

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	26-12-2023 13:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	26-12-2023 13:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Civil Aviation
<b>Department Name/विभाग का नाम</b>	Pawan Hans Limited
<b>Organisation Name/संगठन का नाम</b>	Pawan Hans Limited
<b>Office Name/कार्यालय का नाम</b>	Pawan Hans Limited Noida
<b>Item Category/मद केटेगरी</b>	Financial Advisory Services - Onsite; Tax Advisory
<b>Contract Period/अनुबंध अवधि</b>	2 Year(s) 1 Day(s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	698000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**Bid Details/बिड विवरण**

<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
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**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	17760

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GEM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक विडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के द्वायरे से बाहर रखा गया है।

(b). **EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।**

**Beneficiary/लाभार्थी :****COMPANY**

Pawan Hans Limited NOIDA, PAWAN HANS Limited, PAWAN HANS Limited, Ministry of Civil Aviation  
(Pawan Hans Ltd)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

#### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.:AS PER NIT**

**Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.:AS PER NIT**

**Scope of work to be uploaded by buyer:**<1702711655.pdf>

#### **Financial Advisory Services - Onsite; Tax Advisory ( 1 )**

##### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Deployment Location	Onsite
Category of financial advisory service	Tax Advisory
Sub-category of Financial Advisory Services	Filing GST
Financial Advisory Reports	Yes
Frequency of Progress Report	Monthly
Type of Professional/Resources required	Chartered accountant
Qualification of Professional/Resources required	ICWA , CA
Certification of Professional/Resources required	AS PER NIT

Specification	Values
Total Experience of Professionals / Resources (In years)	5 - 7 Years
<b>Addon(s)/एडऑन</b>	
Post Financial Advisory Support	NA

#### **Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़**

#### **Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Kalpana Vijay Adate	400056,PAWAN HANS LIMITED JUHU AERODROME	1	N/A

#### **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

##### **1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

Pawan Hans Limited

Western-Region

Mumbai

PHL/WR/F&A/GST/

Dated: 17/06/2023

**Sub:** E-Tender for Selection of GST Consultant for 2 Years from Financial Year 2023-24 for WR including bases.

## **BID INFORMATION AND INSTRUCTIONS TO BIDDERS**

- 1) Tender Value of Rs.5,92,000 for 2 Years Excluding GST annually contain for consultancy & return filling fees of Rs.18000 PM @ 12 Month amounting to Rs.216000/- Excluding GST & For Annual GST Audit & return 9 & 9C is 80,000/-Excluding GST., However GST will be paid additionally subject to documentary proof
- 2) To participate in tender, Bidders need to pay non-refundable Tender Processing Fees i.e. 500 plus GST @ 18 % online on PHL e- tender website <http://www.tenderwizard.com/PAWANHANS> in addition to the registration fee mentioned above.
- 3) EMD of Rs. 17,760/-
- 4) Performance Guarantee of Rs. 17,760/-i.e.@3 % of the contract value excluding GST.
- 5) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Tender Document along with a non-refundable processing fee. Bidding Company will be eligible to participate in the bidding process only on submission of tender processing fee to ITT.
- 6) The service required, bidding procedures and contract terms are described in the bidding document.
- 7) Pre-bid meeting for queries relating to the limited tender documents

## **BID SUBMISSION**

- 1) The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tender not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

### **2) All documents must be indexed.**

#### **A. Pre- qualification criteria Document: Scanned Copies to be uploaded (pdf): -**

The pre-qualification criteria Documents (Technical Bid) has to be prepared very carefully as indicated in Annexure-I and annexure-II read with clause 8.1 in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information/ documents should be

uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats supporting documents including all the pages of tender documents must be signed by hand of the authorized representatives along with date as token of acceptance of the terms & conditions of tender.

- B. **Financial Bid:** The bidder is required to submit the financial bid on lump-sum basis as per format in Annexure-IV. The bidder must check the prices carefully before uploading financial bid. Bidder shall submit their offers online in an electronic format both for “Pre-qualification criteria” and “Financial bid”.

Only one bid would be considered from one firm/ Company for online e- Tending.

The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. PHL also reserves the right to amend the dates mentioned in Key Events & Dates of this Bid documents. All prospective bidders will be notified of the amendment which will be final and binding on all the bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in Preparing their Bids, PHL, at its discretion, may extend the deadline for the submission of Bids. Further, PHL reserves the right to scrap the Tender or drop the tendering process at any stage without assigning any reason.

### **3) SECTION III: INSTRUCTIONS TO BIDDER**

#### **General**

PHL will select a GST Auditor in accordance with the method of selection from among the bidders, submitting proposals as per the terms & conditions of the Tender.

The name of the engagement is ‘APPOINTMENT OF GST CONSULATNT IN PHL MUMBAI- WESTERN REGION (MUMBAI, PORT BLAIR, RAJAMUNDRY, U.T. OF LAKSHDWEEP AND DAMAN & KERLA). The proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selection Firm.

#### **Ethical Standard**

Bidders are expected to observe the highest standard of ethics during the execution of the Contract. In pursuit of this policy, PHL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purpose of this provision, the terms set forth below are defined as follows:

- a. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b. ‘Fraudulent practice’ means a misrepresentation of facts in order to influence a selection process including collusive practices designed to establish bid prices at artificial, non- competitive levels to deprive PHL of the benefits of competition; and
- c. Bidder shall declare the names of close relations, if any employed in PHL, with particulars of Name, Relationship, Designation, Department where working.

### **3.1.1 Cost of Bidding**

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

### **3.2 Bidding Documents**

#### Contents

The Bid Documents shall consist of the tender documents along with all annexure/ forms &schedules attached thereto.

Bidders are expected to examine all instructions, forms, terms and other information in the bidding documents. Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

Tender forms containing deviations if any or over writing should be duly attested by the authorized signatory.

If there is a discrepancy between word and figures, the amount in word will prevail.

### **4. Scope of Work:**

As per the requirement of GST Act, Scope of work mentioned below:

- 1) File TDS on GST for all Detachments (6 Registration) on every 10th of the month.
- 2) File GSTR-1 Return for all Detachments i.e. upload Sales details on every 10 th of the month.
- 3) File GSTR-3B Return for all Detachments i.e. Payment of liability after considering credit i.e. input on every 20th of the month.
- 4) Draft the reply on various notices & attend the hearing if received from the GST Department.
- 5) Download SGST/CGST/IGST 2A form for all units for reconciling the account, also mentioning in reconciliation statement the month in which the input is appearing in 2B
- 6) Assist time to time in any new changes as and when asked.
- 7) Annual return 9 & 9C before the due date.
- 8). Reply to notices pending with PHL.
- 9) also mentioned month of

### **5.Schedule of Fee:**

- (a) The schedule of fee will be paid as follow
  - (i) L1, bidder will be awarded the GST Work

- (ii) Fees will be paid 30 days of following month in respect of GST Return & Consultancy & for GSTR 9 & 9C 30 days after completion of work.
- (iii) GST shall be paid extra as applicable.
- (iv) Tax deducted at source (TDS) will be made as applicable.

## **6.General Instructions:**

### **A. Instruction to CA firms/Cost Accountant Firm**

- 1.Fornat for Application (Annexure-I) must be completely filled in. Incomplete application will be rejected out-rightly.
- 2.Please ensure that date of registration of registered office/Branch Office(s), date of joining of partners /qualified/semi-qualified assistants in to the firm should be invariably inducted in the application.
- 3.All E-Tender /E-GEMS will be evaluated on the basis of documents furnished along with application only.
- 4.Since all the application will be evaluate strictly on the basis of selection Criteria as laid down in para 8.1, please avoid attaching unsolicited information/ documents to processing application expeditiously.
- 5. All document submitted should be signed by a partner with his name and under the seal of the firm.
- 6.Any application received after the stipulated date due to any reason whatsoever, will be rejected out-rightly.

### **B. List of document to be submitted along with E-Bids**

Interested firm are advised to go through content of Tender documents carefully and submit attested copies of the following documents in proper sequence along with E-Bids as described hereinafter:

- 1.Registration certificate of the firm issued by the Institute of Chartered Accountant of India/Institute of Cost Accountant of India, information related to year of establishment of Head Office & Branch Office (s), Address, details of partners and their membership nos. as indicated in the certificate will be treated as conclusive and final information for evaluation of E-Bids.
- 2.Membership certificate of the Partners/Qualified Assistant issued by the institute of Chartered Accountants of India /Cost Accountant of India.
- 3.Copy of PAN Card/GST Registration Certificate.
- 4.A copy of complete E-Tender/E-GEM document duly signed & document are to be signed by the partner/owner of the firm along with seal of the firm as a token of acceptance of all term & Conditions.

## **7.Criteria for appointment**

1. Chartered Accountants or Cost Accountant firm with not less than three partners having experience of at least five years related to Service Tax/ VAT and Customs matters and also presently dealing in GST.

2. Accordingly, it is suggested that the Company should adopt open/gems tender process of finalize the GST Consultant for 2 Years from the financial year 2023-24 for Western-Region Office including its bases 6 detachment & extendable by 1 more years on the basis of the performance

1.Mumbai

2. Port Blair

3.Rajamundry

4.U.T. of Lakshadweep

5. Daman

6.Kerala

3.EMD: Scanned copy of EMD (Original EMD-Demand Draft 3% of Tender Value drawn in favour of PHL Payable at Mumbai from any Nationalised /Schedule Bank shall be submitted to HOD (F&A), Pawan Hans Limited, Juhu Areodrome, S.V. Road, Vile Parle (W), Mumbai-400056

Further EMD will be refunded to unsuccessful bidders after finalisation of successful bidder/ cancellation of tender. Also the said EMD will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Security Deposit/Bank Guarantee or can be adjusted against the Performance Security Deposit/Bank Guarantee upon request. EMD shall not carry any interest. (II) EMD of the bidder will be forfeited if: (a) After opening of the tender, the bidder revokes his tender within the validity period or modifies his bid. (b) The bidder does not submit Performance Security Deposit/Bank Guarantee within stipulated period

4.Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a schedule Commercial bank. Performance security is to be furnished within 21 days on notification of the award & it should remain valid for a period of 60 days beyond the date of completion of all contractual obligation.

5.Fee for Tender Document: Scanned copy of Tender fees (original Tender fees –Demand Draft of Rs.590/-with GST /-drawn in favour of PHL Payable at Mumbai from any Nationalised /Schedule Bank shall be submitted to HOD (F&A), Pawan Hans Limited, Juhu Areodrome, S.V. Road, Vile Parle (W), Mumbai-400056

6.The bidders having Head office/Corporate office in Mumbai as we required physical visit to our office in Mumbai & Turnover more than 1 cr.

7.Bidder must Gst registered.

## **8. Terms and Conditions:**

(i) Assignment of GST Consultant is intended to be awarded initially for 2 years and renewable for another 1-year subject to satisfactory performance.

(ii) The tenure of appointment shall be at the sole discretion of the Company. The appointment for said assignment initially for 2 years & further extended for 1 more-year subject to satisfactory performance. It is expressly stated here that empanelment of the Firms/LLPs is not to be construed as assured appointment and the Company reserve the right not to appoint/reappoint at its sole discretion without assigning any reason thereof

(iii) The Company reserve the right to accept/ reject any or all the offers without assigning any reason whatsoever therefore.

(iv) Overwriting/Correction/erase and /or use of white ink should be avoided in the offer.

However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant Firm/LLPs.

(v) Declaration that applicant Chartered Accountant /Cost Accountants Firms/LLPs have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years shall be submitted in Annexure-II

(vi) Company shall deduct TDS/any other tax /levy as prevailing rules/rates.

(vii) All the pages of this tender documents and document submitted along with the Bid shall have to be authenticated by the authorised signatory of the applicant Firms/LLPs along with the Firms/LLPs seal.

The E-tender should be submitted strictly as per the terms and conditions laid down in the document shall be submitted on line. For further clarification the undersigned may be contacted to HOD (F&A) Pawan Hans limited. Contact No.0120-2476778/022-26261722

**9. Liquidated Damages:** For Delay in filing of return Liquidated Damages may be levied as per the guideline of GST for late filing return, whereas In case of delay in the Reply to the Notice /letter received from Department, Minimum Liquidated Damages amount of 250 per day will be levied subject to maximum 10% of Contract Value

## **10. Compliance /Declarations/Certificates by Firms/LLPs on appointment**

- (i) The Chartered Accountants / Cost Accountants Firms/LLPs shall not sub-contract the assigned work.
- (ii) The assignment shall be completed within time frame specified by the Company.
- (iii) The Chartered Accountants / Cost Accountants Firms/LLPs shall work in strict confidence and shall ensure that the related data of information in respect of the operation of the Base Office is dealt with in strict confidentiality and secrecy.
- (iv) Neither the Chartered Accountant/Cost Accountant Firm/LLPs shall be free from any disqualification under The Companies Act,2013
- (v) No partner of the Chartered Accountant/Cost Accountant Firms/LLP's should be related to either M.D. or any Whole Time Directors or Part Time Directors of the Company within the meaning of the Companies Act,2013.
- (vi) The Chartered Accountants / Cost Accountants Firms/LLPs shall be free from any disqualification under the Companies Act,2013.
- (vii) The partners holding Certificate of Practice issued by Institute of Chartered / Cost Accountants of India shall be in Whole time practice

## **11. Debarring Provisions:**

The Chartered Accountants Firms/ Cost Accountants Firms /LLP will be debarred from getting the GST audit or any other assignments of Pawan Hans Ltd:

- ( i) if the Firms/LLPs obtains the appointment on the basis of false information/mis-statement.
- (ii) if the Firms/LLPs does not take up audit in terms of tender/appointment letter.
- (iii) If the Firms/LLPs fails to maintain /honour confidentiality and secrecy of the Company's data.

## ANNEXURE-I

### **Format of Application**

1.	Name of the Firm	
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2.	Registration No. Of firm: -  (Institute of Chartered Accountant of India/ Institute of Accountant of India)		Respective page no of the document.
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3.	Date of Registration of the firm		Page no.
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4. Details of Head Office & Branch

Office(s):- Head Office:-

Address	Date of Establishment	Contact No(s)/ Fax	E-mail	Page No.

Branch Office 1:-

Address	Date of Establishment	Contact No(s)/ Fax	E-mail	Page No.

(Insert further Branch Office(s), if any)

5. Details of Partners in the Firm/ Limited Liability Partnership (The partners only full time associated with the firm and should not be partner with any other firm only be included):-

Sl. No.	Name of the Partner	Membership No.	Membership status ACA/ FCA/ ACMA/ FCMA	Date of joining of the firm as partner	Respective page no of the document

6. Details of Qualified Assistants (Full time):-

Sl No.	Name of the Qualified Assistants	Membership No.	Membership status ACA/ FCA/ ACMA/ FCMA	Respective page no of the document.

7. Details of Semi- Qualified Assistants: -

Sl No.			

8.

8.	PAN No. Of the firm	Page No.

9. Bank details for NEFT: -

i.	Bank Name	
ii.	Branch Name, Address & Pin Code	
iii.	Type of account (saving or current account)	
iv.	IFSC Code No.	

Declaration:

I/We, \_\_\_\_\_ Partner/owner of the Firm \_\_\_\_\_, hereby declare that the above information furnished is true & correct to the best of my knowledge and I will abide by the Terms & conditions set by the company for the Appointment as GST Auditors.

Signature of Partner with Name

& Seal of the Audit Firm

Annexure-II

Declaration of ineligibility (By the CA/CMA Firm)

I/We M/s \_\_\_\_\_ (Name of Chartered Account/Cost Accountant Firm/LLP) hereby certify that I/We have not been banned/ de-listed/ de-barred from business by any PSU/Govt. Department during last 03 (three) years.

Signature of Partner with  
Name & Seal of the Audit Firm

Address of offices along with the name, address and contact no. Of the concerned official in the format enclosed at Annexure-III

Price Bid:2

Duly filled up composited lump-sum Audit Fee both in figures and words in the enclosed format at annexure IV. The bid schedule must be prepared in accordance with the instructions specified below:

- It is to be noted that prices/ fee should be quoted in the prescribe format for the scope of work on lump-sum; Indian Rupees only (including all applicable taxes, duties, without any escalation) except GST, which will be reimbursed on submission of proper Tax Invoice required under GST laws.
- Bidder shall strictly quote lump sum price for the GST assignment. This lump sum should include all amounts towards out of pocket, Travelling, conveyances, lodging if any.
- The rated quoted by the Bidders shall remain firm during the validity period and nether the rates can be enhanced nor can the Offer/Tender be withdrawn during this period of validity.
- Acceptance of the Tender will be intimated to the successful bidder through a Letter of Acceptance/ Work Order. The GST Auditor shall commence the work immediately on receipt of letter of Acceptance. In the event of failure on the part of the GST Consultant to start the work within the specific time, the acceptance of the tender shall be considered as withdrawn.

Evaluation Criteria:

- a) Bidders will be evaluated on the basis of 'Pre-Qualification Criteria Evaluation' and those who qualify will only be considered for opening of financial bids.
- b) Evaluation of Price Bids will be done on the basis of the composite lump-sum GST Assignment fee indicated by the GST Consultant.
- c) Selection of Bidder shall be done on L-1 basis (total lump-sum audit fee for all the registration/ stated, PHL is not bound to accept the lowest or any tender which may be received and Bidder in turn shall have no right to raise any claim, whatsoever it may be, due to or arising out of ejection of tenders.

#### **Signing of Contract**

Letter of Acceptance (LOA) shall be issued by PHL to the successful bidder inviting him to visit PHL for finalization & signing of the contract.

Contract document has to be signed with seven (7) days of LOA. The date of actual signing of contract or the seventh day for issue of LOA, whichever is earlier shall be regarded as effective date of contract”.

The contract agreement will be signed in English language in two originals, one each for PHL and GST Consultant.

## **CONDITIONS OF THE CONTRACT**

### **1.1 Contract and Interpretation**

#### **1.1.1 Definitions**

1.1.1.1 In this contract, the following terms shall be interpreted as indicated below.

##### **a. Contract elements**

- i. “Contract” means the Contract Agreement entered into between the GST Consultant and PHL, together with Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and term ‘the contract’ shall in all such documents be construed accordingly.
- ii. ‘CC’ means the conditions of contract.
- iii. Contract Documents means the documents specified in CC clause 4.1.2.
- iv. Contract Agreement means the agreement entered into between the GST Consultant and PHL using the contract agreement form contained in the Annexure-V of the NIT and any modifications to this form mutually agreed to by the bidder and PHL.
- v. Technical Requirements means the requirements mentioned in the Scope of Work.
- vi. Contract Price means the price of prices as specified in Clause 4.3.1 OF THE Contract agreement.
- vii. ‘Bidding Documents’ refers to the collection of documents issued by PHL to instruct and inform bidders of the processes for bidding, selection and contract formation, as well as the Contractual conditions governing the relationship between the GST Consultant and PHL.

##### **b. Subject:**

- i. Services means all technical, logistics, management and any other Services to be provided by the GST Auditor under the Contract.
- ii. Materials means all documentation in printable form and all instructional and informational aides in any form (including audio, video and text) and on any medium, provided to the GST Auditor under the Contract.
- iii. Final Acceptance means the acceptance by PHL after successful completion of the contract.

##### **c. Place and Time**

- i. Effective Date of Contract means the date of actual signing of the Contract Agreement or the seventh day from issue of letter of acceptance whichever is earlier.
- ii. Contract Period is the time period during which this Contract governs the relations and obligations of the Auditor and PHL.

### **4.1.2. Contract Documents**

4.1.2.1 Subject to clause 4.1.2.2, all documents forming part of the Contact (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

4.1.2.2- The order of precedence of the Contract documents will be as follows:

- i. Contract Agreement
- ii. Letter of Acceptance issued by the GST Auditor to PHL.
- iii. Notice Inviting Tender (Conditions of Contract, Scope of the Work and enclosed Annexure and Forms)

#### **4.1.3 Interpretation**

- a. Language Contract Documents, all correspondence, and communications to be given shall be in English, and the Contract shall be construed and interpreted in accordance with that language.
- b. Singular and Plural the singular shall include the Plural and the plural, the singular except where the context otherwise requires.
- c. Headings the headings and marginal notes in the CC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- d. Person Words importing persons or parties shall include firms, corporations and government entities.
- e. The Contract constitutes the entire agreement between PHL and the GST Consultant with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.
- f. Amendment No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.
- g. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **4.1.4 Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of India under the exclusive jurisdiction of the Courts in Maharashtra.

#### **4.1.5 Settlement of Disputes**

- a. Mutual Settlement of Disputes

Except where otherwise provided for in the contract, all questions and disputes relating to any matter directly or indirectly connected with this Contract Agreement shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations between the parties.

**b. Conciliation**

All questions, claims, disputes and a difference of any kind whatsoever arising out of or in connection with or concerning this Contract Agreement, at any time, whether before or after determination of the contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum/ Body.

The Conciliatory Forum / Body will be composed of the following members: -

- i) Nominee of PHL (to be nominated by CMD, PHL)
- ii) Nominee of the GST Auditor.

The parties to the dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within period of three months from the date of reference to the Conciliatory Forum /Body on failure of the Conciliation , the aforesaid questions, claims, disputes and or differences shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as herein after mentioned.

**c. Arbitration**

Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appoint by CMD, PHL. Before appointing the Sole Arbitrator, CMD, PHL shall nominated three names out of which the GST Consultant shall give his consent for one of them for appointment as a Sole Arbitrator, falling which after 10 days of the issuance of the letter informing three names, CMD PHL, shall have power to appoint one of the three notified persons as the Sole Arbitrator.

In case CMD not holding the post for any reason, the officer who for the time being is entrusted with the functions of the CMD, PHL, by Whatever designation, such officer is called, shall be the person designated to appoint the Sole Arbitrator, The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto

**4.2 4.2.1**

The provision of the Arbitration and Conciliation Act ,1996 with subsequent amendment and the rules framed three under, if any and all modification / amendments thereto shall deem to apply.

Services under the contract shall be continued by the GST Auditor, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by PHL. The place of arbitration shall be at Mumbai.

**d. General**

There shall be no suspension of work on account of arbitration provided that the obligations of the GST Consultant shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to Suspend the work to which the dispute related on account of arbitration.

The cost of arbitration shall be equally shared by the respective parties. The parties agree to comply with the award(s) resulting from the arbitration.

Annexure-iii

**BIDDER DETAILS**

Name of the Bidder

Address

Head Office Address

Ownership details

Status of the Bidder (Computer, Firm, LLP)

Place of incorporation

Date of incorporation/ establishment

Name of the authorized Person

Telephone Nos.

Fax No.

Mobile No.

Email Address

Name and address of bankers for e-payment

Web Site address (if any)

PAN Number (photo copy to be attached)

No. Of years of operation in India

Offer validation (minimum 30 days)

Financial details of the Bidder (for the last three years)

1. Year
2. Turnover (Rs. In LAKH)

We, hereby, certify that all information provided above is correct and true to the best of our knowledge.

Date: SIGNATURE OF BIDDER

Place: NAME

DESIGNATURE & SEAL

**Part-2**

**ANNEXURE-IV**

FORMAT FOR QUOTING COMPOSITE LUMP-SUM PRICE BID FOR GST AUDITOR  
(Amount)

Professional fee for GST Audit

<b>PARTICULAR</b>	<b>Lump sum Total Fee For the year 2023-24 &amp; 2024-25 all Registrations (6 Registrations)</b>
Lump Sum Professional fees for GST audit (including out of pocket, Travelling, Conveyances, lodging if any)	

Note:

1. The prices shall be excluding GST. Applicable GST shall be paid extra at actual.
2. The total professional fees inclusive of out of pocket expenses, expenses of travelling outstation if required etc. Shall be considered for price bid evaluation and determination of lowest bid. No other amount other than lump sum quoted will be paid. There cannot be piecemeal bid for different audits.
3. Price bid with conditions shall not be considered/may be rejected.

For

Authorised signatory

Place

Date:

Annexure-V

**CONTRACT AGREEMENT FORM**

(To be entered on a Non-Judicial Stamped Paper of Suitable Value)

AGREEMENT ARTICLES OF THE AGREEMENT made this ..... th day of ..... 2023 between M/s. Pawan Hans limited, S.V. Road, Juhu Aerodrome, Vile Parle (W), Mumbai-400 056 (hereinafter referred to as "PHL" which expression shall include his/their executors, administrators and assigns) of one part and M/s ..... (hereinafter referred to as the auditor, which expression shall include his/ their, executors, administrators and assigns) of the other part and whereas PHL had issued the Notices inviting Tender vide No.

PHL/FIN/GSTAUDITOR/2023-24 dated 1 February, 2019 against which the GST Auditor has submitted its quotation dated ..... PHL has issued letter of appointment vide No. PHL/FIN/GST AUDITOR/2017-18 dated ..... to the GST AUDITOR, which has been accepted by them.

NOW IT IS HEREBY AGREED as follows: -

That the Notice Inviting Tender, Quotation and letter of appointment including the following shall be deemed to form an integral part of this agreement:

- (a) General Terms & Conditions of Tender;
- (b) Related Terms & Conditions of Tender;
- (c) Scope of work and deliverables;
- (d) Audit Fee and terms & deliverable;

In witness thereof, of partied put their hand this ..... th day of, 2023 in the presence of :-

I. Witness No. 1  
II. Witness No. 2

For Pawan Hans limited  
For

Annexure-VI

**CONFIDENTIAL MUTUAL NON-DISCLOSURE AGREEMENT (To be entered on a Non-Judicial Stamp  
Paper of Suitable Value)**

This MUTUAL NONDISCLOSER AGREEMENT (this Agreement) is entered into effective as of the, between and WHEREAS, the Parties have entered into discussions regarding the following proposed business arrangements:

WHEREAS, the Parties desire to disclose to each other, confidential information in connection

With these discussions regarding, or in anticipation of, such business arrangement;

NOW THEREFORE, in consideration of the disclosure of Confidential Information ( as defined herein ) by either Party ,the Parties agree as follows:

1. As used herein: 'Confidential Information' means communications or data information disclosed by the GST Consultant limited to concept ,idea know-how ,process, technique, data classification techniques, data structures, technology, features and enhancements to the GST Consultant's software ,business plans, marketing materials and plans, technical or financial information, drawings, specifications, data ,databases, price lists , prices disclosed by either party ,whether conveyed in oral written, graphic, or electric form or otherwise

2. Without prejudice to the terms and conditions of the subject contract ,all Confidential Information disclosed by the PHL OR the GST Consultant ,respectively ,each party agrees that it will treat the Confidential Information as confidential Information as confidential using reasonable safeguards against the unauthorized disclosure of the Confidential Information and that it will protect such Confidential Information at least as securely as it protects its own proprietary and confidential information ,which in any event shall not be less than a reasonable standard of care.

3. Each of the PHL and the GST Consultant agree that:

(i) The documents provided hereunder containing Confidential Information shall be used solely for the purpose of evaluating its interest in the business arrangements described or performing an agreement between the Parties hereto;

(ii) It will not use such Confidential Information disclose or disseminate Confidential Information to anyone

Except its Representatives with a need to know and involved in the consideration or performance of the business arrangements described herein or as required by law. As used herein, the term 'Representatives 'shall

mean, with respect to the PHL or the GST Consultant, as appropriate its directors, officers, employees, GST Consultant, bankers, attorney, agents and advisors.

This Agreement shall not apply to Confidential Information that:

- (a) Is now, or in the future enters the public domain, through no fault of GST Consultant (as the case may be); or
- (b) Has been disclosed the PHL or the GST Consultant (as the case may be) by a third without restriction; or
- (c) is known to the general public through publication or otherwise; or
- (d) Is already known to PHL or the GST Consultant (as the case may be) at the time of its disclosure; or
- (e) Is independently developed by PHL or the GST Consultant (as the case may be)

Each of the PHL or the GST Consultant, as applicable, may disclose information as part of an administrative or judicial action provided; either party gives the other advance written notice of such proposed disclosure.

5. Each of the PHL or GST Consultant shall have, or shall enter into, agreements with its parent, divisions, subsidiary companies, partners, contractors, subcontractors and Solution Providers that will safeguard the Confidential Information disclosed hereunder consistent with the terms of the Agreement. With respect to Representatives, who will have access to Confidentiality Information as to their obligation contained herein.

6. Except as expressly provided herein, no licence or right is granted by either Party under any patent, patent application, trademark, copyright, software or trade secret.

7. Each of PHL and the GST Consultant Acknowledge that the other has endeavoured to include in its Confidential Information known to it which it believes to be relevant for the purpose of their mutual investigation and assessment of potential business arrangements.

8. Any modification or amendment to this Agreement must be in writing and signed by authorized officials of each Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.

9. This Agreement of the PHL's and the GST Consultant's obligation with respect to the Confidential Information contained herein shall be life long from the date of Agreement. At the PHL's or the GST Consultant's request all confidential information of the PHL or the GST Consultant in tangible form that is in possession of the other party shall be returned or destroyed.

10. If any clause, provision or term of this agreement is declared illegal, invalid ,or unenforceable under applicable present or future laws, then those of the clauses of this agreement which are distinguishable and separable shall not be affected and , in lieu of any such clause , provision , or term , there shall be added with mutual consent as a part hereof a substitute clause, provision or term as similar in substance or such illegal , invalid or unenforceable clause , provision or term as may be possible.

11. This agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. it is understood that the affected party may seek remedy in accordance with the term and conditions of the subject agreement.

12. This Agreement shall be governed by the laws of India.

13. The undersigned warrant and represent that they have the authority to enter into this agreement on behalf of the person, entity or corporation listed above their name.

14. This agreement may be executed in counterparts (including by facsimile signature), each of which shall be deemed to be original, and all of which shall constitute the same instrument. This Agreement shall become effective when countersigned by the PHL in accordance with paragraph

For Pawan Hans Ltd

For Firm.....

Signature

Signature Name

Designation:

Designation: