



RFQ No. GMDC/CPD/01/2023

Subject : Request For Quotations (RFQ) for hiring of CA firm for filing of returns and advising on all matters related to Taxation, TDS, Income Tax.

GMDC is state Government undertaking company with its business portfolio in the field of exploration and exploitation of various minerals/ores, green energy generation, and captive/merchant selling of minerals to cater the need of industries across the State. GMDC is currently operating 10 bauxite mining leases and 01 fluor spar mining lease in Gujarat and recently allotted two coal blocks in Angul and Sudargarh Dist., Odisha.

GMDC has established regional office at Bhubneshwar to look after the two newly allotted coal blocks. Company intends to engage a suitable consultant of repute and proven track record to assist the company in administering TDS/TCS compliance in the organization and ensuring strict compliance to relevant IT provisions.

1. SCOPE OF WORK:

1. To prepare & e-filing of TDS & TCS returns on quarterly basis.
2. E-filing of revised return of TDS & TCS as & when required.
3. To prepare and e-filing of income tax return (including revised return for any assessment year, if required) of the corporation with income tax department on the basis statement of income and the same will be provided by GMDC.
4. To advise various compliances to be made under income tax act from time to time.
5. To assist and advice for necessary action required for compliance of notices received during the tenure for any assessment year from income tax department with respect to TDS and TCS
6. To opine on various TDS/TCS matters as and when required.
7. To deploy one person for checking annual TDS data during the month of March-April.

Terms of Reference:

The award of contract will be governed by the following terms and conditions:

Gujarat Mineral Development Corporation Limited.

(A Government of Gujarat Enterprise)

CIN : L14100GJ1963SGC001206

"KhanijBhavan", 132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad-380052.

Pn. 079- 27913200/3501, (Extn.) 1717

E-mail id: cpd@gmdcltd.com/Website: www.gmdcltd.com



1. The Lump sum rates should be quoted for the whole year including all taxes, levies and incidental expenses but excluding GST for appointment as Tax related services. Payment to the firm will be made in four instalments at the end of each quarter subject to satisfactory services.
2. The quotation should have proper address, telephone number and E-mail address, other relevant details with relevant supporting documents duly signed by authorized signatory. Copy of attested PAN/TAN No. etc. (as required) of the agency should be attached with quotation.
3. The bid document should be kept intact and signed with seal on all pages with acceptance of terms and conditions.
4. The Company reserves the right without assigning any reason to accept or reject any/ all quotation(s) in whole or in part

2. ELIGIBILITY CRITERIA

1. Chartered Accountant firm should be based in Bhubaneswar registered with the Institute of Chartered Account of India.
2. The firm should not be blacklisted/ debarred from any Govt./Board/Corporation etc.
3. Must have at least 2 years of experience in the field of TDS/TCS work.

3. CONTRACT PERIOD :

The contract will be initially valid for a period of one year (12 mnths). The period of contract is extendable by another year/s subject to rendering of satisfactory services by the firm & mutual consent of both the parties on the same terms & conditions. However, it shall be with the consent / written request by the CA firm in this regard .

4. SUBMISSION OF BID

- i. The each page of the document is to be duly stamped & signed by the bidder (at the bottom of each page) as a token of acceptance and submit along with the bid.
- ii. Price/ Rate should be quoted in clear terms in the format given in the document as **“PRICE BID”**. The rates quoted by the bidder shall remain firm during the pendency/currency of the contract considering all possible escalation and **no price escalation** is consider/payable under this contract on any account for whatsoever reason
- iii. Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the contract.

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- iv. The Price/Rate should be quoted in figures as well as in words.
- v. The Bidders are required to submit its Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date and time specified in clause 5.

Adresse for submission of Bid :

**Mr. B. K. Mahato, General Manager (CPD),
Gujarat Mineral Development Corp.
Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052**

5. SCHEDULE OF BIDDING

Sr. No.	Event Description	Date, Time and Address
1	Last date for receiving queries/clarifications	Bidders may send their queries by 30/06/2023 up to 18:00 hrs to following officers reach out for any assistance. Mr B.K.Mahato, General Manager (CPD) Email : brmahato@gmdcltd.co.in Address: Khanij Bhavan, 132 ft Ring road , Gujarat University Ground, Vastrapur, Ahmedabad
2	Last Date and Time of receipt of the bid.	On or before 12/07/2023 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.
3	Opening of Bid	On 12/07/2023 at 16:00 hrs at GMDC office

GMDC shall endeavor to adhere to the bidding schedule as specified in above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by sending the Corrigendum to the bidders through e-mail.

6. BID VALIDITY

Bids shall remain valid for a period of not less than 180 days (One Hundred and Eight days) from the Bid Due Date/Bid Submission Date (the “**Bid Validity Period**”). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.

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7. EVALUATION OF BID.

The Bidder quoted lowest rate in price bid shall be generally considered for award the work/job after following the due process including negotiation.

8. AWARD OF CONTRACT :

- (i) Work will be awarded by way of issuance of Letter Of Acceptance to the technically qualified and lowest bidder (L1) without post tender negotiations if the rates are reasonable. If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.
- (ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

9. TAX LIABILITY

- (i) The rates quoted in Price Bid shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable (“Price Quote”) except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) Any other fresh imposition of taxes or levies or variation in existing taxes & levies etc. during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill No.
- (iii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

10. CONTRACT FEES AND PAYMENT TERMS & CONDITION:

- a) No advance payment will be provided.

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- b) Payment Schedule : Consultancy charges shall be made on quarterly basis.
- c) GMDC shall make payment within 21 days of receipt of invoices at our office upon verifying the invoice subject to following deduction.
- i. tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
 - ii. Cost of any services provided / material supplied plus 10% administrative charge plus applicable taxes, if any, by the GMDC.
 - iii. Liquidated damages leviable as per clause No.12
 - iv. Other deductions, if any
- d) Applicable GST, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective Bill No. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Contractor.
- e) The payment will be made through RTGS/NEFT. The bidder will submit Bank details before release of payment.
- f) No conveyance charges and out of pocket expenses will be paid for attending Income Tax matters to Tax offices. However, actual filing/statutory fee payable to NSDL or any other tax authorities on behalf of us shall be reimbursed.

11. OBLIGATIONS OF GMDC

GMDC will provide monthly financial data as per your requirement.

Any other financial data available with GMDC relating scope of work shall be provided for reference and guidance.

12. LIQUIDATED DAMAGES AND PENALTY

- a) If the service provider fails to deliver the services within the delivery period/ contract period and any extension thereof, unless such failure is due to force majeure situation or due to GMDC's default, liquidated damages (LD) shall be imposed by GMDC on the service provider. However, imposition of LD shall be without prejudice to the other remedies

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available to GMDC under the terms of the this document. In case of GMDC's fault, which is beyond the control of the contractor shall be jointly recorded and certified by the Project Manager / Site- in Charge. For such delay no liquidated damage shall be deducted

- b) In case of delay in delivery of the services, the LD shall be calculated as 0.5% (zero point five cent) of the contract value per week subject to maximum of 5% of contract value (excluding taxes and duties), shall be charged to contractor. If the delay in completion of work is on the account of consultant is more than 10 weeks then the company may also forfeit the security deposit (SD). GST on LD shall be recovered in addition to the LD amount.
- c) In case, if the contractor fails to mobilize resources within stipulated time as per the "Action Plan / Work order", the liquidated damages would be charged @ Rs 3,000/- per day for maximum 15 days and after 15 days after mobilization period, GMDC will take suitable decision for continuation or termination of contract as deem fit. In case of termination of the contract/LOA/work order the EMD/performance security shall be forfeited and GMDC shall be free to have the work executed through third party
- d) GMDC shall have full liberty to realise the LD through the following ways:
- i. Appropriation of the Performance Security;
 - ii. Appropriation the of EMD (in case provision of Performance Security does not exist);
 - iii. to deduct the liquidated damage from any sum due or to become due hereunder, or under any other contract with Contractor or may otherwise recover from Contractor all sums that may become due to GMDC by virtue of any of the terms thereof.
 - iv. without prejudice to any other method of recovery, deduct the amount of such damages from any amount in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve Contractor from his obligation to complete the contract work, or from any other of his obligation and liabilities under the contract.
 - v. Nothing in this shall prevent GMDC from exercising its right of termination of contract under clause no. 14 hereof and associated clauses there under and GMDC shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under clause no. 14 hereof.
- e) Any waiver of LD shall be at the sole option/discretion of GMDC only and any extension must be in writing and with the approval of the competent authority of GMDC.

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If at any time during the contract period , the contractor encounters conditions that may impact the timely performance of services, the contractor shall promptly notify to GMDC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the GMDC shall evaluate the situation and may at its discretion waive the LD on the request of the contractor.

13. Termination

If at any time during the currency of this contract, any breach occurs due to the reasons attributed to the Contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Contractor. GMDC shall be entitled to forfeit Security deposits as Liquidated damages. No compensation shall be payable by GMDC

14. ARBITRATION

Any Dispute/questions/differences whatsoever, which may at any time arises between the parties to this limited inquiry and subsequent contract in connection with the this document and subsequent contract or any matter arising out of or in relation thereto and which is not resolved amicably shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, 1996. The Dispute shall be referred for the fast-track Arbitration to sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only

15. Other Terms and Conditions

- a) The services of successful bidder will be treated as complete only after such services carried out by the successful bidder are approved and accepted by GMDC. Work shall be completed by the successful bidder according to the time schedule in the RFP. The works throughout the stipulated period of contract shall be carried out with due diligence.
- b) In the event of the successful bidder's firm closing its business or failing to complete balance work within reasonable time, the GMDC will have the power to employ any other agency to complete the work at the cost of the successful bidder.
- c) In the event of the failure on the part of successful bidder to complete their work, committing a breach of any one or more of the terms and conditions of the agreement, the

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GMDC will be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law.

PRICE BID

Limited Inquiry No. GMDC/CPD/01/2023

Sub : Request For Quotations (RFQ) for hiring of CA firm for filing of returns and advising on all matters related to Taxation, TDS, Income Tax.

Sr. No.	Description	Lump sum Rate (in INR)
1	Quarterly Consultancy charges as per SOW	

Quoted rate (in words) Rupees _____

- 1. Quoted rate shall be inclusive of all taxes, levies and incidental expenses but excluding applicable GST from time to time.**

Date :-

Place :-

Signature with Stamp

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