

**Tender Document for**  
**Selection of Indirect Tax Consultant for**  
**CMPDI Ltd.**  
**(Only through e-Tender mode)**



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## SECTION-1

### E-TENDER NOTICE (NIT)

No: CMPDI/HQ/FIN/TAX/CE/2017-2018/E-15984

Dated: 14.03.2017

#### 1.1 INVITATION TO OFFER/TENDER

Digitally signed and encrypted e-Tenders are invited under Two-Part system on the e-Procurement portal of Coal India Limited (CIL) (<http://www.coalindiatenders.nic.in>), from reputed and experienced Consultancy Firms/Companies for the following services:

Tender No.	Description of services	Contract Period
CMPDI/HQ/FIN/TAX/CE/2017-2018/E-15984	<b>Selection of Indirect Tax Consultant for CMPDI Ltd.</b>	One Year (Twelve Months)

**Note:** There is no Application (document) Fee. The bid documents will be available on the following website(s) and can be downloaded by the Bidder as per the time schedule of the tender as given in Clause 1.2.

- a) <http://www.cmpdi.co.in>; and  
b) <http://www.coalindiatenders.nic.in>

#### 1.2 TIME SCHEDULE OF TENDER

Sl. No.	Particulars	Date	Time (Hours, IST)
1	Tender e-Publication date	As available on the website: <a href="http://www.coalindiatenders.nic.in">http://www.coalindiatenders.nic.in</a>	
2	Document download start date		
3	Document download end date		
4	Bid Submission Start date		
5	Bid Submission End date		
6	Start date for seeking Clarification on-line		
7	Last date for seeking Clarification on-line		
8	Bid Opening date (Part-I)		

#### 1.3 USER PORTAL AGREEMENT

The Bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of Bid document, undertakings and the e-Tendering system through e-tender website address <http://www.coalindiatenders.nic.in> in order to become an eligible Bidder. This will be a part of the agreement.

## 1.4 ELIGIBILITY CRITERIA

Qualification criteria for selection of tax consultants at CMPDIL

Sl. No.	Criteria	Total Marks	Award of marks details	Documents to be submitted duly self-authenticated
1	Bidder (Firm/LLP/ Company) has been in existence (in terms of no. of years)	5	5 marks for 10 years or more, 0.5 marks for each year of experience for less than 10 years	Certificate of incorporation of the bidder
2	Bidder (Firm/LLP/ Company) with relevant experience in dealing as Indirect tax consultant, assessment of companies (i.e. body corporate).	25	25 marks for 10 years or more, 2.5 marks for each year of experience for less than 10 years.	Engagement letter for Indirect tax related matters from the clients for each of the years
3	No. of clients (company) where the bidder has provided Indirect taxation services in the last 3 years	30	As detailed in ANNEXURE - A7:	Engagement letter for Indirect taxation services from the clients and Annual Report/Annual Accounts of the clients
4	Head Office/ Branch office at Kolkata & Delhi	5	Full marks for a head/branch office at Kolkata & Delhi, Otherwise Nil.	Address of the head/branch Office along with contact details of the partners/ associates working there. Enclose documentary Evidence.
5	Experience of person Employed full time as dealing partner/ manager in the firm.	15	15 marks for 10 years or more, 1.5 marks for each year of experience for less than 10 years	Certificate from the employer/previous employer clearly stating his engagement in Indirect taxation matters during the last 10 years.
6	No. of CA/ICWA/CS/ LLB employed full time dealing in Indirect taxation matters in the firm	20	2 marks for every employee qualified as per the criterion	Documentary details of the employee, qualifications indicating membership number (Institute certificate) and post held in the firm.

Minimum qualification marks will be 80 for opening price bid.

## 1.5 SUBMISSION OF DOCUMENTS

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the evaluation takes place will only be considered. If the Bidder uploads any other document, it will be given no cognizance.

**The scanned copies of following documents to be submitted by the Bidder on-line while submitting bid under Cover-I (Part-I).**

Sl. No	Submission of Documents related to Eligibility Criteria.	Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Legal Status of the Bidder	Certificate of incorporation of the bidder.
2	Bid application and Acceptance of Bid Conditions	Copy of Bid application and Acceptance of Bid Conditions on Bidders letter head as per format at ANNEXURE - A1: Section-5.
3	General Information	a. Filled up Format at ANNEXURE - A6: Section-5. b. Undertaking that the Bidder is not blacklisted by Govt./PSU.
4	Bidder (Firm /LLP / Company ) with relevant experience in dealing as Indirect tax consultant, assessment of companies (i.e. body corporate).	Copies of Engagement letters for Indirect tax related matters from the clients for each of the years containing the information as furnished by the Bidder online (in the Technical Parameter Sheet(TPS)), showing the requisite qualification requirements, issued by the client and other relevant documents, as under Clause 1.4 (2) & (3);
5	Experience of person Employed full time as dealing partner/ manager in the Firm.	Certificate from the employer/previous employer clearly stating his engagement in Indirect taxation matters during the last 10 years. for which the information has been furnished online in the TPS;
6	Head Office/ Branch office at Kolkata & Delhi	Address of the head/branch Office along with contact details of the partners/ associates working there. Enclose documentary Evidence.
7	Valid Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax department, Govt. of India
8	Certificate of registration with Service tax/GST department (PAN based)	Certificate of registration issued by Service tax department in favour of the Bidder.
9	No. of CA/ICWA/CS/ LLB employed full time dealing in Indirect taxation matters in the firm	Documentary details of the employee, qualifications indicating membership number (Institute certificate) and post held in the firm.

<b>Sl. No</b>	<b>Submission of Documents related to Eligibility Criteria.</b>	<b>Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)</b>
10	Authorization for Digital Signature Certificate	a) If the Bidder himself is the DSC holder bidding on-line then self-declaration of the Bidder to this effect. OR b) if the DSC holder is bidding online on behalf of the Bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the Bidder.
11	Undertaking on Bidder's letter head in support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given as per the format at ANNEXURE - A2: Section-5 of NIT. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
12	Any other document to support the qualification information as submitted by the Bidder online	
<b>Note: Only one file in pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against eligibility criteria may also be attached by the Bidder in the same file to be uploaded against respective eligibility criteria.</b>		

#### **1.5.1 SUBMISSION OF BID**

All the Bids are to be submitted online and on the e-procurement portal (<https://Coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). No Bid shall be accepted offline.

**1.5.2 The Bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT, including Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.**

**1.5.3 The Bidder shall upload the bids along with all the supporting documents in the e-procurement portal within the scheduled date of tender submission. The Bidder should strictly comply with following instructions:**

- i) The Bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I (Part-I) and Cover-II (Part-II).
- ii) Two parts of the Bid should contain the details as follows:

#### **Cover-I/ Part-I (Technical Bid)**

- Bid application and acceptance of Bid conditions format at ANNEXURE - A1:Section-5

- Technical details of the Bidder along with information on Eligibility criteria as detailed in Clause 1.4 hereof shall be provided in Technical Parameter sheet (TPS) in Excel format.
- Filled in other required documents i.e. formats at ANNEXURE - A3:ANNEXURE - A4:
- Necessary scanned documents as elaborated in Clause 1.5.

#### **Cover-II/ Part –II (Price Bid)**

- Prices only in the Excel format as indicated in the Bid document.

#### **1.5.4 Digital Signature Certificate (DSC)**

In order to submit the Bid, the Bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.

#### **1.5.5 Bid Application**

The format of Bid application ((LOB format at ANNEXURE - A1:Section-5) will be downloaded by the Bidder and will be printed/typed on his letterhead. The scanned copy of this document will be uploaded in .pdf format and will be digitally signed during bid submission in Cover-I. This will be the covering letter of the Bidder for his submitted Bid. The content of the “Bid application” uploaded by the Bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Bid application uploaded by Bidder as compared to the format of Bid application with NIT document, then the Bid will be rejected.

#### **1.5.6 Information on eligibility criteria**

All necessary information, as detailed under at Clause 1.4 above, will be required to be uploaded in the links Cover-I.

#### **1.5.7 Technical Parameter Sheet (TPS)**

The Bid containing technical parameter sheet (TPS) in Excel format will be downloaded by the Bidder. They will fill all the cells of Excel file as per instruction given therein. Thereafter Bidder will upload the same file during Bid submission.

#### **1.5.8 Price Bid (Part-II)**

The Price Bid in Excel format will be downloaded by the Bidder and they will quote the Price on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The Price Bid of Bidder will have no condition. The Price Bid which is incomplete and not submitted as per Instructions given above (and also online) will be rejected.

Any alteration/modification in the Excel format may lead to rejection of bid.



***The rates quoted by bidder shall be inclusive of all Taxes but excluding Service Tax. The excel sheet will compute the Service Tax as per predefined logic.***

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Service Tax Status from the following list given in the BOQ:

The bidder should be either a **Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate,**

**OR, Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate,**

**OR, A Body Corporate,**

**OR, Other than above three categories.**

**NOTE:**

- (i) A Small Service Provider is one whose aggregate value of taxable service rendered by a provider of taxable service from one or more premises, does not exceed Rupees Ten Lakhs in the preceding financial year.
- (ii) Body Corporate i.e. a Company registered under Companies Act, 1956.
- (iii) Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship, Partnership and LLP. Offer by forming consortium / JV will not be considered
- (iv) When a bidder has been awarded the work on the basis of being a Small Service Provider getting exemption from payment of Service Tax (as per status chosen by the bidder), no Service Tax will be reimbursed to them in the event of bidder's total turnover of taxable services from all sources exceeding the threshold limit of exemption during the tenure of this contract.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

**METHODOLOGY FOR RANKING OF BIDDERS (PRICE BID ONLY):**

The competitiveness of the bidders will be decided on the basis of *“Cost to the Company”* which will be as follows:

Services where CENVAT CREDIT is available to CMPDIL, the Cost to Company will be calculated as under:

***Quoted Price (Without impact of Service Tax)***

***Add: Swatchha Bharat Cess (SBC) payable by the Bidder.***

Present rate of Service Tax, SBC & KKC are 14%, 0.5% and 0.5% respectively.

**NOTE: Contract value will be quoted Price (Without Impact of Service Tax)**

**Add: Service Tax, SBC, KKC payable by the bidder.**

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

The applicable rate of Service Tax, for this tendered item is given below:

Type of Service Contract	DOMESTIC BIDDERS								
	% value of work on which service tax is payable by both the bidder & CMPDI.	STATUS OF THE BIDDER							
		I). Small Service Provider and exempted from Service Tax Registration and /or exempted from payment of Service Tax but a Body Corporate		II). Small Service Provider and exempted from Service Tax Registration and /or exempted from payment of Service Tax but not a Body Corporate		III). A Body Corporate		IV). Other than 03 (three) categories i.e. (I), (II) and (III) as mentioned in tabular format	
		% of Service Tax		% of Service Tax		% of Service Tax		% of Service Tax	
		Bidder	CMPDI	Bidder	CMPDI	Bidder	CMPDI	Bidder	CMPDI
1	2	3	4	5	6	7	8	9	10
Services without Reverse charge mechanism (Domestic bidders)	100	Nil	Nil	Nil	Nil	15.00	Nil	15.00	Nil

Tenderers should quote their rates excluding the impact of Service-Tax.

The Tenderer (Service Provider) will have to raise Service Tax Invoice for claiming the amount of Service Tax. Such bills should necessarily contain Contractor's Service Tax Registration Number.

The Bidder shall bear all costs associated with the preparation and submission of the bid and CMPDI will in no case be responsible and liable for those costs.

It is the Bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at Bidder's premises to access the e-tender portal. Under no circumstances, CMPDI shall not be liable to the Bidders for any direct/ indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.5.9 If number of bids received online is found to be less than three on the Bid submission End Date, then the following critical dates of the tender will be automatically extended initially for a period of two days, through corrigendum to be issued before bid opening. If the number of bids still remains less than three then the critical dates will be further extended for another five days:

- i) Bid Submission End Date
- ii) Bid Opening Date

In this extended period any new Bidder can submit his tender online. However, the existing Bidder(s) will be allowed to modify their submission as per provision of Clause 1.8. If any of the above extended dates falls on a Holiday, i.e. a non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day. This extension will be also applicable in case of non-receipt of any bid.

**Notes:**

1. The validity period of the bid should be decided based on the final Bid Submission end date.
2. The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during tender opening, technical evaluation or further process of evaluation resulting into total number of valid bids becoming less than three.)
3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended Bid Opening date.

**1.6 BID OPENING AND EVALUATION**

- a) The Bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process and Technical Parameter Sheet (TPS) in excel format for technical evaluation.
- b) Part-I/Cover-I documents shall be decrypted and opened on-line, on the prescheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions. The Bidders can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” Link. Thereafter, the Part-I (Cover-I) Bid shall be evaluated based on the information furnished by the Bidders on-line in accordance with Clause 1.4 of NIT (Eligibility Criteria).
- c) TPS will be scrutinized by Tender Committee members of CMPDIL based on the uploaded documents. The summary of Tender Committee recommendation of the Techno-Commercial Evaluation will be made available on the portal.
- d) Shortfall Documents:

CMPDIL may ask for shortfall documents during the evaluation of the bids. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, will not be considered by CMPDIL.

These documents may be uploaded within the specified time period of 10 (ten) days. The above documents will be specified on-line under the link ‘**Uploaded Shortfall Document**’, by the evaluator, normally within 10 days of techno-commercial bid (Cover-I) opening, indicating the start date and end date, giving 10 days’ time for online submission by Bidder. The Bidders will get this information on their personalized dashboard under “Upload Shortfall Document / Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidders responsibility to check the updated status / information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder will upload / re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents.

- e) After evaluation of Techno-commercial bid, all the Bidders will get the information regarding status of their eligibility along with the date of Price-bid

opening on their personalized dash board and also by system generated e-mail. It will be the Bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the Bidder in this regard.

- f) After final technical and commercial evaluation of the bids and the short listing of techno-commercially acceptable Bidders as above, the date and time of opening of Price bid shall be uploaded in the Portal and techno-commercially qualified shortlisted firms shall also be informed through system generated email and SMS alert.
- g) The Price bid of the shortlisted Bidders (technically qualified) will be decrypted and opened on-line on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate. The Bidders may view the Price Bid opening on-line remotely on their personalized dashboard under the link "Bid Opening (Live)" and can see the Price Bid / BOQ submitted by all shortlisted Bidders. Bidders will get the information regarding the status of their Price Bid and the ranking there-off on the web-site based on price only, quoted by them. However, the final status will be computed on the basis of combined scores of Part-I and Part-II (total marks), which will be uploaded on the system for viewing of bidders.
- h) All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the Bidders who have participated in the bid along with timing and date will also be kept preserved in the system.

## **1.7 BID VALIDITY**

The validity of Bids shall be not less than 120 (One Hundred Twenty) days from the Bid Submission End Date.

## **1.8 MODIFICATION AND WITHDRAWAL OF BID**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish.

Bidders may withdraw their bids online within the Bid Submission End date. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the Bid Submission End date, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/ Letter of Acceptance (LOA) with the following provisions of penal action:

- The Bidder will be debarred for 1 (One) year from participating in tenders in CMPDIL / CIL/Subsidiary.

### **1.8.1 The Price-bid of all eligible Bidders including the Bidder who wants to withdraw bid will be opened and action will follow as under:**

- a) If the Bidder withdrawing his bid is other than H-1, the tender process shall go on.

- b) If the Bidder withdrawing his bid is H-1, then re-tender will be done. Penal action against the Bidder under the clauses above will be enforced from the date of issue of such order.
- c) The Standard Operating Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary shall be as follows:

## **1.8.2 The Mode of Withdrawal**

### **1.8.2.1 Online Withdrawal of Bids:**

- i) The system of online withdrawal is available on the portal up to Bid Submission End Date, where any Bidder can withdraw their bid which will attract no penal action.
- ii) The system of online withdrawal beyond Bid Submission End Date and till award of contract is not available. The Bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

### **1.8.2.2 Offline Withdrawal of Bids**

- i) A partner of Bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of their offer (or express his disassociation from the bidder organization).
- ii) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

## **1.8.3 Acceptance of withdrawal by Tender Committee:**

Every case of withdrawal under Clause 1.8.1 and Clause 1.8.2.2 shall be put up to Tender Committee for deliberation and further course of action. The decision of Tender Committee will be binding on the Bidder.

## **1.9 NOTES**

- a) CMPDI reserves the right to postpone the date of receipt and opening of tender or to cancel the tender without assigning any reason whatsoever.
- b) This e-Tender Notice shall be deemed to be part of the Contract Agreement.
- c) CMPDI does not bind itself to accept the lowest Bid and reserves the right to reject any or all the Bids without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
- d) Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website [<http://www.coalindiatenders.nic.in>] only. No separate

notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

Contact Person –

1) Mr. Manish Jain : 8987789199

Assistant Manager (Finance)

Email : [jain.manish@coalindia.in](mailto:jain.manish@coalindia.in)

Sd/-

General Manager (Finance)

CMPDIL Ranchi.

## **SECTION-2**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **2.1 SCOPE OF BIDDER**

- 2.1.1 CMPDI, invites bid for consultancy services for “Selection of Indirect Tax Consultant for CMPDI”.
- 2.1.2 The successful Bidder will be expected to complete the work within the completion period specified in the Bid Document/Notice.

#### **2.2 ELIGIBLE BIDDERS**

- 2.2.1 The Bidder shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice (NIT).
- 2.2.2 The Bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.
- 2.2.3 The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder.
- 2.2.4 CMPDI reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.2.5 No sub-letting of the work by the Consultant is permissible.

#### **2.3 ONE BID PER BIDDER**

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. Alternative proposals will not also be considered.

#### **2.4 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid and CMPDI will in no case be responsible or liable for those costs.

#### **2.5 CONTENT OF BIDDING DOCUMENTS**

The set of bidding documents comprises the documents (all or as applicable) listed in below:

- a) e-Tender Notice,
- b) Instructions to Bidders,
- c) Conditions of Contract,
- d) Scope of Services,
- e) Various Formats,
- f) e-Tender User Portal Agreement

## **2.6 CLARIFICATION ON BIDDING DOCUMENTS**

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online. The dates for seeking clarifications will be as specified online. The last date of giving clarification by CMPDI online will be up to 7 (seven) days before the Bid Submission End Date. CMPDI will clarify as far as possible only relevant queries. The clarifications given by CMPDI will be visible to all the Bidders intending to participate in Bid.

## **2.7 AMENDMENT OF BIDDING DOCUMENTS**

- 2.7.1 Before the deadline for submission of Bids, CMPDI may modify the Bidding Documents by issuing addenda. Any addendum thus issued shall be a part of the Bidding Document and shall be displayed on the website. The Bidder shall upload the same during bid submission.
- 2.7.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, CMPDI shall extend, as necessary, the deadline for submission of Bids.

## **2.8 LANGUAGE OF BID**

All documents relating to the Bid shall be in the English language. In case any printed literature furnished by the Bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern, if any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate /work order/ agreement and an affidavit on non-Judicial stamp paper duly notarised in this respect to be submitted as to representation of the original.

## **2.9 CURRENCY OF BID AND PAYMENT**

The bid prices (consultancy fees) quoted by the Bidder shall be in Indian Rupees. All payments under the contract shall be made in Indian Rupees.



## **2.10 BID PRICES**

- 2.10.1 The Bidder shall closely study in detail the scope of services which govern the Consultancy fees being quoted. The contract shall be for the entire scope of services, as detailed in the Bidding Document.
- 2.10.2 The Bidder has to quote a lump sum amount towards consultancy fees for all elements of scope of services described in SECTION-4.
- 2.10.3 All investments, operating expenses, incidentals, overheads, etc. as may be attendant upon execution and completion of contract shall also be included in the total Bid price submitted by the Bidder except to the extent provided in Section 3 under payment schedule 3.10.
- 2.10.4 The bid price will also be inclusive of all taxes (except Service Tax) and duties. All payments by CMPDI shall be subject to applicable Indian Laws including TDS as per Income Tax Act.
- 2.10.5 In GST regime instead of service tax applicable GST will be payable.
- 2.10.6 Payment of service tax by CMPDI to the Bidder would be made only on the latter submitting a Bill/invoice in accordance with the relevant provisions under Service Tax Act. CENVAT credit is to be availed by paying authority as per rule.
- 2.10.7 The prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the Bidding Document.

## **2.11 BID VALIDITY**

- 2.11.1 Bid shall remain valid for a period not less than 120 (One Hundred Twenty) days after the end date of bid submission. A Bid valid for a shorter period shall be rejected by CMPDI.
- 2.11.2 In exceptional circumstances, prior to expiry of the original time limit, CMPDI may request that the Bidder extend the period of validity for a specified additional period. The request and the Bidder's response shall be in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

## **2.12 DEADLINE FOR SUBMISSION OF BID**

- 2.12.1 Bids shall be submitted on line on the web site [<http://www.coalindiatenders.nic.in>] within the date and time specified in the e-Tender notice.
- 2.12.2 CMPDI may extend the deadline for submission of Bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which

case all rights and obligations of CMPDI and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **2.13 SIGNING AND SUBMISSION OF BID**

2.13.1 The Bidder's Bid will be digitally signed by DSC holder submitting the Bid online and it does not require any physical signature. However, if the Bidder's Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

2.13.2 Submission of Bid shall be as detailed at Clause 1.5.1 of e-Tender Notice.

## **2.14 MODIFICATION AND WITHDRAWAL OF BID**

2.14.1 Modification and withdrawal of Bid shall be guided by Clause 1.8 of e-Tender Notice.

## **2.15 BID OPENING**

2.15.1 All bids are to be submitted online only at the web-site [<http://www.coalindiatenders.nic.in>].

2.15.2 After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission (Clause 1.5.1 of e-Tender Notice) before scheduled submission, CMPDI will open the Bid in the manner as specified under Clause 1.6 of e-Tender Notice.

## **2.16 EVALUATION AND COMPARISON OF BIDS**

- Evaluation of Bids shall be done under combined quality-cum-cost based system (CQCCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70% while the Price Bid evaluation shall be allotted the weightage of 30%.
  - The Bidders to “qualify technically” should obtain the minimum qualifying marks.
  - The Price Bid shall be opened only for the Bidders who qualify technically. The following methodology shall be adopted for evaluation of quoted price of Bidders who qualify in the technical bid evaluation.
  - The minimum quoted price among the ‘technically qualified’ Bidders shall be taken as base/reference rate for arriving at the weighted evaluated marks for each qualified bidder. The weighted evaluated marks for the lowest Bidder in Price Bid shall be 30. The following example illustrates the proposed methodology:

Proposal	- Quoted rate (assumed)	Weighted Evaluated marks
A	- Rs. 12 Lakhs	$30 \times 08/12 = 20.00$
B	- Rs. 10 Lakhs	$30 \times 08/10 = 24.00$
C	- Rs. 08 Lakhs	$30 \times 08/08 = 30.00$

- The total score of the combined evaluation of Technical and Price Bid shall be equal to 70% of evaluated marks of Technical Bid evaluation + weighted evaluated marks of Price Bid evaluation.
- The following example illustrates the proposed methodology for calculation of the total score of combined evaluation –

Bidder (1)	Marks Obtained (Part –I) (2)	Weighted Evaluated marks ( Part –II) (3)	Total Combined Score (4) = [(2)*.70 + (3)]
A	80	30	86
B	90	24	87 (H-I)

## **2.17 AWARD CRITERIA**

- 2.17.1 CMPDI will award the work to the qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. CMPDI shall be sole judge in this regard.
- 2.17.2 The Bidder, who scores the highest total score (H1 rank) in the combined evaluation shall be considered for Award of Work. In case of tie, the firm with higher marks in technical evaluation will be considered and in a situation of a tie in technical evaluation also, a firm with longer experience will be preferred based on the year of establishment. If still there is a tie, a firm with higher number of partners will be considered

## **2.18 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 2.18.1 The Bidder, whose bid has been accepted, will be notified of the award by CMPDI prior to expiration of the bid validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that CMPDI will pay to the successful Bidder as consideration of the execution of the contract by the successful Bidder as prescribed by the Contract. The notification of award will constitute the formation of the Contract.
- 2.18.2 The successful Bidder shall enter into a Contract Agreement with CMPDI within 30 (thirty) days from the date of 'Letter of Acceptance" (LoA) or within such extended time as may be granted by CMPDI. The cost of the stamp papers for the contract agreement shall be borne by the successful Bidder. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the successful Bidder free of cost and the original is to be retained by CMPDI. The contract document shall not be used by the successful Bidder for any purpose other than this contract and the successful Bidder shall ensure that all

persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

- 2.18.3 After notification of award of the contract, CMPDI will promptly notify the other Bidders that their Bids have been unsuccessful.

## **2.19 LEGAL JURISDICTION**

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Ranchi Court only.

## **2.20 e-PAYMENT**

- 2.20.1 All Bills/ Invoices along with relevant supporting documents in the name of “CMPDI Limited” shall be submitted in triplicate to Designated Officer of CMPDI for verification and for payment.
- 2.20.2 All payments under the contract shall be in Indian Rupees.
- 2.20.3 Payment to the successful Bidder shall be remitted in electronic mode (e-payment) only through any of the designated bank in India. The successful Bidder will comply by furnishing full particulars of Bank account mandate as per ANNEXURE - A3:Section-5 to which the payments will be routed.

## **2.21 MISCELLANEOUS**

- 2.21.1 The Bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 2.21.2 After opening of the tender, if CMPDI decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.
- 2.21.3 Throughout the Bidding Documents, the terms ‘Bid’ and ‘Tender’ and their derivatives are synonymous.
- 2.21.4 The processes for entering into the agreement with the successful Bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by the successful Bidder for executing the agreement shall be as specified in the Bid Document.
- 2.21.5 Instructions to Bidders (ITB) shall be a part of contract agreement.

## SECTION-3

### CONDITIONS OF CONTRACT

#### 3.1 DEFINITIONS:

- (i) The word “**Central Mine Planning Design Institute Limited**” or “**CMPDIL**” or “**CMPDI**” or “**Employer**” wherever occurs in the tender document, means Central Mine Planning Design Institute Limited represented at headquarter Ranchi by the Chairman cum Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- (ii) The word “**Consultant**” wherever occurs means the successful Bidder who has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a Firm or a Company or the successors and permitted assignees of such Firm or Company, as the case may be.
- (iii) The word “**Designated Officer**” wherever occurs in the tender document, means General Manager (Finance) responsible for supervising and administering the contract.

Designated Officer will be responsible for supervising and administering the contract, certifying payment due to the Consultant, valuing variations to the contract, awarding extension of time and valuing compensation events. Designated Officer may further appoint his representatives or any other competent person and notify the same to the Consultant who is directly responsible for supervising the work being executed, on his behalf under the Delegation of Powers of CMPDI. However, overall responsibility, as far as the contract is concerned will be that of the Designated Officer.
- (iv) A 'Day 'shall mean a day of 24 hours from midnight to midnight.
- (v) “**Contract**” means the Letter of Acceptance by CMPDI and acknowledgement by Consultant/ successful Bidder together with tender documents referred to therein including conditions of contract, scope of work and the formal agreement executed between CMPDI and the Consultant.
- (vi) “**Contract price**” shall mean the total sum (excluding service tax) for which tender is accepted by CMPDI.
- (vii) “**Acceptance of the documents**” shall mean CMPDI’s written acceptance of the documents formulated by the Consultant under the contract.
- (viii) “**Contract period**” shall mean the time required for execution of the contract starting from the date of award of the contract and ends on the date of acceptance of the documents by CMPDI.
- (ix) Words importing singular only shall also include the plural and vice-versa where the context so requires.
- (x) “**Letter of Acceptance**” of the tender shall mean the official notice issued by CMPDI notifying the Bidder that his tender has been accepted and awarded.
- (xi) “**Effective Date of Contract**” means the date of Notification of Award / Letter of Acceptance unless otherwise provided in the Notification of Award issued by CMPDI.
- (xii) “**Final acceptance**” shall mean the Employer written acceptance of the final report performed under this contract after successful completion of work/study.

### **3.2 CONTRACT DOCUMENTS**

The following documents shall constitute the contract documents:

- a) Articles of Agreement
- b) Tender Notice
- c) Instructions to Bidders
- d) Letter of Acceptance
- e) Conditions of contract,
- f) Scope of Work
- g) Any other relevant documents

After acceptance of tender the successful Bidder shall be deemed to have carefully examined all Contract Document to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to CMPDI in writing in order that such doubt may be removed. CMPDI will provide such clarifications as may be necessary in writing to the Bidder. Any information otherwise obtained from CMPDI or the Designated Officer shall not in any way relieve the successful Bidder of his responsibility to fulfil his obligations under the Contract.

### **3.3 DURATION OF CONTRACT**

The consultant will be engaged initially for a period of one year (Twelve Months).

### **3.4 INDEMNITY**

The Firm shall defend, indemnify and hold CMPDIL during and after the term of the contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of whatever nature arising and resulting from the non-compliance or violation of any law by the Consultant.

### **3.5 LIQUIDATED DAMAGES**

LD may be deducted @0.5 % per week or part there of subject to maximum 10% of contract value If delay in providing advisory as desired under scope of work in Section 4.2, is beyond timeline given or seven days in case no timeline is given.

### **3.6 EXTENSION OF CONTRACT**

Initially the consultants will be engaged for a period as outlined in Clause 3.3 which may be extended for further period of two years on year to year basis, on the same rate, terms & conditions subject to satisfactory performance.

### **3.7 GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the Consultant to the cancellation of this and all other

contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Consultant under the contract.

### **3.8 PRICE VARIATION CLAUSE**

The Price shall remain firm without any price variation due to escalation.

### **3.9 TAXES, PERMITS & LICENCES**

In pursuance of the contract, the Consultant shall be liable to pay all taxes, duties, levies, permit or licence fee, whether local, municipal, provincial or central, lawfully assessed against the Employer or the Consultant, other than service tax.

### **3.10 PAYMENT SCHEDULE**

- a) Payment will be made on quarterly basis (1/4th of awarded annual rate plus Service Tax) after satisfactory performance. No advance payment will be made.
- b) Payment shall be released within twenty one (21) days from the date of submission of the bill (without any deficiencies), subject to fulfilment of other terms and conditions of the contract.
- c) Paying Authority: General Manager (Finance), CMPDI Ltd., Ranchi-834031.
- d) Travelling and accommodation for attending outstation job (other than Kolkata and Delhi) will be regulated as per entitlement of Chief Manager rank of CMPDIL executives.
- e) CMPDIL will provide free boarding and lodging in different RIs or HQ along with conveyance for local travelling.
- f) Incidental charges like Court fees, Court papers etc. will be reimbursed as per actual.
- g) Mode of Payment: The payment will be made through Electronic System for which Bank details as per enclosed Format as Annexure- A3, duly endorsed by the Bank is to be furnished. The Bank details Format is to be submitted in duplicate with original signature (i.e. no photo copy) along with the first bill.

### **3.11 CONFIDENTIALITY**

The Firm shall take sufficient care for data protection measures to ensure confidentiality of data and reports. The Firm shall undertake that data given to the Consultant by CMPDIL and any information generated from the data provided shall not be used by the Consultant for any other purpose.

### **3.12 LIMITATION OF LIABILITIES**

CMPDI shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the Consultant's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of CMPDI's personnel.

### **3.13 SETTLEMENT OF DISPUTES**

It is incumbent upon the Consultant to avoid litigation and disputes during the course of execution. However, if such disputes take place between the Consultant and CMPDI, effort shall be made first to settle the disputes at the mutual level.

The Consultant should make request in writing to the Designated Officer for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/ claims of the Consultant shall be entertained by CMPDI. If differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

### **3.14 TERMINATION OF CONTRACT**

CMPDIL may without prejudice to any other remedy / claim for breach of contract, terminate the contract in whole or part by giving not less than 15 (fifteen) days written notice of default to the Consultant.

### **3.15 OTHER TERMS AND CONDITIONS:**

- i) The Firm must possess sufficient infrastructure including both hardware and software to handle the data of CMPDIL.
- ii) Disclaimer: CMPDIL reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder(s) at any stage or to cancel the process entirely without assigning any reason. CMPDIL makes no guarantee or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.
- iii) The engagement/ empanelment of the tax consultant shall be completely at the discretion of CMPDIL.
- iv) Sub-contract of the work is not permissible.
- v) No document presented by the Bidder after closing date and time of the bid will be taken into account by the Evaluation Committee unless otherwise called for during technical scrutiny by the tender committee as clarification. This, however, will have no bearing with the price quoted in the price bid. .



## **SECTION-4**

### **SCOPE OF SERVICES**

#### **4.1 PREAMBLE**

CMPDI was originally conceived and proposed in 1972 by a joint study group with Polish experts as a comprehensive planning set-up under one roof for entire Indian mining industry. Subsequently, CMPDI was established on 1st November, 1975.

CMPDI has been rendering in-house consultancy services to CIL and its subsidiaries in the areas of coal exploration, mine planning & design, environment engineering, coal beneficiation & utilization, allied engineering services, field services, etc. Similar services are also being provided to 'Other than CIL' clients including those from metal mining sectors. Additionally, CMPDI also renders services to Ministry of Coal and MoP&NG pertaining to non-CIL blocks, CBM and Shale Gas, etc.

CMPDI operates through its headquarters at Ranchi (Jharkhand), comprising of several functional division at CMPDI, and seven Regional Institutes as follows:

- a) Regional Institute – I, Asansol, West Bengal;
- b) Regional Institute – II, Dhanbad, Jharkhand;
- c) Regional Institute – III, Ranchi, Jharkhand;
- d) Regional Institute – IV, Nagpur, Maharashtra;
- e) Regional Institute – V, Bilaspur, Chattisgarh;
- f) Regional Institute – VI, Singrauli, Madhya Pradesh; and
- g) Regional Institute – VII, Bhubaneswar, Odisha.

Presently CMPDI has eight separate registrations under Service Tax for each Regional Institute & Headquarters And one registration for CST/VAT in Jharkhand.

#### **4.2 SCOPE OF WORK**

CMPDI desires to seek consultancy services for the following scope of work in Indirect Tax area: (e.g.- sales tax/VAT, Excise duty, Customs duty, Service tax, entry Tax etc.)

- 1) Advisory services with respect to taxability, valuation, CENVAT and any other relevant issues in the capacity of service provider, service recipient and Input Service Distributor (ISD).
- 2) Advice on the statutory & procedural compliances required to be followed such as payment of duty/tax, return filing etc.
- 3) Advice on maintenance of relevant records and registers.

- 4) Providing clarifications/opinions/intimating about amendment from time to time as applicable to Company operations.
- 5) Settling reply to Departmental Audit memos and advising on declarations / disclosures to be made before concerned authorities.
- 6) Training company's personnel during the course of periodical seminars at corporate office (two in a year consisting of one week training in each instance & totalling 10 days training in a year) and addressing the Indirect tax (including service tax) issues, as may be deemed fit (suo motto) raised/referred.
- 7) On call advisory services would include:
  - Advice on areas where the Company may be liable to deposit service tax or any other indirect tax to the credit of the Central Government / state government in the capacity of provider of service and recipient of service;
  - Advice on applicability of service tax or any other indirect tax for various categories of income & expense (under Reverse Charge) as per Trial Balance;
  - Advice on areas where the Company may be liable to deposit service tax or any other indirect tax to the credit of the Central Government / state government in the capacity of recipient of service (under Reverse Charge Mechanism, Services received from outside India);
  - Advice on disclosures in ST-3 returns filed under the service tax law;
  - Advice on disclosure of figures made in service tax records and returns vis-à-vis disclosures made in Financial Records;
  - Advice on manner of distribution of credit by an ISD and procedures to be followed thereof and records to be maintained.
- 8) Examine & recommend procedures to be set up and records to be maintained for claiming Cenvat credit as inputs, input services and Capital goods, while making payment of service tax dues.
- 9) In case, Company's income includes revenues not chargeable to service tax, if any, analysing & advising on the applicability and compliance to be done under Rule 6 of the CENVAT credit Rules, 2004.
- 10) Reviewing of Indirect Tax orders pertaining to various issues and suggesting subsequent actions thereon.
- 11) Proceeding *before adjudicating authority*:
  - Examination of base documents including show cause notice issued by Adjudicating Authority and drafting reply to the show cause notice.
  - Settling of written submission and paper books, as may be required, to be filed before the adjudicating authority.
  - Appearance before the Adjudicating Authorities at the time of personal hearing.
- 12) *Proceeding before Commissioner (Appeals)*:
  - Examination of the base documents including Order -in -Original passed by Adjudicating Authority and drafting appeal along with stay petition before Commissioner ( Appeals);

- Examination of the appeal, if any, filed by the Department.
  - Settling of written submission and paper books, as may be required, to be filed before the Commissioner (Appeals).
  - Appearance before the Commissioner (Appeals) both for stay and merit hearing.
- 13) *Proceeding before CESTAT:*
- Examination of the Order- in-original passed by the Adjudicating Authority/ Order-in-Appeal passed by the Appellate Authority and drafting appeal along with stay petition before CESTAT;
  - Examination of the appeal, if any, filed by the department and drafting of memorandum of cross objection in appeal filed by the department.
  - Settling of written submission and paper books, as may be required, to be filed before CESTAT.
  - Appearance before the CESTAT both for stay and merit hearing.
- 14) Advising management on merit of the case for filing appeal before honourable High Court against the order of Appellate Tribunal.
- 15) The scope of work will also cover all services including follow-up & advice on Indirect Tax disputes pending as on the date of this Contract, evaluation of Contract / Tender documents.
- 16). Goods and Service Tax (GST) regime- The scope of work defined in the above paragraphs shall be read as mutatismutandis for GST regime, as and when it becomes applicable and includes.
- i. To analyse and advise the CMPDI about the reports/draft Rules/Law or any other document related to GST uploaded or to be uploaded on Government Portal;
  - ii. To advise the CMPDI in amendment of existing software or development of new functionality or software, if required, to comply with GST and all relevant Rules and Provisions to with respect to GST including but not limited to Place of Supply of Service Rules, Point of Taxation Rules, Valuation Rules, etc.);
  - iii. Advise on efficient utilisation of accumulated tax credits during transition phase ensuring seamless transition from extant indirect tax regime to proposed GST regime.
  - iv. Advising on other transitional provisions w.r.t. VAT, Service Tax, and other local taxes/Levies subsumed in GST etc.

- iv. Put in place necessary checks to ensure integrity of data being received at the centralised platform in case where more than one Regional Institute fall within the same state ;
  - v. Guidance/advises for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime.
  - vi. To continuously review the above systems and software for ensuring compliance with GST requirements.
  - vii. To assist in preparation /review and verification of periodical GST returns
  - viii. To advise the CMPDI about accounting schema to comply with GST Rules;
  - ix. To help the CMPDI to transition to GST regime when the same is introduced/implemented during the period of agreement;
  - x. To advise the CMPDI on all issues related to GST as covered in Service Tax including but not limited to points mentioned from point no. 1 to 15 in clause 4.2.
- 17) Advising on issues related to Indirect tax (e.g.- Sales tax/VAT, Excise duty, Customs duty, Service tax, entry Tax etc.) including but not limited to points mentioned from point no.1 to 16 in clause 4.2.
- 18) For the said agreement Indirect Taxes shall mean any other similar laws which may be in force in future such as but not limited to GST.

#### **4.3 EMPLOYER'S RESPONSIBILITY**

1. The Employer shall provide to the Consultant, free access to the different offices including offices of Regional Institutes and other establishments to interact with the officials and other employees of CMPDI.
2. Organizational, financial and all other information related to CMPDI, to the extent possible or available, shall be provided through the Designated Officer.

## SECTION-5

### ANNEXURES

#### ANNEXURE - A1: Format of “Letter of Bid”

<b>LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)</b>
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(To be uploaded during submission of bid online)

To,  
The General Manager (Finance)  
Finance Division, CMPDI Limited,  
Kanke Road, Ranchi-834031

Sub: Letter of Bid for the work “**Selection of Indirect Tax Consultant for CMPDI**”

Ref.: 1. NIT No. : CMPDI/HQ/FIN/TAX/CE/2017-2018/E-15984 dt.14.03.2017

2. Tender Id No. : “ .....”(to be filled by the Bidder)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provisions of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDI.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us and CMPDI.

***(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)***

**ANNEXURE - A2: PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY  
BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE  
INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS  
UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY**

**FORMAT OF UNDERTAKING**

I/We, ....., Authorised Representative of  
M/S. ...., solemnly declare that:

1. I/We am/are submitting Bid for the work .....against NIT No/Tender ID..... dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of CMPDI.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorise CMPDI to seek references / clarifications from our Bankers.
6. \*I/We have submitted particulars of existing Service Tax/ Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Service Tax/ Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. \*I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

\*I / We .....have been banned by the organization named “\_\_\_\_\_” for a period of..... year/s, effective from ..... to.....(in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

\* Delete whichever is not applicable.

## ANNEXURE - A3: MANDATE FORM FOR ELECTRONIC FUND TRANSFER

To

Central Mine Planning & Design Institute Limited,  
Gondwana Place, Kanke Road, Ranchi -834008

Sub: Authorization for release of payment due from **Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi** through Electronic Fund transfer/ Internet Banking.

Ref: Tender/Enquiry/Letter No. \_\_\_\_\_ Date \_\_\_\_\_

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1. Name of the Party : \_\_\_\_\_

2. Address of the Party : \_\_\_\_\_  
City \_\_\_\_\_ PIN Code \_\_\_\_\_  
State \_\_\_\_\_ Country \_\_\_\_\_  
E- Mail Id \_\_\_\_\_  
Permanent Account Number \_\_\_\_\_

### 3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS/ SWIFT CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book)			

### 4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:

Date:

**Signature of the party/Authorized Signatory.**

Certified that the particulars furnished above are correct as per our records.

Banker's Stamp :

Date :

(Signature of the Authorized official from the Banks)

**ANNEXURE - A4: NON-BANNING OR DELISTING CERTIFICATE**

(To be submitted on the letterhead of the Bidder)

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Bidder with seal of the firm:



## **ANNEXURE - A5: PROFORMA FOR EXECUTION OF AGREEMENT**

### **STAMP PAPER.**

This agreement is made on ..... day of ..... between (Name of Company) having its registered office at ..... (hereinafter called the 'EMPLOYER' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Consultant) carrying on business as a (partnership/proprietorship/Ltd. Co., LLP etc.) firm under the name and style ..... (hereinafter called the 'said Consultant' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Consultant/Firm submitted tender for the said work and deposited a sum of ₹..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A: Tender Document (Section-1 to Section-4 and Annexures)(Page.... to Page.....)
  - ii) Schedule-A: Negotiation letters, if any(Page.... to Page.....)
  - iii) Schedule-B: Letter of Acceptance/Work Order (Page.... to Page.....)
- 3) In consideration for the payment of the sum of Rs.....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by the Company, the said Consultant shall, subject to the terms & condition contained herein execute and complete the work as described.
- 4) IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/s.....The Consultant, as one of the constituted attorney, In the presence of –

1. Name \_\_\_\_\_ Address: Signature

Occupation:

Signed by Sri .....on behalf of CMPDI in presence of - Signature

1. Name: Address: Signature

**ANNEXURE - A6: GENERAL INFORMATION ABOUT THE BIDDER**

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of the Bidder's entity	
ii)	Country of Origin	
iii)	Legal Status	
iv)	Year of incorporation of the Bidder entity under relevant Act	
v)	Registration Number of the Company (under relevant Act of the country)	
vi)	a) Postal Address of the Registered Office b) Telephone no.(s) c) Fax no(s) d) Web site, e-mail, if any e) Address of Regional / Local Office, if any	
vii)	a) Name of the authorized Representative b) Designation c) Postal address d) Telephone no. e) Fax no(s) f) Web site, e-mail address	
viii)	Permanent Account No.(PAN), if applicable	
ix)	Service Tax Registration number in India, if applicable	
x)	Whether the Bidder is from the country where as a matter of law or official regulations, the commercial relation with India is prohibited	YES/ NO
xi)	Any other information	

(Certified copies, as applicable, to be enclosed)

Date :

Place :

Authorized Signature  
Name & Designation

**ANNEXURE - A7: With reference to eligibility criteria at Point No. 1.4(3) of section -1 following methodology will be applicable for Indirect Taxes**

The marks for a year would be calculated as  $\sum A*B$  where

- i) A is the weight for the turnover of the client as detailed below:

For clients of turnover up to 100 crore,  $A=1$

For clients of turnover 101 to 250 crore,  $A=2$

For clients of turnover 251 to 500 crore,  $A=4$

For clients of turnover 501 crore and above,  $A=6$

- ii) B is the no. of clients for that specific weight

For the purpose of calculation of weighted marks, only the top 5 clients for any year will be considered.

Illustration:

- a. For a particular year if a company has 3 clients of turnover 300 crores and 4 clients of turnover 600 crores, the weighted marks will be calculated as  $6*4+4*1$  i.e. 28.
- b. For a particular year if a company has 2 clients of turnover 100 crores and 4 clients of turnover 300 crores, the weighted marks will be calculated as  $4*4+1*1$  i.e. 17.

For the purpose of calculation of the final marks, the yearly marks for the last three years will be calculated and the final marks will be given by:

Final Marks = (Year 1 marks + Year 2 marks + Year 3 marks)/3