

BLOCK NO. 9, SHAKTI BHAWAN, VIDYUT NAGAR: RAMPUR: JABALPUR (M.P.)- 482008
Phone No. 0761 - 2702615, E-MAIL: mppgclac09@gmail.com
Fax No. 0761 - 2665805 Website: www.mppgenco.nic.in

No.: C.F.O./MPP.G.C.L./2170/Jabalpur, Dtd. 16 FEB 2024

Subject: - Enquiry for Appointment of Tax Consultant on Retainer ship basis.

1. MP Power Generating Company Ltd, Jabalpur (MPPGCL), is the State owned power generating company of Madhya Pradesh with its Headquarter located at Jabalpur having its running Thermal & Hydel power stations located at various locations in the state of Madhya Pradesh out of which some Hydro stations have share with neighboring States of Rajasthan, Maharashtra and Uttar Pradesh as well as have sharing in some hydro power stations located in other state intends to initiate the process of selection of Tax Consultant on retainer ship basis.
2. MPPGCL is issuing this "Enquiry" for inviting proposals from eligible Chartered Accountants/ Chartered Accountants Firms / Cost Accountant / Cost Accountant Firms to select a "Bidder/Consultant Firm" for working out acceptable solution and carrying out required works on Retainer ship basis. The MPPGCL would enter into a contract (hereinafter referred as "The Contract") with selected "Bidder/Consultant Firm" (hereinafter referred as "The Consultant Firm") to complete the specified works (hereinafter referred as "The Scope") within the time limits (hereinafter referred as "The Period of Contract").

3. **SCOPE OF WORK:-** The broad Scope of the exercise are:

3.1.1. The Scope is covered in the subheads below:

- i. The Consultant Firm shall be required to get the assessment of Income Tax of the company by appropriate Authorities for all Annual Accounts and ITR filed during the tenure of contract which may also be pertaining to prior periods. This includes attending the Assessment before IT authorities, filing of ITR, preparation of reply, filling of appeals, filling for stay order or any other requirement till completion of Assessment during the Contract period.
- ii. In case any notice/queries relating to Tax matters is received by MPPGCL from Income tax authorities, The firm will be required to present the Company's stand before the Tax Authorities on behalf of the Company for which company will issue authorization letter.

For point No.3.1.1(i) and 3.1.1(ii) as mentioned above, company will provide internal documents and other relevant records for

O/o Chief Financial Officer, MPPGCL
Phone No. 0761 - 2702687

E-Mail - mppgclac09@gmail.com

preparing representation letter. It will be the responsibility of the firm to prepare representation letter substantiating company's stand and supporting the representation with relevant case laws and other judgments.

The representation should be done on firm's letter head and signed by the FCA/FCMA Partner of the firm after discussion with company officials and briefing the officials about the opinion of the firm based upon the various judgments and case laws. FCA/FCMA Partner should appear in hearing in requisite mode before IT Authority however, in case of non-availability of FCA/FCMA partner the ACA/ACMA partner may appear before the IT authority under intimation to the officer In-charge. However, the representation letter will invariably be signed by the FCA/FCMA Partner.

- iii. Consultant firm should impart quarterly training at Head Office on any update/changes relating to Income tax and any other direct tax that may become applicable on Company. Consultant firm should circulate the following:-
 - a. Taxation rates as amended from time to time.
 - b. Due dates for payment of tax
 - c. Procedure for tax calculation and deposit of the same.
- iv. Consultant firm should provide opinion on issues raised by any office of the company on Income Tax matters.
- v. Firm will be required to provide and prepare necessary information, as and when required by Statutory Auditors, Tax Auditors, Internal Auditors or C&AG Auditors or any other person relating to Income tax matters.
- vi. The Consultant firm's representative should visit HQ, RAO and any other place as and when required.
- vii. The Consultant Firm shall be required to assist MPPGCL in Tax planning, assessing its tax positions etc. as and when required including advance Tax planning
- viii. Firm will be required to File Income Tax Return (ITR) of the Company and preparation of Income Tax computation during the period of contract.

- ix. The Consultant Firm will be required to file SFT return of MPPGCL and any other form & Return required to file related to Direct Tax matter.
- x. Compliance of Direct Tax like Income tax, and any other taxes which may become applicable on company during the tenure of the Contract.

It is to be clarified that during the currency of the contract for any matter as explained above, The FCA/FCMA partner of the firm shall be required to assist the company.

4. **COMMERCIAL TERMS:-**

4.1. **Prices :-** The quoted prices shall be FIRM & Goods and Service Tax (GST) shall be indicated in price schedule enclosed as Check list - IV. No other tax / duties / Charges except Goods and Service Tax (GST) shall be paid extra on actual basis. The quoted prices shall be loaded with prevailing rate of GST, for evaluation purposes. However, GST shall be paid as per actual. In case it is mentioned that GST is not applicable or quoted Zero then the rate shall be considered as inclusive of GST and shall not be paid extra. Incase GST is replaced by any other tax as per statute , the same shall be paid extra. In case any other taxes become leviable in future period, same shall be borne by the firm.

4.2. **Travelling and other Expense:** The firm will be entitled for reimbursement of travelling expenses only of its personnel in the following manner:

- a. No accommodation and local conveyance will be provided at Head office. However, at RAO accommodation will be provided subject to availability at no cost.
- b. In case the Firm is required to visit any place on request of the Company where Company's RAO is not located, then accommodation and local conveyance fare will be reimbursed by MPPGCL as equivalent of Class I officers of the rank of Executive Engineer.
- c. For journey (To & From) from Jabalpur to RAO's of MPPGCL or any other location as per requirement of the Company, AC-II train ticket or Bus fare shall be admissible on production of tickets which will be reimbursed subsequently.

Our RAOs are located on the following locations:-

- a. ATPS Chachai :- Near Amlai Railway Station, in District Anoopur.
- b. STPS Sarni :- Near Ghoradongri Railway Station, in District Betul.
- c. SGTPS Birsinghpur :- Near Pali Railway Station, in District Umariya.
- d. Shri Singaji, Thermal Power Project Dongalia Distt. Khandwa.
- e. Tons: - (Looking after account of all four Hydel power stations) about 40 km from Rewa district.
- f. COG&HS (looking after all hydro power stations except Tons complex) and HQ are located at Jabalpur.

5. **PAYMENT:** - The payment shall be made on submission of bill and self certification of the work done on monthly basis in triplicate within 45 days or as per queue whichever is later. No interest will be payable on delayed payments. Payment net of TDS as applicable shall be released. The Total fees shall be payable as follows:

- a. 80% of the Total Fees shall be released after end of each month on pro-rata basis for a period of 12 months subject to satisfactory progress of the work.
- b. Balance 20% of the Total Fees shall be released after Completion of contract period of 1 Year.

6. **BASIS OF SELECTION:-** The price bid of the firms meeting qualifying requirements of past experience and financial viability as elaborated in subsequent para of this Enquiry shall be opened on due date of opening. The lowest offer for Tax Consultant shall be computed on total quote of the Firm including GST, and entitled for appointment Tax Consultant on Retainer ship basis. If in case of more than one firm have quoted same lowest rate, in this situation below mentioned criteria will be used for evaluation of L1:

Highest sum of gross professional receipts of the firm of FY 2021-22 and FY 2022-23 as per ITR or audited P&L will be considered to be lowest L-1 bidder.

7. **Procedure for Submission of Bids:** The offers should be submitted in the following manner:-

- a. The offers should be submitted in one main envelop duly super scribing the following:
 - i. **Please do not open because it contains Enquiry document.**
 - ii. Name of the Enquiry **"Appointment of Tax Consultant on Retainer ship basis-**

iii. **Due Date of Opening**

iv. **This envelop contains following envelops**

- a) **Sealed Envelope I :- Containing Mandatory documents**
- b) **Sealed Envelope II :- Containing Price –Bid**
- c)

I. Sealed Envelope I- Mandatory Documents as mentioned below:-

a) **It should super scribe that it contains the “Offer against Appointment of Tax Consultant on Retainer ship basis- Containing Mandatory documents ”**

b) Prequalification Requirements

- i. The Chartered/Cost Accountant Firm should be in practice for 10 years as on 31.03.2023. Copy of latest Registration Certificate issued by ICAI to the Firm on 1st April 2023.
- ii. The Chartered/Cost Accountant Firm should have at least one Fellow Chartered/Cost Accountant (FCA)/FCMA partners having minimum 3 year Experience post their becoming FCA/FCMA as on 31.03.2023. Experience certificate of FCA's/FCMA's of the firm should be submitted.
- iii. The professional receipts of the firm should be at-least Rs. 20 lakh taken together in FY 22 and FY 23. The firms should submit copy of IT Returns for FY 22 & FY 23 or Audited Balance Sheet & Statement of Profit and Loss with UDIN in support of the Turnover, in case firm is not under compulsory audit then firm has to submit copy of IT Returns/ Forms for FY 22 & FY 23 for verification of Turnover and Turnover certificate with UDIN.
- iv. The Chartered/Cost Accountant Firm should have its Headquarter situated at Jabalpur.
- v. The Firm should have experience in Electricity Utilities (Generation, Transmission, Distribution) for Direct Tax Consultancy in respect to scope of work in this tender (Refer clause 3). The firm must have executed at least one work order in the Direct Tax Consultancy of similar scope of work in Electricity Utilities (Generation, Transmission, Distribution) for last three Financial year i.e. 1st April 2020 to 31st March 2023. The Order copy must be submitted in this regard.

- vi. Signed copy of Commercial Details of Firm for prequalification criterion as per **Checklist I** and requisite documents mentioned therein.
- vii. A self-certification that neither the partners nor the firm in any manner have been disqualified by respective Institute for undertaking the subject assignment on the date of offer as per **Checklist II**.
- c) Please note that offers not meeting the prequalification requirements as above are liable to be rejected.
- d) **Declaration Certificate:-** A certificate (**Checklist III**) that all the terms and conditions of the Enquiry of MPPGCL are acceptable and there is no deviation. Please note offers submitted with deviations are liable to be disqualified.

II. Sealed Envelope II- Price Bid:-

- i. Please Super-scribed on it **"The envelop contains the Price Bid"**
- ii. The rates should be quoted in **Checklist IV**.

All the envelops should be properly sealed and then enclosed in the main envelop, duly super scribing the details of the enquiry, due date of opening and shall be submitted in the O/o CFO, Block No 9, Shakti Bhawan, Rampur, Jabalpur up to the schedule date and time of submission of offer. MPPGCL shall not own any responsibility for the offers not received due to delay in transit, early inadvertent opening of offers due to non-super scribing of the above details/finding of unsealed envelop. Offer received late / through fax / email etc. shall not be considered.

8. **PERIOD OF CONTRACT:** - The period of Contract shall be for Twelve months, starting from date of commencement of work. In this period the firm shall be required to perform as per the scope of work as stipulated above in clause 3.

9. **PENALTY:** Penalty will be liable as under:

- a. 0.25% per day of the Monthly Fees payable from the date of each default till the default continues*.

*"Default" includes- Not attending any Income Tax Assessment by the Consultant Firm, Non preparation of replies to notices / queries raised by Income Tax authorities, Non providence of advice on tax matters whenever required or any other matter as per scope of contract. The **decision of OIC** in this regard **shall be final**.

- b. Further, if MPPGCL suffers, or likely to suffer, any loss or damage, or if the liability of any kind is imposed or likely to be imposed on MPPGCL because of

ignorance or negligence or any other reason attributable to the firm, an amount equal to such loss or damage or liability **subject to the contract value** shall be recoverable from the firm. In case of dispute between firm & OIC the decision of MD, MPPGCL shall be final and binding on both the firm & OIC.

10. **OFFICER IN CHARGE:-** Sandeep Goswami Dy. Director (A/c) shall be the officer in charge for the contract. For all day to day and routine matters covered under the scope of this contract, clarification if any may be sought from him. His guidance / suggestion and opinion shall be final in normal course of the contract. In case of any major conflict of opinion, the matter may be discussed with Chief Financial Officer, MPPGCL.
11. **TERMINATION OF CONTRACT:** Company reserves the right to terminate the Contract at any stage without assigning any reason to the firm. It may be ensured that the agreement is carried out only through employees / Partners of participating firm. If it comes to our notice that the assignment has been carried out by any other firm/person, the appointment is liable to be cancelled.
12. **RISK AND PURCHASE:** MPPGCL at its option will be entitled to terminate the contract and get the work executed through another Firm at the risk and cost of the Consultant Firm either the whole or part of the service thereof which the Consultant Firm has failed to deliver or provide at the stipulated time.
13. **DISPUTES :-** In case of any / all disputes arising out of this contract, which could not be resolved mutually by the Firm and Chief Financial Officer, MPPGCL, the matter may be decided by a Competent Court at Jabalpur only.
14. **COMPENSATION:** During the course of order execution if engaged personnel of the firm met any accident at HQ or at RAO / Site Offices payment of compensation to its personnel shall be sole responsibility of the firm. Company in no manner shall be held responsible for any such accident and compensation payable to engaged personnel on account of the same.
15. **CONFIDENTIALITY:** The Consultant Firm shall treat all the matters in connection with contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents etc. given to him by MPPGCL without prior approval of MPPGCL.

16. **VALIDITY:** The offer shall be valid for a period of 180 days from the date of opening of Price Bid of Enquiry.

17. **OTHER TERMS AND CONDITIONS:**

- i. The representation shall be made by the FCA/FCMA partner of the Firm. If the FCA/FCMA partners are not available, the firm shall nominate ACA/ACMA under intimation to the officer In-charge to represent the company before IT Authority.
- ii. Under normal circumstances 7 days of time period will be provided for reply to any assistance/opinion asked. However, in special cases this may change as per the demand. Reply via e-mail will be considered satisfactory. However, confirmation by post will be required. If the firm fails to reply to notice within the said time period penalty clause will be applicable.
- iii. The firm is appointed to carry out the work as mentioned in the Scope of Work.
- iv. Statutory fee for filing of Application or appeal with Tax Authorities, if any, shall be reimbursed by MPPGCL on production of relevant supporting.

18. **SUBMISSION AND OPENING OF OFFERS:**

- a. Your offer in the desired manner must be submitted on before 15:00 HRS on 14-03-2024. The same shall be opened on the same date at 16:00 HRS onwards in presence of the representative, who wishes to witness the process of opening. Company is not liable for any delay in submission by whatsoever means.

If last date of submission is declared holiday then the next working day will be considered as a last date, of submission at same time.

- b. The offers must be submitted in the Annexures as specified in this enquiry document.

19. **DISQUALIFICATION:**

- I. If the firm fail to meet the minimum qualification criteria as specified.
- II. If the firm's offer is submitted with deviation in terms and conditions.

III. MPPGCL may in its own sole discretion, and at any time during the evaluation process, disqualify any applicant, if the applicant has:

- i. Submitted the proposal after the deadline fixed.
- ii. Made misleading or false representation in the forms.

IV. Notwithstanding to any provisions, MPPGCL reserves the right to reject any / all the offers and/or scrap this Enquiry, without assigning any reason.


(Rupesh Shah)
Chief Financial Officer
MPPGCL Jabalpur.

Commercial Details of Firm for prequalification criterion of firm

1	Full Name of the firm as per Registration certificate no. with ICAI		
2	Location of Head Quarter and Branches		
3	Full Address of Head Quarter	Name of the Person	
		Contact Phone Numbers	
		Postal Address of Office	
		e-mail id	
4	Details of Jabalpur branch	Name of the Person	
		Contact Phone Numbers	
		Postal Address of Office	
		e-mail id	
5	Details of Registration Certificate issued by ICAI [1]		
6	Details of FCA/FCMA partners [2]		
7	Details of Experience of FCA/FCMA partners[3]		
9	Details of Annual Turnover[4]	Year	Annual Turnover in Rs. as shown in P&L Account/ ITR/Form and Turnover certificate
		FY 21-22	
		FY 22-23	
10	Details of Employees / Staff		
11	Whether firm Registered in MSMEDA? If yes provide self signed copy of registration in MSMEDA.		
12	Any other detail, if wish to provide		

1. Please enclose the self attested copy of latest Registration certificate issued by ICAI on 1st April 2023
ICAI means Chartered & Cost Accountant Institute

2. Please intimate Names and Details (ICAI registration no. etc.) of all the FCA/FCMA partners of the firm.
Certificate of Practice and period of partnership. You may annex these details in separate sheet.

3. The documentary evidence in the form of Letter of appointments in the name of FCA/FCMA partners
.Incase the FCA/FCMA partner has been working in Proprietorship/Partnership Firm, then self certification and record from ICAI may be submitted. For the purpose of experience, 31.03.2023 will be taken as cut off date. Offers not meeting the prequalification requirement as above are liable to be rejected. The name of FCA/FCMA partners should appear in Registration certificate issued to firm by Institute as on 1st April 2023. Self Attested copy of Registration Certificate shall be provided.

4. Audited P&L and Balance sheet/ITR/Form and Turnover Certificate for past two years (FY 22 & 23) may
please be submitted to prove the minimum financial capability criteria. The turnover towards professional fee shall be considered for evaluating eligibility.

Certificate

It is to certify that neither the partners nor the firm in any manner have been disqualified by respective institute for undertaking the subject assignment.

Authorized Signatory of The Firm

Name :-

Signature:-

Seal of the Company:-

DECLARATION CERTIFICATE

I/ we _____

Hereby certify that all the information and data furnished by me/us with regard to this **Tender No..... dated.....** are true and complete to the best of my/our knowledge.

I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of contract.

I/We do hereby also declare that during the tenure of Contract, guideline issued by Income Tax Act from time to time shall be automatically applicable to the contract.

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

I further certify that all the terms and conditions of the tender of MPPGCL are acceptable and there is no deviation.

I, further certify that I am the duly authorized representative of the under mentioned Consultant Firm and a valid power of attorney to this effect is also enclosed.

(Signature & seal of authorized signatory)

Rate Schedule

S. No	Scope of Work	Particulars	
1	Name of the Firm		
2	Lumpsum Amount for Tax Consultant on Retainer ship basis	In Figures (Rs.)	
		In Words	
3	GST In Rs.		
4	Other Charges	No other charges shall be payable.	
5	Total Cost[2]	In Figures (Rs.)	0
		In Words	

Authorized Signatory of The Firm

Name:-

Signature:-

Seal of the Company:-

[1] GST is to be paid extra. Incase of any ambiguous / conditional statement, loading of present rate of GST shall be made for bid evaluation purposes. In case it is mentioned that GST is not applicable or quoted Zero then the rate shall be considered as inclusive of GST and shall not be paid extra. However payment of GST will be made at actuals.

[2] In case of any discrepancy in the amounts mentioned in figures and words and/or in case of breakup and totals, lowest of them shall be considered for evaluation and contract purposes. The lowest of these prices quoted by the firm shall be binding on the firm.