



**JAIPUR METRO RAIL
CORPORATION LTD.**

REQUEST FOR PROPOSAL

FOR

**GST EXPERT'S WITNESS IN CLAIM
NO. IX OF CASE NO. 2 OF JMRC V/S
M/S CEC AT INTERNATIONAL
CHAMBER OF
COMMERCE, ARBITRATION NO.
27935/XZG (C. 28195/XZG).**

**Admin Building, Metro Depot, Bhrigu Path,
Mansarovar, Jaipur – 302020**

Tel.:- 01412822210,2822211

E-mail: jmrc.finance@rajasthan.gov.in

Website: www.jaipurmetrorail.in





Jaipur Metro Rail Corporation Ltd.

Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020

CIN: U60221RJ2010SGC030630

Tel.: 0141-2822210; Fax: 0141- 2822211

Website: www.jaipurmetrorail.in;

email: jmrc.finance@rajasthan.gov.in, df@jaipurmetrorail.in



F.2 (429) JMRC/FIN/Misc. Project Work/Phase 1B/

Date-

M/s Rakesh B L Agarwal & Co.
Chartered Accountants
F-161, "Shri Shyam Kunh"
Vaishali Nagar
Jaipur – 302001.

Request for proposal

Sub:- Request for Proposal for GST Expert's Witness in claim no. ix of case no. 2 of JMRC V/s M/s Continental Engineering Corporation(CEC) at International Chamber of Commerce(ICC), Arbitration no. 27935/XZG (c. 28195/XZG) under single source procurement method.

Sir,

Request for Proposal is being invited under Rule-17 of RTPPR under Single source procurement method for GST Expert's Witness in claim no. ix of case no. 2 of JMRC V/s M/s Continental Engineering Corporation(CEC) at International Chamber of Commerce(ICC), Arbitration no. 27935/XZG (c. 28195/XZG). Term of Reference of the aforesaid work is enclosed herewith for your reference.

You are requested to submit your financial proposals by 11.30 AM on 14.11.2024 to Director (Finance), Jaipur Metro Rail Corporation Ltd., Jaipur in a sealed envelope.

Encl.: As above

General Manager (Finance)

**TERMS OF REFERANCE
FOR
GST EXPERT WITNESS IN CLAIM NO. IX OF CASE 2 OF M/S CEC AT
ICC ARBITRATION NO. 27935/XZG (C. 28195/XZG) FOR JAIPUR METRO
RAIL CORPORATION LTD.**

1. BACKGROUND & OBJECTIVES

Jaipur Metro Rail Corporation Limited is a Government Company incorporated under the Companies Act, 1956 and having its registered office at Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur 302020. Company is especially set up by the Government of Rajasthan for execution of the Jaipur Metro Rail work. The Phase-IA i.e. Mansarovar to Chandpole is completed and Commercial operation has commenced from 03.06.2015. The Phase -1B i.e. Chandpole to Badi Chaupar is completed and commercial operation has commenced from 23.09.2020.

A contract for ICB No. JP/EW/1B/C1 for Design and Construction of Tunnel between Chandpole and Badi Chouper and Reversal Line by shield TBM, Underground Metro Station at Chhoti Chouper and Badi Chouper by cut & Cover Method East-West Corridor of Jaipur Metro(Phase-1B) at Jaipur Rajasthan was awarded to M/s CEC. As per contract Agreement Clause 14.7 (Section-1 ITB) which states that, all duties, taxes and levies payable by the contractor under the contract, or any other clause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total price bid submitted by the Bidder except Adjustments for Changes in Legislation.

From July, 2017 GST has been implemented in India and all the Indirect Taxes has been subsumed in the GST. Due to implementation of new Tax Act, as per clause 13.7 of GCC M/s CEC had to submit cost impact in contract price. But, the company did not submit the same, meanwhile JMRC had paid GST on provisional basis. M/s CEC demanded the GST without complying the clause 13.7 of GCC. Further this disputed matter was contested in the ICC level. Now, JMRC has to represent it's case in ICC. For this services of a GST expert is required as GST witness before the ICC.

2. SCOPE OF WORK

- (a) Detail study and report on exemptions and taxes applicable to the Contract prior to 1 July 2017.
- (b) Analysis of the legal provisions applicable under the GST Mechanism to the Contract from the date of implementation of GST.

(c) GST invoices raised between 1 July 2017 and to the date of the JMRC's GST computation methodology adopted through letter no. 1327 dated 31 October 2018 and letter no. 740 dated 20.08.2019 by JMRC, analysis of providing details regarding methodology adopted in respect of GST computation for payment of Invoices.

(d) Analysis of GST related issues as per terms and conditions of Contract pre and post GST Era on the basis of claim raised by M/s CEC.

(e) To visit the place of hearing (as & when required) along with the JMRC representative and the Lawyers of JMRC in relation to the hearing.

(f) To render any other similar professional advice in this matter.

(g) To discuss the related matters with the Lawyers/Officers of JMRC in person in this matter before attending the hearing of ICC as GST Witness.

3. TERMS OF PAYMENT

1. 50% of total professional fees including GST will be paid after submission of witness statement before ICC.

2. 25% of total professional fees including GST will be paid after completion of Witness hearing before ICC and balance 25% of total professional fees including GST shall be paid after completion of arguments before ICC.

3. The Corporation by written notice may, suspend/forfeit all payment if Professional (CA Firm) fails to perform any of obligations assigned to him.

4. Expenses on travelling and accommodation charges for official visit out of Jaipur will be paid on a nominal actual basis.

5. OTHER TERMS AND CONDITIONS

- The proposal should be valid for a minimum period of sixty (60) days from the last date for submission.
- Kindly note that JMRC is entitled to amend any RFP conditions, validity period, specifications, or extend the closing date and/or time of RFP before the last date for submission of proposal.
- JMRC reserves the right to verify any information contained in a proposal.
- JMRC reserves the right not to accept the proposal without assigning any reason thereof.
- The bidder should not be debarred / blacklisted, at the time of bidding, in any State Government Entity.

Financial Bid for GST EXPERT WITNESS in in claim no. ix of case no. 2 of JMRC V/s M/s Continental Engineering Corporation(CEC) at International Chamber of Commerce (ICC), Arbitration no. 27935/XZG (c. 28195/XZG)

Format-A

Financial Bid

S.No.	Description of Service	(Rs. in figures)	(Rs. in words)
(a)	Total fees including GST.		
(b)	Total		

Note:-

1. Jaipur Metro Rail Corporation shall pay the goods and service tax, on prevailing rates as applicable.

**Authorized signatory
(With Stamp)**

Format-B

Undertaking (On behalf of firm)

I, _____ partner/proprietor of M/s. _____ Chartered Accountants do hereby verify and declare

- i. That the particulars given by me/ us are complete and correct and that if any of the statement made or the information so furnished in the application from is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the Chartered Accountants Act, 1949 and the regulation framed there under:
- ii. That the firm or partners have not been debarred or cautioned by ICAI during the last three years, (if debarred, give details);
- iii. That individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under Section 2 (2) of the Chartered Accountants Act, 1949;
- iv. That the constitution of the firm as on 1st January of the relevant year shown in the resume is same as that in the constitution certificate issued by the ICAI.

(Signature of partner and Seal of the Firm)

Place:

Date: