate of the period during which the Force Majeure Event will continue; and

9.3.3. Notify the other as soon as it becomes aware that the Force Majeure Event has stopped.

9.4. If the Force Majeure Event continues for more than 15 calendar days, the unaffected party may terminate this Agreement by giving 15 calendar days written notice without cost or liability to the other party (except in respect of antecedent breaches).

9.5. Nothing in this **Clause-9** shall suspend MPPKVVCL's obligation to pay the Charges in accordance with this Agreement in respect of any portion of the Services provided by the Vendor to MPPKVVCL not affected by a Force Majeure Event.

10. EMPLOYEES of the VENDOR

10.1. The vendor would deploy persons for provision of the Services to MPPKVVCL ensuring that they are suitably qualified, skilled and experienced in the work which they are to perform;

10.2. The Vendor will obtain the written approval of MPPKVVCL prior to appointing any replacement for any Employee of the Vendor (such approval not to be unreasonably withheld or unduly delayed by MPPKVVCL), except that the Vendor shall be able to replace any Employee without MPPKVVCL's prior written approval where a Employee leaves the employment of the Vendor, is prevented from fulfilling his duties due to sickness or will no longer be involved in the Services due to natural career progression. Save as otherwise agreed with the MPPKVVCL in writing, the Vendor will, at its own cost and expense, use all reasonable endeavours to ensure that, where possible, the Employee who is being replaced imparts appropriate knowledge and experience concerning the Services to the replacement for the Employee.

10.3. Without prejudice to the provisions of **Clause 10.2**, before appointing a replacement for any Employee, the Vendor shall:

10.4. notify MPPKVVCL of the proposed appointment;

10.5. introduce the individual to appropriate representatives of MPPKVVCL (and, if reasonably requested provide an opportunity for MPPKVVCL's Authorised Representative for Services to interview the individual); and

10.6. provide MPPKVVCL's Authorised Representative for Services with a resume and other information about the individual reasonably requested by MPPKVVCL (including, without limitation, a summary of such person's expertise and previous experience);

AND the Vendor shall provide such replacement for any Employee as soon as reasonably practicable.

10.7. The Vendor shall:

10.7.1. ensure that its persons engaged in the provision of the Services to MPPKVVCL are suitably qualified, skilled and experienced in the work which they are to perform;

10.7.2. ensure that while any of its Employees are on MPPKVVCL's premises they will conform to MPPKVVCL's standard codes of conduct (including policies regarding occupational health and safety requirements, building access, physical security and dress codes) or procedures as have been communicated in advance to the Vendor in writing but only to the extent that such compliance does not place the Vendor in breach of any other provision of this Agreement.

- 10.8. MPPKVVCL may, for reasons of incompetence, poor performance or misbehaviour or any such reason (MPPKVVCL at all times acting reasonably), request the replacement of any Employee of the vendor. MPPKVVCL shall notify the Vendor giving written reasons as why it is requesting a replacement to be made. MPPKVVCL and the Vendor shall promptly discuss any such request and, if the Vendor is unable to satisfy MPPKVVCL's concerns within a time period of three days, the Vendor shall replace that Employee as soon as reasonably practicable, but not later than seven calendar days in any case. The Vendor shall use reasonable endeavours to ensure that the Employee who is being replaced imparts appropriate knowledge and experience concerning the Services to the replacement Employee. The Vendor shall not be excused from performance of its obligations under this Agreement as a result of the replacement of any Employee.
- 10.9. The vendor is expected to provide services of the employees as mentioned in the para **9.4** of the Tender documents on continuous basis on all working days. However, if any employee remains on leave the vendor must inform of such leaves in advance to the Joint Director (CECC) or any officer nominated by him, and alternate arrangement shall be made by the vendor.

11. CONFIDENTIALITY

- 11.1. Each party undertakes to treat all Confidential Information as confidential and to use such Confidential Information solely for the purposes of this Agreement. Each party shall not, without the prior written consent of the other, divulge such Confidential Information to any person.
- 11.2. Each party undertakes to effect and maintain the same adequate security measures to safeguard the Confidential Information from unauthorised access, use and misappropriation as it maintains with its own similar information that it does not wish publicly to disclose, publish or disseminate.
- 11.3. Each party undertakes to notify the other promptly of any unauthorised use, copying or disclosure of Confidential Information and to provide all reasonable assistance required to terminate such unauthorised use or disclosure (or both).
- 11.4. Neither party shall make any announcement about nor disclose the existence or any terms of this Agreement without the prior written consent of the other. Notwithstanding the foregoing, either party may advertise or otherwise make known that the Vendor provides services to MPPKVVCL pursuant to this Agreement without the prior written consent of the other party.
- 11.5. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

12. DISPUTES

- 12.1. This Clause does not prevent either party commencing or pursuing court proceedings to protect the rights of confidentiality and in respect of the Confidential Information of that party and is without prejudice to either party's right to terminate this Agreement.
- 12.2. The Dispute will be dealt with by the parties pursuant to the following escalation procedures (the "Escalation Procedures"):
- 12.2.1. In the first instance, the Dispute will be referred to the CGM(HR&A) for resolution;
- 12.2.2. If the CGM(HR&A) cannot resolve the Dispute within 15 Business Days (or such other period as may be agreed between the parties), the Dispute will then be escalated to the MD (MPPKVVCL);
- 12.3. The parties acknowledge and agree that all disputes arising out of or in connection with this Agreement (the "**Dispute**") shall be dealt with in accordance with the procedure set out in the **Clause 8 of Annexure-III of T.S.** For the avoidance of doubt, any communications between the parties arising out of or in connection with Clause 8 will be without prejudice and will be treated as confidential.

13. TERMINATION

- 13.1. MPPKVVCL may terminate this Agreement in its entirety or as it relates to one or more discrete parts of the Services on written notice with effect from the date specified in the notice if the Vendor commits any material breach of this Agreement which in the case of a breach capable of remedy has not been remedied within seven calendar days of service upon the Vendor of a written notice specifying the breach and requiring it to be remedied. For the purposes of this Clause, breach shall be capable of remedy if the Vendor can or will be able within the prescribed period of time to comply with the provisions in question in all material respects other than as to the time of performance.
- 13.2. In addition to any other rights it has under this Agreement, MPPKVVCL may terminate this Agreement in its entirety, or as it relates to one or more discrete parts of the Services, at will, at any time after the expiry of the one month from the Signature Date, on giving the Vendor not less than one month's written notice.

14. CONSEQUENCES OF TERMINATION

- 14.1. The Vendor acknowledges that it is critical for MPPKVVCL to have continuity of the Services. To ensure the orderly transfer of the Services either back in house to MPPKVVCL or to a Replacement Service Provider, MPPKVVCL relies significantly on the Vendor fulfilling its obligations under this Agreement.
- 14.2. The Vendor is an independent contractor and nothing in this Agreement shall be deemed to constitute a partnership or any employment relationship between the parties nor shall anything in this Agreement be deemed to constitute one party the agent of the other for any purpose.

15. Other Terms & conditions as stipulated in Tender documents of Tender Specification NO. DISCOM/EZ/PUR/1321/e Tender No. 2022_PKVVC_257671_1)

IN WITNESS WHEREOF each of the parties has duly executed this Agreement as of the date first written above.

		Witness
SIGNED by [] duly authorised for and on behalf of MPPKVVCL		1.) _____
		2.) _____
SIGNED by [] duly authorised for and on behalf of the Vendor		1.) _____
		2.) _____

Date:

PART-II

SCHEDULE-I
PRICE AND QUANTITY
TO BE FILED ONLINE IN COVER- 3

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

(To be submitted in a sealed envelope along with the 'financial Offer ')

Price Bid (Cost Sheet)

S. No.	Particulars	Approx. number of employees of MPPKVVCL	Per employee charges inclusive of all other expenses (Rs. / employee)	GST	Total charges per employee
1	2	3	4	5	6 (4+5)
1	E-filing of TDS and other TDS related work as per complete scope of work as detailed in the tender specification for the employees of MPPKVVCL	8200 nos. (aprox.)			

NOTE

1. GST Registration Number of Bidder & HSN Code- , (Enclose copy of Registration Certificate)
2. GST Registration Number of MPPKVVCL – 23AADCM6175E2ZM,
3. The Bidder shall quote its rates/prices on lump sum basis.
4. 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 MPPKVVCL Jabalpur otherwise such firm shall be kept disqualified for TWO (2) future tenders of MPPKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
5. GST applicable in the commencement period shall be paid extra by company (Purchaser).
6. Any variation in rate of GST during contractual delivery period shall be borne by company (Purchaser).
7. Any downward variation in rate of GST beyond contractual delivery period shall be pass on to company and upward variation shall be borne by bidder firm.
8. It may be noted that Payment for works to be performed under this contract shall be released at contracted rates for aforesaid tasks only. Therefore, charges for all other activities to be performed under this contract as per Annexure IV-“Scope of Work”, must be included in the rates quoted for above by the Energy Auditor Firm.
9. No column shall be left blank, mentioned zero if not applicable.
10. All prices should be in INR and shall be specified in both figures and words.
11. 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.

Place-
Date-

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

SCHEDULE – II

(Undertaking)

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

I proprietor / partner / Director / Authorized Signatory of M/s..... having its Registered Office/Head Office at Give an undertaking ;

1. That, M/s have participated against TS No. due for opening on For services of
2. That, I have gone through the tender document and aware with all the requirement of the tender specification.
3. That, the profile of M/s is as under:-
 - (a) Address of Bidder -
 - (b) GST Registration No. of the firm -
 - (c) PAN No. of the firm -
 - (d) Entrepreneurs Memorandum Number (If registered under MSMED Act 2006) –
.....
 - (e) E-mail address of the firm -
 - (f) Mobile No. -
 - (g) Name & Branch address of bidder banker -
 - (h) Bank Account of the firm -
 - (i) IFSC Code of the branch for RTGS -
4. That we confirm that there is no deviation with the commercial terms & conditions requirement of the Tender Specification.
5. That, it is confirmed that we have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignment.
6. That the MPPKVVCL 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. 7 is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.
7. I sole proprietor / partner / Director of M/s,..... undertake that I am not interested as a proprietor and/or partner and/or in any other party/firm, participated in tender No. ----- of Purchaser due for opening on ____/____/2022 for services of -----

8. Regarding Black-listing / Debarring:-

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

9. Regarding Conflicting Interest:-

I/We _____ Sole Proprietor / Partner / Director of M/s _____ undertake that the bidding firm do not have conflict of interest with any other parties in this bidding process as per provision of Clause-2, Annexure-II of the tender.

10. Regarding serving or retired officer(s) or employee(s) of the Discoms of M.P.:-

I/We confirm that no serving or retired officer(s) or employee(s) of the Discoms of M.P. is / are partner(s) / Director(s) of the bidding firm or having shares or has share or has any interest in his / her firm. It is also confirmed that no partner(s) / Director(s) of the firm has any close relationship (spouse, son, Daughter, father, mother or brother) with any serving / retired officer(s) or employee(s) of the Discoms of M.P.

11. Regarding Information / details given:-

I/We,....., the Sole proprietor / partner / Director authorized signatory of M/s....., participating in the bidding process against tender No..... undertake that I am not interested as a proprietor and/or partner/Director in any other firm participated in the tender for procurement of....., and specifically undertake that the bidding firm/Company:-

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender.
- (iii) Not concealing any material information.
- (iv) Not given any misleading fact or statement in the offer/bid submitted against the tender.
- (v) Has not been debarred/blacklisted for future business with Purchaser/other Discom of MP.

Further, the MPPKVCCL, Jabalpur will have full right to cancel the order, if awarded and forfeit the EMD/Bid Security & Performance Security Deposit as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid / award of order.

Note: The undertaking should be given by the proprietor / Partner/ Director/ Authorized signatory of the Company

PLACE:	SIGNATURE OF TENDERER
	NAME IN FULL
DATE	DESIGNATION/ STATUS IN THE FIRM
	COMPANY SEAL

SCHEDULE –III

(ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT FIRM)

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that “M/s _____”PAN : _____ GSTIN : _____ having its registered / Head office at _____ (hereinafter referred to as Firm) have participated in the Tender No. _____ of MPPKVVCL, Jabalpur.

In Terms of Clause 1.2 of Annexure-II of the Tender Conditions the Financial Particulars of the Entity participating in the above said tender are as follows (all the Figures are in Rs.)

- a) Since the NIT of the Tender has issued on 06.03.2023 and hence for the Financial Criteria the latest Financial Year is 2021-22
- b) Total ANNUAL TURNOVER of the Entity for the last five financial years is Rs. _____ :
- c) Annual turnover of the entity for the last financial year is Rs _____
- d) WORKING CAPITAL of the Entity as per the Balance Sheet for the last financial year / bank utilization certificate-Fund Based (not more than 30 days from the date of opening of tender) is Rs _____ .
- e) The firm fulfill the financial criteria as required under Clause-1.2 (a)&(b), Annexure-II of the tender.
- f) The above said information is true and correct to the best of my knowledge and belief and the Information has been extracted from the Books of Accounts maintained by the entity.

I am aware that the Company (MPPKVVCL, Jabalpur) is relaying this certificate as a valid proof of Financial Capability of the Company.

For, _____
Chartered Accountant Firm,
FRN No. _____

CA. _____
(Designation _____)

M. No. _____
UDIN No. _____

Date : _____
Place: _____

Signature and Seal of Tenderer

Note:

- 1 The document should be signed by the proprietor / Partner/ Director/ Authorized signatory of the Company
- 2 The information given under points No.(b), (c) and (d) must appear in the website of Institute of Chartered Accountant against the UDIN number as given above.

SCHEDULE-IV

Format for Covering Letter

(On Applicant's Letterhead)

To

CGM PURCHASE

MPPKVVCL JABALPUR

M.P.

Sub:- Outsourcing of TDS on salary related activities for FY 2022-2023 of CEC CELL.....
MPPKVVCL,..... for the FY 2022-2023.

Sir,

In response to the Notice Inviting Offers, dated ----- issued by CGM PURCHASE....., we offer PROPOSAL to participate in the bidding process for selection of the Consultant for the above-referred Works.

In the capacity of the Applicant for the Works, we declare that we are interested in the Works, should the CGM PURCHASE select us for this purpose.

We are submitting this PROPOSAL 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 Request for Proposal (RFP) document. We understand that the basis for our qualification will be our PROPOSAL, and that any circumstance affecting our continued eligibility under the RFP, or any circumstance which would lead or have led to our disqualification under the RFP, shall result in our disqualification under this process.

We understand that you are not bound to accept any or all our PROPOSALS 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 Applicants for the Project, in connection with the preparation and/or submission of our PROPOSAL for the Works, or preparation of the bidding 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 CEC CELL, which would be relevant to and have a bearing on the evaluation of our PROPOSAL and selection.

We acknowledge and understand that in the event that CGM PURCHASE MPPKVVCL JABALPUR discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us and our PROPOSAL from further participation in the process.

Yours faithfully,
Authorised Signatory

Name & Title of Signatory

Name of Applicant:

Address:

SCHEDULE-V

General Information

(Format for submission with Technical-Proposal

S.No	Particulars	Details to be Furnished		
1.	Details of the Prime Applicant (Bidder)			
	Name			
	Address of office			
	Telephone		Fax	
	Email		Website	
	Date of Registration of Firm			
	Registration Certificate No			
	No of Years of experience			
	Total No of Partners of Firm			
	Number of CA Partners			
	Number of FCA Partners			
	2.	Details of the Authorized Person/ Partner		
Name				
Address				
Telephone			Email	
3.	Details of the Partners			
	Name of Lead Partner for the project			
	Experience in Years			
	Address			
	Telephone Email			
	Lead partner sits regularly at Jabalpur office	Yes / No (Please confirm)		
	Name of Other Partners for the Project			
	Name			
	Experience in Years			
	Address			
	Telephone		Email	
	Name			
	Experience in Years			
	Address			
	Telephone		Email	
	Name			
	Experience in Years			
	Address			
	Telephone		Email	
	Name			
	Experience in Years			
	Address			
	Telephone		Email	
	Name			
	Experience in Years			
	Address			
	Telephone		Email	

Note 1: Please add more fields if number of partners is more than six.
Note 2:Please enclose copy of firm’s Constitution certificate issued from ICAI.

SCHEDULE -VI
Summary of Relevant Experience

(Format for submission with Technical-Proposal)

Company Name:_____

S.No.	Item	Particulars
1.	Customer Name	
2.	Current status of the assignment – works in progress or completed.	
3.	Start date of assignment, contract tenure & value	
4.	Brief description of scope of consulting	
5.	Duration of activity	
6.	Relevance to the Project of Madhya Pradesh Poorv Kshetra Vidyut Vitaran Co. Ltd.	

(Use separate tables for each reference engagement specified in the order)

Note 1: The above details should be accompanied with letter of award for each customer/ client of the bidder firm

Note 2: The Letter of award of contract should not be more than 3 years old from the date of the RFP

SCHEDULE-VII

LEGAL INFORMATION

(Format for submission with Technical-Proposal)

1. Provide the following details for last three years for the Applicant.
 - a. Details of any occurrences of default on a contract, or disqualification or being barred from bidding:
 - b. Details of any Project/ work that the Applicant has failed to complete or has been terminated because of legal problems:
 - c. Details of any lawsuit or legal actions arising from projects/ any other assignment undertaken by the Applicant or the subsidiary company/firm and the decision or outcome of the case, if any:
 - d. Details of any conviction of or investigations on the Applicant or subsidiary company/ firm for a violation of the criminal law or any other regulation:
 - e. Details of any environmental offences, charges or penalties imposed on the Applicant or its subsidiary (ies) company/firm:
 - f. Details of any strikes or labour relation issues, violation of wage or other unfair labour practices and standards that the Applicant has been found guilty of.

2. Litigation History

Applicants and their subsidiaries (if any) shall provide information on any history of litigation or arbitration of value above Indian Rs. One lac (or equivalent) resulting from contracts executed in the last three years or currently under execution.

SCHEDULE-VIII

DECLARATION

(Format for submission with Technical-Proposal)

[Shall be detailed out as indicated in the format on the Company's/ Firm's Letter Head]

I, the undersigned, being the duly authorized representative, do hereby certify that all the statements made in the required attachments are true and correct and no material information has been concealed thereof.

The undersigned also hereby certifies that during the last three years prior to the date of this PROPOSAL, our company / firm has neither abandoned any work, nor any contract awarded to us for such works rescinded for reasons of non-performance of our company/firm.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by CGM PURCHASE MPPKVVCL JABALPUR, to verify this statement or regarding our competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the CGM PURCHASE MPPKVVCL.

(Signed by an authorized Officer of the Firm, along-with seal of firm)
Title of Officer -

Name of Firm-

Date –

Place-

SCHEDULE –IX

CHECK LIST
(TO BE UPLOADED ONLINE)

Sr.No.	Check List Item	Options	Answer
1.	Whether “Earnest Money Deposit” of specified amount is kept in a sealed Cover-1 & the same is uploaded online.	Yes/No	
2.	Whether NSIC/SSI/MSME/DIC Registration Certificate is attached online	Yes/No	
3.	Whether all schedules except schedule-I (Price bid) duly filled & signed with supporting document are enclosed	Yes/No	
4.	Schedule I: Price bid is duly filled in and digitally signed by the signatory authority & uploaded online in Cover-C	Yes/No	
5.	The schedule-VII i.e. Check List uploaded online in Cover-B	Yes/No	