

**FFICE OF THE S. E. (O&M)M.P.P.K.V.V.CO.LTD. NEEMUCH CIRCLE**  
NEAR BHUTESHWAR MANDIR NEEMUCH-458441(M.P.)  
Tel No. 07423-292319 E-mail –nmhcircle08@gmail.com & nmhcircle08@rediffmail.com

NO./SE/NC/PUR/2023/46/4530

Neemuch, Date 10-07-2023

To,

- (i) Upload on MPPKVV Co.,Ltd. Website
- (ii) Notice Board of the Company

**Sub: Outsourcing of TDS/withholding Tax related work for the FY 2023-2024 & 2024-2025.**

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Dear Sir,

M.P. Paschim Kshetra Vidyut Vitaran Company, Indore ('MPPKVVCL'), the power distribution company with its headquarters located at Indore, Madhya Pradesh intends to outsource its TDS/withholding Tax (Under Income Tax Act 1961) related activities of its **Superintending Engineer (O&M) Neemcu**h. For this purpose, MPPKVVCL invites proposals from eligible Chartered Accountant firms to select a "Vendor/Consultant firm" for carrying out required works. The MPPKVVCL would enter into a contract ("Contract") with selected vendor/applicant to complete the specified works within time limits.

### **1. OBJECTIVES OF THE EXERCISE**

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

TDS/withholding Tax being a highly specialized area requires skills relating to, documentation, statutory compliances and representations. Indian taxation is ever changing and can be challenging for any business. The main focus of The Company while floating the enquiry for outsourcing certain activities related to TDS/Withholding Tax shall be to identify qualified and professional Chartered Accountant **Firms/Proprietary** concern (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/Proprietary** concern of Chartered Accountants. **At-least one partner of the firm or proprietor of proprietary concern must be Fellow Member of the Institute of Chartered Accountants of India.**

2.2. The bidder firm should have completed minimum **five years** from the date of establishment of the firm. The date of establishment shall be considered as per Firm constitution certificate.

2.3. The Company expects that the bidder must demonstrate proven expertise and suitable experience by **submitting documentary evidence of having experience of the TDS related work.**

### **3. DISQUALIFICATION**

3.1. MPPKVVCL 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;

ailed to provide clarifications related thereto, when sought;

Submitted more than one Proposal. This will cause disqualification of all the Proposals submitted by such Applicant.

3.2. If information which would have entitled MPPKVCL to reject or disqualify the Applicant, becomes known after the Applicant has been qualified, Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd. 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. EXTENT AND SCOPE OF SERVICES (SERVICE LEVELS)

All the data for purposes of preparation of quarterly returns shall be made available by the MPPKVCL in **soft copy**. As part of the outsourcing assignment the bidder shall be **expected to carry out the following activities for FY 2023-24:**

1. Preparation & filing of quarterly TDS returns in respect of company's employees and pensioners whose payments are being processed through the following offices -

S.no	Name of Office	TAN No. of Office	Number of Employees in the office Liable for TDS (approx.)
1	Circle office Neemuch	BPLS05480G	16
2	O&M Division Neemuch DN.	BPLE00454G	112
3	O&M Division Jawad DN.	BPLE00445E	118
4	O&M Division Manasa DN.	BPLE00951G	117
5	STM Neemuch Division	BPLM10169F	17
<b>Total</b>			<b>380</b>

2. Preparation and timely filing of quarterly TDS/TCS returns in respect of third parties such as vendors/ customers/ contractors etc. for whom the has **Name of Office** deducted and made payment of TDS.

S. no.	Name of Office	TAN No. of Office	Number of LT Customer & Bills in the office Liable for TDS (approx.)
1	O&M Division Neemuch	BPLE00454G	72
2	O&M Division Jawad	BPLE00445E	8
3	O&M Division Manasa	BPLE00951G	12
<b>Total</b>			<b>92</b>

3. No. of employee, LT customers are approx. figures, actual figure may vary.
4. Revision of above filled TDS returns whenever necessary.
5. Validating of PAN nos. submitted by the employees and third parties. In case of any error intimate the concerned Officer within appropriate time limit.
6. Preparation of TDS certificates within statutory time limit and make available the same both in hard & soft copy.
7. Timely intimate changes taken place in the area of direct taxes relating to TDS/Withholding tax as applicable to the company from time to time basis to the Concerned officer.
8. Provide necessary assistance in the revision of any previous years default pending at the website of TRACE.

## 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:

5.1. Senior Partner/Proprietor of the Bidder shall visit the **SE(O&M) Neemuch** at least once in a month and shall also be available on a need basis.

5.2. The bidder during the tenure and execution of this contract shall be required to present before the Officer In Charge on need basis.

5.3. The bidder firm shall be required to report the outcome of their activities to the Concerned Officer of the Company.

5.4. Reports/ outputs of the bidder would need to summarize the areas of their findings and recommendations, wherever required. Bidder would need to promptly discuss any matters that come to its attention with the Concerned Officer during its work.

5.5. The reports/ output generated by the bidder firm would be solely for the internal use of The Company's management, employees and Board of Directors. Any other distribution of the same must be approved by the Company in advance in writing. Distribution of any information pertaining to The Company without prior written consent of the Officer In Charge shall be treated as major misconduct and shall be dealt accordingly.

### 6. TERMS & CONDITIONS

7.1. Each Applicant shall submit only one Proposal.

7.2. Whether an applicant will qualify or not will be based on the Applicant's experience, technical capabilities and financial standing as demonstrated by the Applicant's response to the requirements of the RFP document.

7.3. Enquiry must be delivered at the address given below, before 3.00PM on DATE 24-07-2023 ("Submission Deadline") and will be opened on the same day at 3.30 PM at the address given below, in the presence of the Applicants' representatives who wish to attend. If a public holiday is declared on the date specified for receipt of the RFP, the same will be received and opened on the next working day at the same time and venue.

Superintending Engineer (O&M) MPPKVCL, Near Bhuteshvar Mandir, Neemuch, 458441
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7.4. Nothing in this RFP or in any communication issued by MPPKVCL or any of its employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or to any other party.

7.5. The appointment shall be made on the basis of the credentials, experience and capability furnished by the participating firm/ proprietary concern for the purpose of empanelment and is liable to cancellation in the event of any professional or other misconduct, which has been taken cognizance by the Institute of Chartered Accountants of India/ any other authority, coming to light at a later date

7.6. Changes in the constitution of the firm should be intimated to MPKVCL within seven days of such change having occurred

7.7. It may be ensured that this assignment is carried out only through employees of participating firm. 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

7.8. Once the technical evaluation has been done the company shall intimate date for opening of financial bids of the firms who have qualified in the technical evaluation.

7.9. Firm would need to promptly discuss any matters that come to its attention with officer in-charge of MPPKVCL during its work

10. Firm's outputs /reports would be issued solely for the internal use of MPPKVCL's management, employees and Board of Directors. Any other distribution of the same must be approved by MPPKVCL in advance in writing. Distribution of any information pertaining to MPPKVCL without prior written consent of Chief Financial Officer MPPKVCL, shall be treated as major misconduct and shall be dealt accordingly.

7.11. 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.

7.12. If MPPKVCL suffers, or likely to suffer, any loss or damage, or if liability of any kind is imposed or likely to be imposed on MPPKVCL because of ignorance or negligence or any other reason attributable to the vendor, an amount equal to such loss or damage or liability shall be recoverable from the vendor.

7.13. Notwithstanding anything to the contrary, vendor's maximum aggregate liability under this agreement (regardless of the nature of any claim asserted, including contract, statute, any form of negligence whether of MPPKVCL, vendor'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.

7.14. The Applicant is not permitted to modify, substitute, or withdraw their Proposal after submission.

7.15. **The successful bidder up on appointment shall be required to sign an agreement with MPPKVCL, Indore containing overall terms and conditions which shall be binding on the firms.** (Draft of the Agreement is given as Annexure-A)

## **8. DETAILS OF BID AND EVALUATION PROCESS**

### **8.1. Bidding Process**

8.1.1. '**Single stage – Three Envelope**' bidding process shall be followed for selection of the firm

8.1.2. First Envelope shall contain EMD, Second Envelope shall contain 'Technical Proposal' (in two copies) and Third Envelope shall contain 'Financial Proposal' (in two copies)

8.1.3. All the three envelopes containing EMD/ Technical Proposal/ Financial Proposal shall be placed inside one Outer Envelope.

8.2. Method of bid-submission is detailed hereunder.

### **8.3. Earnest Money**

8.3.1. EMD (Earnest Money Deposit) for participation in the bid is **Rs 2000/-** (Rs Two Thousand Only).

**8.3.2. The Applicant shall deposit EMD through a Demand Draft drawn on any scheduled bank, in favour of Senior Accounts Officer, MPPKVCL Mandsaur, payable at Mandsaur.**

8.3.3. The Demand Draft in original shall be placed in the EMD envelope and the same shall be duly sealed by the Applicant. The envelope containing **EMD** must be clearly super scribed as **EARNEST MONEY**, and must contain Name and Address of the Applicant.

8.3.4. Offers submitted without EMD shall be summarily rejected.

8.3.5. EMD deposited in any other manner except as mentioned above, shall not be accepted and such offers shall be rejected.

8.4. The Applicant shall submit two copies (original + one) of their Proposals (Technical as well as Financial), in the format prescribed in the RFP documents, clearly marking each one as: "**TECHNICAL PROPOSAL - ORIGINAL**," "**TECHNICAL PROPOSAL - COPY**" and "**FINANCIAL PROPOSAL - ORIGINAL**,"

**FINANCIAL PROPOSAL - COPY".** In the event of any discrepancy between the original and any copy, the original shall govern.

8.5. The original and one copy of the Technical as well as Financial Proposals (PROPOSALS) shall be typed and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The person or persons signing the PROPOSAL shall initial all pages of the PROPOSAL.

8.6. Any interlineations, erasures or overwriting shall only be valid if the person or persons signing the PROPOSAL initial them.

8.7. The applicants shall place the original and one copy of the TECHNICAL PROPOSAL, along-with all required documents, in an envelope and seal and mark the envelope as "**TECHNICAL PROPOSAL**". Similarly, the applicants shall place the original and one copy of the **FINANCIAL PROPOSAL**, along-with all required documents, in a separate envelope and seal and mark the envelope as "**FINANCIAL PROPOSAL**".

8.8. The envelopes containing the "**EMD**", the "**TECHNICAL PROPOSAL**" and the "**FINANCIAL PROPOSAL**" shall be placed together in an outer envelope, and duly sealed by the applicant.

8.9. All the inner and outer envelopes shall;

8.9.1. be addressed to **S.E.(O&M) Neemuch** at the address provided above and;

8.9.2. Bear the contract name, the title "**Outsourcing of TDS/withholding Tax related /activities By MPPKVCL INDORE**" and the words "**DO NOT OPEN BEFORE DATE at TIME**".

8.9.3. Bear the name and address of the Applicant.

8.10. If the outer envelope is not properly sealed and marked as required, MPPKVCL will assume no responsibility for misplacement or premature opening the PROPOSAL.

8.11. Submission of PROPOSAL by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Applicant alone to ensure that its PROPOSAL is delivered at the prescribed address by the stated deadline.

## **9. LIST OF DOCUMENTS TO BE SUBMITTED WITH PROPOSAL**

9.1. **TECHNICAL PROPOSAL**

9.1.1. Covering letter as in **Annexure-1**.

9.1.2. Support information related to technical competence of the Applicant as specified in **Annexure 2 to 6**.

9.1.3. **Certified copies of the firm constitution certificate issued by the ICAI.**

9.2. **FINANCIAL PROPOSAL (Price Bid)**

Final proposal in the format provided in **Annexure-7**

## **10. BID OPENING**

10.1. As the bid evaluation will be in two parts (EMD/ technical, and financial) as indicated in the RFP, there will be two bid-opening events - (i) for the EMD/ Technical Bids and (ii) for the Financial Bids

10.2. Bid opening shall be in the presence of applicant's representatives who choose to attend. The Applicant's representatives, who are present, shall sign a register evidencing their attendance.

10.3. The main envelopes of the bids that have been received within due date and time of submission would be opened at **TIME** on **DATE** The Applicants' names will be announced at the opening.

10.4. No bid shall be rejected at bid opening, except for late bids, which shall be summarily rejected and not considered.

10.5. First of all, the outer envelopes of the received bids shall be opened. Thereafter, EMD envelopes shall be opened.

10.6. Technical Bids of only those Applicants will be opened, who have deposited DD in original towards required amount of EMD, in the EMD envelope. Bids of those Applicants who have not deposited proper EMD shall not be considered for further Evaluation.

10.7. The Financial Bids of only those Applicants, who are technically qualified during the technical evaluation, would be opened.

10.8. The date and time of opening of the financial bids of technically qualified Applicants will be at TIME on DATE at the address given below-

Superintending Engineer (O&M)  
MPPKVCL,  
Near Bhuteshvar Mandir,  
Neemuch, 458441

10.9. The guidelines in this sub-section will generally be followed by MPPKVCL officers at each such event. However MPPKVCL may deviate from these in specific circumstances if it feels that such deviations are unavoidable, or will improve speed of processing and consequent execution of works.

## 11. EVALUATION OF TECHNICAL BIDS

11.1. **Preliminary Scrutiny:** Preliminary scrutiny of the technical bid will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be *prima facie* rejected.

11.2. **Fulfillment of Minimum Eligibility Criterion:** The bids will be examined to ascertain whether they fulfill the minimum eligibility criterion as prescribed in clause-2. The bids of those applicants who do not fulfill minimum eligibility criterion shall not be taken into further consideration/ detailed evaluation.

11.3. **Substantial Responsiveness:** Prior to the detailed evaluation, MPPKVCL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. MPPKVCL will not allow any corrections in case of nonconformities.

11.4. **Waivers:** MPPKVCL shall waive minor infirmity; nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Applicant.

## 12. EVALUATION OF FINANCIAL BIDS

12.1. The Financial Bids of the technically qualified Applicants will be opened.

12.2. **Fixed Price Bids:** Only fixed price financial bids indicating total price for the deliverables will be considered.

12.3. **Arithmetical errors will be rectified as follows:** if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. However, if the amount quoted in words is not legible or not clear in meaning, the MPPKVCL may consider the amount quoted in figures as final. Such offers may also be rejected.

12.4. The bidder firm whose bid shall be the lowest shall be awarded the contract.

## 13. BID CLARIFICATIONS

During evaluation of the bids, MPPKVCL may, at its discretion, ask the Applicant for clarification on their bid.

**14. COST OF PROPOSAL**

The Applicant shall bear all costs associated with the preparation and submission of its PROPOSAL and **S.E.(O&M) Neemuch** will not be responsible or liable for these costs, regardless of the conduct or outcome of the selection process.

**15. LANGUAGE OF PROPOSAL**

The PROPOSAL prepared by the Applicant and all correspondence and documents related to the RFQ and PROPOSAL exchanged by the Applicant and **S.E.(O&M) Neemuch** shall be written in English. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by its translation in English, in which case, for purposes of interpretation of the RFP, the English translation shall govern.

**16. DISCLAIMER**

MPPKVCL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of RAO and/or any of its officers, employees.

**17. MISCELLANEOUS**

This document and the appendices constitute no form of commitment on the part of MPPKVCL whether in respect of the selection or otherwise. Furthermore, this RFP document confers neither the right nor expectation on any party to participate in the selection process. MPPKVCL reserves the right to reject any or all of the PROPOSALS, if it considers necessary to do so, and/or to withdraw from the selection process or any part of the selection process or to vary any of its terms at any time without giving any reason or incurring any liability thereto.

If any approval is necessarily required to be obtained from Institute of Chartered Accountants for taking up aforesaid assignment, it shall be obtained by the Applicant itself.

**18. SIGNING OF CONTRACT**

18.1. Successful applicant will be required to sign Contract with MPPKVCL, Indore on non judicial stamp paper of Rs 250/- (Draft of the contract is given as **Annexure-A**). Cost of stamp paper and revenue stamp to be affixed of agreement shall be borne by the applicant. MPPKVCL shall not reimburse these costs.

18.2. Failure of the successful Applicant to sign the contract within one month of intimation shall constitute sufficient grounds for the annulment of the award in such event the MPPKVCL may make the award to another Applicant or call for fresh bids.

18.3. Failure of the successful Applicant to sign the contract within one month of intimation shall constitute sufficient grounds for forfeiture of EMD deposited during bidding process.

**19. TERM**

19.1. The period of outsourcing work shall be one year & include filling of the return of four quarter's of FY **2023-24 & 2024-25**.

19.2. MPPKVCL reserves the right to extend the term of agreement for a further period of one year, at the same rate and terms & conditions.

**20. INVOICING & PAYMENT AND OTHER TERMS & CONDITIONS**

20.1. The Vendor shall invoice MPPKVCL for the Charges as laid out in the Main appointment letter which shall be issued to the successful bidder firm.

20.2. The total fees payable for the assignment over a period of year shall be as follows:

✓ 80% of accepted fees for "scope of work as defined in clause 4 of the RFP document" shall be released in every Quarter on pro-rata basis, subject to satisfactory progress of the work.

✓ Balance 20% of the accepted fees for "scope of work as defined in clause 4 of the RFP document" shall be released after expiry of 6 months from uploading of TDS return or after processing of return without any default whichever is later, subject to satisfaction of MPPKVCL Co. Ltd.

20.3. MPPKVCL will normally pay each valid invoice submitted by the Vendor within 45 Business Days from the date of receipt of the invoice by MPPKVCL or as per the queue.

20.4. 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.

20.5. If MPPKVCL receives an invoice which, acting in good faith, it reasonably believes is not correct, valid and/or properly due or where MPPKVCL, acting in good faith, otherwise disputes the appropriateness of such invoice, MPPKVCL 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 Vendor in writing

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

*Concerning Engineer (O&M)*  
**SINGNATURE OF CONCERNING OFFICER**  
**M. P. R. NEEMUCH 458 444**

**Annexure-1: Format for Covering Letter**

(On Applicant's Letterhead)

**Superintending Engineer (O&M)**  
**MPPKVCL**  
**Near Bhuteshwar Mandir**  
**NEEMUCH, 458441**

**Sub: Outsourcing of TDS/Withholding Tax related work of the S.E.(O&M) Neemuch**

Sir,

In response to the Notice Inviting Offers, dated ----- Issued by MPPKVCL INDORE, 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 MPPKVCL 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 MPPKVCL, 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 MPPKVCL 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:

Annexure -2: General Information  
(Format for submission with Technical-Proposal)

S.No	Particulars	Details to be Furnished
<b>Details of the Prime Applicant (Bidder)</b>		
	Name	
	Address of office	
	Telephone	
	Email	
	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	
<b>Details of the Authorized Person/ Partner</b>		
	Name	
	Address	
	Telephone	
<b>Details of the Partners</b>		
	Name of Lead Partner for the project	
	Experience in Years	
	Address	
	Telephone Email	
	Lead partner sits regularly at Indore office	Yes / No (Please confirm)
	Name of Other Partners for the Project	
	Name	
	Experience in Years	
	Address	
	Telephone	
	Name	

Experience in Years	
Address	
Telephone	
<b>Name</b>	
Experience in Years	
Address	
Telephone	
<b>Name</b>	
Experience in Years	
Address	
Telephone	
<b>Name</b>	
Experience in Years	
Address	
Telephone	

**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.

**Annexure -3: Summary of Relevant Experience**  
(Format for submission with Technical-Proposal)

Company Name: \_\_\_\_\_

No.	Item	Particulars
	Customer Name	
	Current status of the assignment - works in progress or completed.	
	Start date of assignment, contract tenure & value	
	Brief description of scope of consulting	
	Designing & implementation time	
	Relevance to the Project of Madhya Pradesh Paschim 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

#### Annexure-4: LEGAL INFORMATION

(Format for submission with Technical-Proposal)

Provide the following details for last three years for the Applicant.

a.i.a. Details of any occurrences of default on a contract, or disqualification or being barred from bidding:

a.i.b. Details of any Project/ work that the Applicant has failed to complete or has been terminated because of legal problems:

a.i.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:

a.i.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:

a.i.e. Details of any environmental offences, charges or penalties imposed on the Applicant or its subsidiary (ies) company/firm:

a.i.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.

#### a.i.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.

#### Annexure-5: 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 MPPKVCL INDORE, 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 MPPKVCL.

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

Title of Officer -

Name of Firm-

Date -

Place-

*Annexure-6: Deviation/ Deficiency Statement*

(Format for submission with Technical-Proposal)

*The Applicant shall provide the particulars of deviations and/or deficiencies from the RFP requirements:*

<b>RFP document reference</b>	<b>Exact description of deviation/ deficiency</b>	<b>Remarks, if any</b>

Further, it is certified that apart from the above, there are no other deviations and/or deficiencies in its response to the RFP document. No cognizance be taken of any deviations and/or deficiencies found elsewhere in the bid documents.

---

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

Title of Officer -

Name of Firm -

Date -

Place -

Annexure-7: Format of Price Bid

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

**Price Bid (Cost Sheet)**

Particulars	In Figures	In Words
<b>For Work as outlined under section 4</b>		
Basic Rates		
Taxes & Duties (Please give item wise details of each applicable tax separately)		
<b>Total</b>		
<b>Grand Total</b>		

**Note 1:** The proposal shall be submitted as a 'fixed price' quote for the deliverables specified in this document no other charges shall be paid on any account.

**Note 2:** All prices should be in INR and shall be specified in both figures and words.

**Note 3:** 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.

(To be signed by an authorized signatory of the Firm, along-with seal of firm)

Title of Authorised Signatory -

Name of Firm -

Date and Place -

**OVERALL AGREEMENT TERMS AND CONDITIONS**

THIS AGREEMENT is made on DATE

BETWEEN

1. and S.E.(O&M) MPVVKCL NEEMUCH (hereinafter referred as "MPPKVCL");
2. M/s ..... Chartered Accountants (referred as the "Vendor" or "Firm" hereinafter) having its Office at

**INTRODUCTION:**

B A Whereas the MPPKVCL wants the Vendor to provide certain TDS/withholding tax related services (as outlined under the heading 'Scope and Extent of Services' in the RFP / Main Letter, 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 B. And, whereas the Vendor has knowledge and experience in the provision of services in the area of Direct Taxation relating to TDS/ Withholding taxes to companies of the size and type of MPPKVCL. The Vendor acknowledges that MPPKVCL 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 MPPKVCL and/or the Vendor unless otherwise expressly provided and shall include that party's assignees;

**2. TERM**

This Agreement shall be applicable for the FY 2023-24, & 2024-25

2.1 MPPKVCL reserves the right to extend the term of agreement for a further period upto one year, at the same terms & conditions.

**3. SERVICES**

3.1 From the Service Start Date the Vendor shall provide the Services in accordance with the terms of this Agreement and Main Letter 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 MPPKVCL'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 MPPKVCL whenever the vendor becomes aware of and has reasonable grounds to believe that any failure on the part of MPPKVCL 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 MPPKVCL). The same shall apply to the vendor also.

## MPPKVVCL RESPONSIBILITIES

MPPKVVCL shall:

- 4.1 Use all reasonable endeavors 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;
- 4.2 Provide to the Vendor on a timely basis such information and documentation as the Vendor may reasonably require to provide the Services;
- 4.3 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;
- 4.4 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

The Vendor shall perform the Services in accordance with the Service Levels listed as part of the scope of services in the main letter.

If the Vendor fails to meet the Service Levels as per the scope of services, the Vendor shall as soon as reasonably practicable:

- 5.1 identify the cause of such failure;
- 5.2 take such action as is reasonably required to minimise the impact of the failure and to prevent it from recurring;
- 5.3 where possible, correct the failure; and
- 5.4 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 main letter.

## 7. INVOICING AND PAYMENT

The Vendor shall invoice MPPKVVCL for the Charges as laid out in the Main appointment letter which shall be issued to the successful bidder firm.

The total fees payable for the assignment over a period of year shall be as follows:

- 7.1 80% of accepted fees for "scope of work as defined in clause 4 of the RFP document" shall be released in every Quarter on pro-rata basis, subject to satisfactory progress of the work
- 7.2 Balance 20% of the accepted fees for "scope of work as defined in clause 4 of the RFP document" shall be released after expiry of 6 months from uploading of TDS return of last quarter of financial year subject to satisfaction of MPPKVV Co. Ltd. Certificate of satisfactory completion shall be required to be obtained from CONCERNED OFFICER NAME and annexed along with bill for balance 20% payment at the expiry of 6 month period from the relevant date.

MPPKVVCL will normally pay each valid invoice submitted by the Vendor within 45 Business Days from the date of receipt of the invoice by MPPKVVCL or as per the queue.

If MPPKVVCL receives an invoice which, acting in good faith, it reasonably believes is not correct, valid and/or properly due or where MPPKVVCL, acting in good faith, otherwise disputes the appropriateness of such invoice, MPPKVVCL 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 Vendor in writing.

Notwithstanding anything contained in clause 7.1 to 7.3 above, whenever MPPKVVCL acting in good faith, reasonably believes that the services provided by the vendor were not satisfactory, the MPPKVVCL shall have the right to wholly or partly withhold the payment or make appropriate deductions from the invoice of the vendor.

In case of dispute on any invoice, the dispute resolution procedure, as outlined below, shall apply

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.

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.

## REGULATORY REQUESTS

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 MPPKVCL's Authorised Representative promptly in writing and shall provide reasonable assistance to MPPKVCL in dealing with the requests.

The Vendor will only release such information to the Regulatory Authority after:

- 8.1. providing a copy of the information to MPPKVCL; and
- 8.2. receiving MPPKVCL's written consent to the release,

Except that the Vendor shall not be obliged to obtain MPPKVCL'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

*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. strikes or other industrial action by employees of MPPKVCL or the Vendor; or
- 9.2. 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).

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).

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

- 9.1. 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;
- 9.2. 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. Notify the other as soon as it becomes aware that the Force Majeure Event has stopped.

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).

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

## 10. CONFIDENTIALITY

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.

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.

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).

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 MPPKVCL pursuant to this Agreement without the prior written consent of the other party.

The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

## DISPUTES

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.

The Dispute will be dealt with by the parties pursuant to the following escalation procedures (the "Escalation Procedures"):

11.1 In the first instance, the Dispute will be referred to the concerned S.E. (O&M) for resolution; if the S.E. (O&M) 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 CE/ED (MPPKVCL).

11.2 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 12.2. For the avoidance of doubt, any communications between the parties arising out of or in connection with Clause 12.2 will be without prejudice and will be treated as confidential.

## 12. PENALTY

12.1 In case of total or partial non performance of any services as stipulated in the contract, the MPPKVCL Co. Ltd shall either disallow any claim of the vendor which pertain to rendering of such services or if any such amount has been paid already, to recover such paid amount from any other sum payable to the vendor.

12.2 Without prejudice to the terms and conditions contained in the agreement / contract if MPPKVCL suffers, or is likely to suffer, any loss or damage, or if liability of any kind is imposed or likely to be imposed on MPPKVCL because of ignorance or negligence or any other reason attributable to the vendor, an amount equal to such loss or damage or liability shall be recoverable from the vendor.

## 13. TERMINATION

MPPKVCL 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.

In addition to any other rights it has under this Agreement, MPPKVCL 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

The Vendor acknowledges that it is critical for MPPKVCL to have continuity of the Services. To ensure the orderly transfer of the Services either back in house to MPPKVCL or to a Replacement Service Provider, MPPKVCL relies significantly on the Vendor fulfilling its obligations under this Agreement.

Within 30 days after the Service Start Date, the Vendor shall prepare a draft Provisional Exit Plan and submit that plan to MPPKVCL for its approval. MPPKVCL shall provide such reasonable information and assistance to the Vendor as may be necessary for the preparation of the Provisional Exit Plan. MPPKVCL shall within fifteen days of receipt of the draft Provisional Exit Plan provide its comments on the draft Provisional Exit Plan.

If necessary the parties may meet to discuss MPPKVCL's comments and the Vendor will then as soon as reasonably possible prepare a revised Provisional Exit Plan, which addresses MPPKVCL's comments with which it agrees and submit it to MPPKVCL for approval. This Exit Plan would detail out the services the vendor would provide prior to termination/expiry of the Agreement ensuring full benefit to MPPKVCL.

Once MPPKVCL has approved in writing the Provisional Exit Plan, it will form part of this Agreement but shall (for the avoidance of doubt) only apply on termination or expiry of the Agreement.

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.

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

SIGNED by CONCERNED OFFICER NAME

CONCERNED OFFICER DESIGNATION

duly authorised for and  
on behalf of MPPKVCL

SIGNED by

Proprietor / Partner

duly authorised for and  
on behalf of the M/s .....

Date: