



Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India.

## **Request For Proposal (RFP)**

**FOR**

**Advising on indirect Tax structure on Manufacture and  
Sale of Wines in Ten States of India.**

**Released By**



**INDIAN GRAPE PROCESSING BOARD,  
(MINISTRY OF FOOD PROCESSING INDUSTRIES)  
GOVERNMENT OF INDIA  
1ST FLOOR, KUBERA CHAMBERS,  
SHIVAJINAGAR, PUNE – 411005**

**3<sup>rd</sup> February, 2011**



Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India.

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Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India.

## **Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India**

Date : 25/02/2011

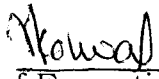
Subject : **RFP for Advising on indirect Tax structure on Manufacturing and Sale of Wines in Ten States of India**

The Indian Grape Processing Board (IGPB) under Ministry of Food Processing Industries, Government of India is registered at Pune, Maharashtra under Societies Registration Act, 1860. The Board, initially facilitated by the Government and managed/ driven by the industry, is expected to boost growth of the sector, benefiting both the producers and the processors.

The detailed RFP document indicating the scope of work, qualifying requirements, bidding forms and procedure for submission of proposal for RFP can be obtained till 11/03/2011 by 15.00 hrs. from on payment of Rs. 10,000/- by DD/ Pay Order payable at Pune in favour of "**Indian Grape Processing Board**" or can be download from the website [www.mofpi.nic.in](http://www.mofpi.nic.in) and then submitted on the address given below alongwith the processing fee of Rs. 1,000/- by **15.00 hrs. 14<sup>th</sup> March 2011:-**

**Shri Randhir Patel, Under Secretary to the Govt. of India, Ministry of Food Processing Industries, Room No. 103, Panchsheel Bhavan, New Delhi – 110049.**

The Technical Evaluation Committee (TEC) will shortlist the bidders on the basis of evaluation criteria mentioned in RFP and call them for presentation before the TEC. The date for presentation would be communicated subsequently. IGPB reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reasons thereof and no claim/dispute on this aspect shall be entertained.

  
Chief Executive Officer  
Indian Grape Processing Board



## **SECTION 1**

### **INSTRUCTIONS TO BIDDERS**

#### **1. INTRODUCTION**

Annual grape production in the country is estimated to be 1.6 million metric tonnes and area under cultivation about 60 thousand hectares. Of the total grapes produced in the country around 1.2% is processed into wine. The Indian wine market is growing rapidly and wine is gradually becoming a part of urban life style as an alternative to hard liquor. Of late, India has started exporting Indian wine to major countries like, France, Italy, Germany, USA, UK, Singapore, Belgium, etc. The export of wine is expected to grow @ 9% per annum. The percentage of imported wine to the total wine consumption in the country is also gradually decreasing. Current world production is about 26,090 million litres and there is a *huge* opportunity for breaking into the world market with high quality wines.

Since grape processing facilities in India are inadequate and underdeveloped, grape growing farmers do not get remunerative prices for their produce. On the other hand, developed countries, where price realization is higher, are demanding strict adherence to quality parameters including pesticide/ insecticide residue levels in grapes and its products exported to them. Therefore, farmers and processors need to be properly guided in quality standards, brand promotion, food safety issues, etc. It is also desirable to develop a national strategic plan for wine industry which will provide for appropriate policies, programmes, development of technologies, highly skilled manpower and suitable viticulture practices that are environmentally sound, socially responsible and economically viable.

Keeping this in view, it was felt that there is a need to establish a national level organization to address the issues related to the development and promotion of this sector. The Union Cabinet in its meeting held on 2<sup>nd</sup> January 2009 gave its approval for the establishment of the Indian Grape Processing Board under Ministry of Food Processing Industries (MOFPI), Government of India at Pune, Maharashtra which is close to the principal grape growing/processing areas in the country. The Indian Grape Processing Board (IGPB) is registered under Societies Registration Act, 1860. The Board, initially facilitated by the Government and driven by the industry, is expected to boost growth of the sector, benefiting both the producers and the processors.



## 2. DEFINITIONS -

**“Applicable Law”** means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

**“Bid Document”** shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

**“Contract”** shall mean the agreement to be entered into between IGPB and the successful Bidder.

**“Evaluation Committee”** shall mean the committee constituted by IGPB

**“Force Majeure Event”** shall have the meaning set out in clause 2.2

**“Project”** shall mean Advising on indirect Tax structure on Manufacturing and Sale of Wines in Ten States of India.

**“MOFPI”**: Ministry of Food Processing Industries, Government of India.

**“IGPB”**: IGPB means Indian Grape Processing Board registered under Societies Registration Act, 1860 at Pune.

## 3. DISCLAIMER

By acceptance of this tender document, the recipient agrees that this tender document may not be distributed, reproduced or used for any other purpose than the stated one. The recipient agrees that it will cause its directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above.

IGPB does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy,



adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The IGPB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. IGPB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that IGPB is bound to select a Bidder and IGPB reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

#### **4. INTERPRETATION:**

In this Tender Document, unless the context otherwise requires,

- (a) For the purpose of this Tender Document, where the context so admits,
  - (i) the singular shall be deemed to include the plural and vice-versa and
  - (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a “*person*” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- (d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this



Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

## **5. INVITATION FOR BIDS**

**This “invitation for bids” is for Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India.**

## **6. DUE DILIGENCE**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. IGPB shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## **7. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid and IGPB shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **8. CLARIFICATION OF BIDDING DOCUMENTS**

IGPB shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. IGPB shall not be responsible for any delay including but not limited to any postal delays.

## **9. AMENDMENT OF TENDER DOCUMENT**

At any time before the deadline for submission of bids, IGPB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same.

All changes shall be posted on website [www.mofpi.nic.in](http://www.mofpi.nic.in) and prospective Bidders are required to go through the same before



submission of bid. All such amendments shall be binding on them without any further act or deed on IGPB's part.

In the event of any amendment, IGPB reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **10. LANGUAGE OF BID**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Tender Document and / or the bidding process exchanged by the Bidder and IGPB shall be written in English language only.

## **11. GENERAL INSTRUCTIONS**

11.1 The Bidders are requested to read the tender document thoroughly.

11.2 Bidder is one who has responded to the Bid for Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India. The Bidder shall duly fill in all the information specified in the pre-qualification criteria specified.

In the event of any additional information required by the IGPB other than that specified in the pre-qualification criteria, the Bidder to the IGPB shall duly submit such information in the prescribed time.

The Bidder shall submit the Tender Document duly signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same except what is stated in specified Deviation / Non-Compliance statement format. The bid would be valid for 90 days from the date of submission.

11.3 IGPB shall reserve the right to verify the progress and performance of study by the Bidder and the Bidder shall permit IGPB to do so. The IGPB will evaluate the information submitted by the Bidder with regard to Bidder's capacity. **The Bidder cannot subcontract the work at any stage without prior written approval from the IGPB.**

11.4 Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications



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and other details as given in this document may be summarily rejected.

- 11.5 All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- 11.6 This tender document is not transferable.
- 11.7 Modification or Withdrawal of Offers is not permissible after its submission. If the offer is withdrawn before the validity period, the EMD will stand forfeited.

To assist in the scrutiny, evaluation and comparison of offers, IGPB may, at its discretion, ask some or all Bidders for clarification of their offer.

- 11.8 The request for such clarifications and the response will necessarily be in writing.
- 11.9 Preliminary Scrutiny: IGPB will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. IGPB may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and IGPB reserves the right for such waivers.
- 11.10 **Award Criteria:** Technical Offers in **Envelope 1** will be evaluated first to check whether all required information and documents as specified in the Tender Document are submitted and to ascertain whether the Bidder meets all Qualifying Criteria.

The Bidders who's Technical Offers are found to be in accordance with the specifications mentioned in the tender document would be short-listed and those who score more than 70% in technical evaluation, only their Commercial Bids in **Envelope 2** would be opened.

- 11.11 The Bidder should abide by the terms and conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 11.12 The IGPB shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall



be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

11.13 The IGPB reserves the right to make any changes in the terms and conditions of the tender. The IGPB will not be obliged to meet and have discussions with any of the Bidders and or to listen to any representations.

11.14 The offers containing erasures or alterations will not be considered.

11.15 **The contract period for the study shall be for a period of four months from the date of issuing of work order.**

## **12. QUALIFICATION CRITERIA OF THE BIDDER**

12.1 To be eligible for the technical and financial evaluation, an applicant shall have to fulfill all the following conditions to pre-qualify. Only the pre-qualified bidders will be eligible for financial evaluations.

12.2 **Technical Eligibility:** For demonstrating technical capacity and experience, the Applicant shall have similar experience national and international level with following specification. Firms with global presence would be preferred.

- Experience of assignments for Central/State Governments involving sectoral strategy formulation and implementation
- Substantial track record of capacity to perform indirect tax diagnostic review for Government and PSUs in India
- Experience in performing indirect tax review and advisory for government departments at central, state, and PSUs level
- Experience in performing indirect tax review and advisory for alcohol and wine industry.
- Should have a minimum annual turnover of Rs.50.00 Crores (Rupees Fifty Crores) during the last three years, to be supported by audited Balance Sheets, P/L A/c, Receipt and Payment A/c.
- Strong reputation in the industry as trusted business advisor in the area of taxation (provide credentials)



### 12.3 Financial Capacity:

- Minimum average annual turnover of Rs.50 crore for the last three years for the firm as a whole.

### 13. PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)

- 13.1 Bidders are required to submit Rs.10,000/- (Rs.Ten Thousand) towards processing fee in the form of DD of Nationalized or Scheduled Bank/Bank Pay Order drawn in favour of " **Indian Grape Processing Board.**" payable at Pune & Rs.50,000/- (Rs. Fifty Thousand) as EMD for the bids in form of Demand Draft of Nationalized or Scheduled Bank / Pay Order drawn in favour of '**Indian Grape Processing Board**' payable at Pune.
- 13.2 The processing fee is non refundable.
- 13.3 Processing Fee & EMD Demand Drafts / Pay Orders should be part of Envelope 1.
- 13.4 The EMD is non-interest bearing and is refundable to unsuccessful bidders after signing of the Contract by the successful bidder.
- 13.5 The successful Bidders EMD will be discharged upon expiry of "Offer Validity Period" mentioned in Instruction to Bidder. EMD of unsuccessful bidders shall be refunded after one month of finalization of Tender.
- 13.6 The EMD will be forfeited;
- If a bidder withdraws his bid during the period of validity.
  - Or in case of a successful bidder, if the bidder fails: -
- To sign the contract in accordance with terms and conditions.

### 14. OVERALL EVALUATION METHODOLOGY

- 14.1 **Evaluation of the bids:** The firm will be selected as per Quality and Cost Based Selection (QCBS) procedure. Weighting of technical score to financial score will be 70:30.
- 14.1.1 In the first stage the technical evaluation will be done and only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further



consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). The scoring criteria to be used for evaluation shall be as follows:

<b>S. No.</b>	<b>Criteria</b>	<b>Max. Marks</b>
<b>1</b>	<b>Experience</b>	<b>45</b>
1.1	Experience in undertaking diagnostic reviews for public sector/ government bodies on a pan-India basis	15
1.2	Experience in policy recommendations and solution design for Government and PSUs in India	10
1.3	Turnover of relevant business group of the entity	10
1.4	Experience in providing Indirect tax advise or diagnostic service in the alcohol sector	10
<b>2</b>	<b>Approach and Methodology</b>	<b>25</b>
<b>3</b>	<b>Technical Presentation before the IGPB Evaluation Committee</b>	<b>30</b>

14.1.2. All Applicants shall be required to make presentations up to 30 minutes, before opening of Financial Proposals, to demonstrate their credentials before the IGPB. The presentation shall broadly cover all the key aspects mentioned in their respective Technical proposal. The time and venue for the presentation shall be intimated to the Applicants

14.1.3. In the second stage, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (SF)

14.1.4. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$

14.1.5. Combined and final evaluation: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \quad \times Tw \quad + \quad SF \quad \times Fw$$

*Note: Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively*



- 14.1.6. The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP
- 14.1.7. The bidder scoring Maximum Total Marks would be recommended for selection and called for negotiations. During negotiations the bidder must be prepared to furnish the detail cost breakup and other clarifications to the proposal submitted by them, as may be required to adjudge the reasonableness of his financial proposal. If the negotiations with this bidder are successful, the award will be made to him. If negotiations fail, and if it is concluded that the contract with reasonable terms cannot be concluded with this consultant, the consultant with second highest score may be invited for negotiations. This process may be repeated until an agreed contract is concluded.

## **15. EVALUATION OF BIDS**

### **15.1 Tender Evaluation Committee**

The Vice Chairman, IGPB will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

15.2 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

15.3 Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

## **16. UNDERTAKING**

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required since no deviation will be acceptable to IGPB.

## **17. BID PRICES**

- a) The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format



enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.

- b) The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document. Extra charges if any, shall be paid by the bidder only.
- c) All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.
- d) Any royalties or patents or the charges for the use of content, images, software's etc. thereof that might involve in the contract shall not be paid by IGPB. The bidder only shall pay for such claims without putting any financial burden on IGPB.

## **18. PERIOD OF VALIDITY OF BIDS**

### **18.1 Validity Period**

Bids shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by IGPB, IGPB holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

### **18.2 Extension of Period of Validity**

In exceptional circumstances, IGPB may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD.

A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.



## SECTION -2

### SCOPE OF WORK

**2.1 In pursuance of the above, IGPB invites applications from interested reputed organizations for “Assistance in analyzing the Indirect tax structure on manufacture and sale of wines in ten specified states in India”.** Every state in India frames State specific policies and tax regulations on wines and the study will conduct an in-depth study of the taxation structure, assess and identify constraints and propose a structure and process for unification and uniformity. State laws mainly direct the import and export of wine and include excise duties and taxes such as :

- excise duty
- license fee
- sales tax
- brand registration fee
- import & export fee
- gallon age fee
- turnover Tax

2.1 (a) The proposal solicits assistance to broadly cover the following scope:

- The Ten States to be covered under the study are: Maharashtra, Goa, Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Rajasthan, Delhi, Punjab and West Bengal.
- Analyzing applicable Indirect taxes, duty regime, rates and structure prevalent in the identified ten states and comparatively analyzing the same
- Identification of various tax complexities, inadequacies, inefficiencies and procedural impediments resulting in cascading tax effects
- Identifying and analyzing the various tax barriers set up by the identified States to discourage import of wines from other States so as to promote locally produced wines
- Analysis of the various tax incentives offered by various States to promote local production of wines
- Analysis of the various incentives offered by the State/ Central government to promote export of Indian wine



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- Analysis of the label registration requirement of the 10 States and suggestions for uniform labelling procedure.
- Identification of practical difficulties and procedural impediments faced by the manufacturers/ marketers
- Identification of broad areas of improvement and suggesting the measures which may be undertaken by the Board to simplify the tax regime and reduce the multiplicity of taxes/ duties on wine

2.1(b) The proposed study should evolve a strategy for evolving a uniform taxation structure that would result in the growth of the industry and provide it the requisite boost in terms of returns on investment and increase in exports.

### **2.1 (c ) Contract time period:**

Assignment Duration: The duration of the consultancy assignment shall be **four** months and may be further extended provided the satisfactory completion of the services of the preferred consultant. Once the bidder is selected, IGPB or any other department of MOFPI may decide to take the services of bidders in other areas as well as per the expertise and experience of the bidder on referral basis.

**The bidder is not authorised to terminate the agreement before its maturity.**

- **Payment terms:**

Payment terms will be finalized with successful bidder.

### **2.2 FORCE MAJEURE**

- a) If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine restrictions (hereinafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the IGPB within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages, compensations against the other in respect of such nonperformance or delay in performance, and deliveries under this contract. Normal working shall be resumed as soon as such eventuality has come to an end or ceased to exist. b) Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons



of and such eventuality for a period exceeding 30 (thirty) days, then the IGPB may terminate this contract by giving notice in writing.

### **2.3 RESOLUTION OF DISPUTES**

The dispute resolution mechanism shall be as follows:

- a) In case of dispute between IGPB and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) The Chief Executive Officer of IGPB will appoint the designated officer mutually agreed between the parties will work as an arbitrator.
- d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. IGPB and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of Pune, so far as legal and court matters are concerned.

### **2.4 AWARD OF CONTRACT**

IGPB's right to accept any Bid and to reject any Bid or all Bids Notwithstanding anything stated herein, IGPB reserves the right to accept full or part of the Bid or reject any Bid, and to cancel / annul the bidding process and reject all Bids at any time before the award of the Contract.

### **2.5 NOTIFICATION OF AWARD**

The Bidder whose Bid has been accepted shall be notified of the award by the IGPB prior to the expiration of the period of validity of the proposal, by registered letter or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 15 (fifteen) days from the receipt of the Letter of Acceptance.

### **2.6 SIGNING OF AGREEMENT**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and IGPB shall promptly and in no event later than 15 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. IGPB shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The



signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

## **2.7 EXPENSES FOR THE CONTRACT**

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the IGPB.

## **2.8 FAILURE TO ABIDE BY THE CONTRACT**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of IGPB with such penalties as specified in the Bid Document and the Contract.

## **2.9 TERMINATION OF CONTRACT**

Termination for Default IGPB may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if

- The qualified Bidder fails to perform any other obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in this Contract.

## **2.10 GOVERNING LAW**

The laws of Republic of India shall govern the Tender Document and the Contract.



## **SECTION - 3**

### **SUBMISSION OF BID PROPOSAL**

Bid should be submitted in two envelopes -envelop 1 (Technical envelope) and envelope 2 (Commercial envelope). envelope 1 and 2 should be inserted in third envelope.

#### **3.1 AUTHENTICATION OF BID**

The original and all copies of the Bid Document shall be a computer print out and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

#### **3.2 VALIDATION OF INTERLINEATIONS IN BID**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

#### **3.3 SEALING AND MARKING OF BIDS**

The copies of the Technical Bid shall be placed in lacquer sealed envelope 1 clearly marking each "**Technical Bid**". The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "**Commercial Bid do not open with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as Bid for designing, development and maintenance of IGPB's website.

#### **3.4 ADDRESS FOR SUBMISSION OF BIDS**

Last date of submission of bid **is 21<sup>st</sup> February 2011 by 15.00 hrs.**

Bids complete in all respect shall be delivered to –  
Shri Randhir Patel  
Under Secretary to the Govt. of India,  
Ministry of Food Processing Industries,  
Room No. 103,  
Panchsheel Bhawan,  
August Kranti Marg,  
New Delhi-49,  
Ph: 011-26492078  
Email: randhir.patel@nic.in



In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

### **3.5 RESPONSIBILITY OF BIDDER**

If the outer envelope is not sealed and marked as required, IGPB will assume no responsibility for the Bid's misplacement or premature opening.

### **3.6 REJECTION OF BID**

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

### **3.7 LATE BIDS**

Any bid received by IGPB after the deadline for submission of bids prescribed by IGPB, will be summarily rejected and returned unopened to the Bidder. IGPB shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

### **3.8 OPENING OF TECHNICAL BIDS**

IGPB will open all Technical Bids (except those received late), and call for presentations. Date for Technical bid presentation will be conveyed to all bidders through email, fax or telephone.

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for IGPB the Bids shall be opened at the appointed time and location on the next working day.

### **3.9 ANNOUNCEMENT OF BIDS**

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

### **3.10 BIDS NOT CONSIDERED FOR EVALUATION**

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.



### **3.11 OPENING OF COMMERCIAL BIDS**

Commercial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose Technical Bids are found valid.

The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the IGPB at the Commercial Bid opening. The IGPB will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately

### **3.12 CLARIFICATION OF BIDS**

To assist in the evaluation, comparison and an examination of bids, IGPB may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, IGPB reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **3.13 COMPLETENESS OF BIDS**

IGPB will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

### **3.14 RECTIFICATION OF ERRORS**

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

### **3.15 REJECTION OF BID**

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by IGPB and may not subsequently be



Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India.

made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.



## SECTION – 4

### FORMAT OF TECHNICAL & FINANCIAL BIDS

#### Annexure-1 for technical bid

#### A) TECHNICAL BID (To be submitted on the letter head of Bidder)

<b>TENDER PROFORMA PROFORMA TO BE FILLED IN BY THE TENDERER ON THEIR LETTER HEAD</b>		
1	Name of the work	Advising on indirect tax structure on manufacture and sale of wines in ten States of India.
2	<b>Name and Address</b>	<b>Indian Grape Processing Board, 1<sup>st</sup> floor, Kubera Chambers, Shivajinagar, Pune- 411 005</b>
3	Name of Tenderer/Bidder	
3.1	CST No.	
3.2	MST No.	
3.3	Central Excise Regn No.	
3.4	Registered Address	
3.5	Phone No. with STD Code	
3.6	Fax No.	
3.7	Address for all communications during the execution of project	
3.8	Name of Contact Person(s) with contact numbers	
4	Experience in the line of the work as given in the scope of the work under Section 2 of the tender document.	



5	Specifications and scope of work	As per terms mentioned in the Bid documents.
5.1	Any special technical certifications	
5.2	Financial Separate sheet is to be enclosed indicating Turnover, Profitability, for last three years, The data should be supported by audited / CA certified financial statements with related schedules.	

I /We declare that I/We have examined the terms and conditions mentioned in the Bid document and accordingly agree and accept the same for tender/bid filing.

Seal of the firm/company \_\_\_\_\_ Signature of the Authorized Representative of Bidder/ Tenderer

Date: \_\_\_\_\_

The above tender cum bid format should be typed on the official letter head of the bidder. Separate sheet is to be enclosed if the space provided is not sufficient for the data to be provided. List of enclosures should be attached with the bid form.

**B) Compliance Matrix**

**1. About Company**

Description	Details (PL attach additional documents where relevant)
<b>1. General Company Profile</b>	
(a) Year of establishment	
(b) Constitution	



(c) Addresses of corporate office/ other offices in major cities in India	
(d) Core business	
(e) Other businesses	
(f) Total number of staff	
2. Have your company worked with Govt. / Semi Govt. Organizations? If yes then mention minimum details of at least 3 such assignments.	
3. Have your company successfully executed any similar work order? If yes then mention - Names and contact details - Type of work done - Execution Duration - Man Power Allocated	
<b>4. Other Details if any</b>	



Advising on indirect Tax structure on Manufacture and Sale of Wines in Ten States of India.

## **Annexure-2**

### **Format of Financial Bid**

**( To be submitted on the letterhead of bidder)**

#### **Format of the financial Bid in Commercial envelope 2**

To,

The CEO,  
Indian Grape Processing Board,  
1<sup>st</sup> Floor, Kubera Chambers,  
Shivajinagar,  
Pune-411 005.

Subject: Advising on indirect Tax structure on manufacture and Sale of Wines in Ten States of India

Madam,

With reference to tender document for Advising on indirect Tax structure on manufacture and Sale of Wines in Ten States of India,, we submit our commercial bid as under:

**Note: This cost is inclusive of travel, loading, boarding, out of pocket expenses etc.**

- 4.1 I/we hereby submit our financial bid of Rs.----- for Advising on indirect Tax structure on Manufacture and Sale of Wine sin Ten States of India.
- 4.2 I / We agree to keep this offer valid for 90 (Ninety) days from the Bid Due date (last date of submission of Bid) specified in the bid document. We shall also be agreeable to extent the validity of the bid, if so desired by the IGPB.
- 4.4 I / We agree and undertake to abide by all the terms and conditions of the bid document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the bid document.

Yours faithfully,

Date : (Signature of the Authorised Signatory)  
Place : (Name and designation of the Authorised Signatory)  
Name and seal of Bidder/Lead Firm