



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4450653

Dated/दिनांक : 09-01-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 24-01-2024 14:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 24-01-2024 14:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Civil Aviation |
| Department Name/विभाग का नाम | Airports Authority Of India (aai) |
| Organisation Name/संगठन का नाम | Airports Authority Of India |
| Office Name/कार्यालय का नाम | Chandigarh |
| Item Category/मद केटगरी | Custom Bid for Services - Engagement of Tax consultant as per attached scope of work |
| Contract Period/अनुबंध अवधि | 2 Year(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 6 Lakh (s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 7 Year (s) |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |

| Bid Details/बिड विवरण | |
|--|--|
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी | Yes |
| Type of Bid/बिड का प्रकार | Single Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 148562 |
| Payment Timelines | Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the

"OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. 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.

6. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1704777781.pdf](#)

Instruction To Bidder:[1704777791.pdf](#)

Scope of Work:[1704777817.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1704777838.pdf](#)

Service Level Agreement (SLA):[1704777850.pdf](#)

Payment Terms:[1704777858.pdf](#)

Penalties:[1704777866.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1704777880.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1704777915.pdf](#)

GEM Availability Report (GAR):[1704777922.pdf](#)

Custom Bid For Services - Engagement Of Tax Consultant As Per Attached Scope Of Work (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|--|
| Core | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Engagement of Tax consultant as per attached scope of work |
| Regulatory/ Statutory Compliance of Service | YES |
| Compliance of Service to SOW, STC, SLA etc | YES |
| Addon(s)/एडऑन | |

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स चार्ज (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|--|--|--|
| 1 | Ravinder Kumar | 160003,O/O CIVIL AIR TERMINAL CHANDIGARH | 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

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

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 निविदा 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Notice Inviting Quotation

Quotations are invited on behalf of Chairman, by Coordinating In-Charge, Airports Authority of India, Civil Air Terminal, Chandigarh, for the work of engagement of Tax Consultant for works as per Annexure III for a period of 2 years from the reputed/registered Chartered Accountant agencies based in Tricity (Chandigarh/Panchkula/Mohali) having experience in similar nature of work. The detailed scope of work is as per Annexure III

ELIGIBILITY CRITERIA:

- (1) The bidder/agency must have a minimum of seven years' experience of similar works
- (2) The bidder/agency should have minimum turnover of 6.00 Lakhs in one of the last three previous years
- (3) The bidder/agency must be based in Tricity (Chandigarh/Panchkula/Mohali) or should have their established office in Tricity

Technical Bid containing:

1. Self-attested copy of successful completion certificate(s) in respect of similar work(s) of sufficient duration (at least one year) by the awarding agency, as proof of experience.
2. Self-attested copy of PAN card of firm or of individual in case of sole proprietorship
3. Self-attested copy of GSTIN. (Mere non-submission will not be considered as exemption/non-applicability.)
4. Proof of turnover
5. ICAI firm card/Tricity establishment proof
6. Unconditional acceptance letter on letter head in the format as per Annexure I, duly filled in, signed and sealed by the bidder/authorized signatory.
[The agency should give unconditional acceptance to AAI's quotation condition in its entirety. No remarks/conditions should be made. In case an additional condition is made, the quotation shall be summarily rejected.]
7. Copy of NIQ along with all the annexures signed by the agency along with seal
8. Agencies may avoid enclosing extra documents than those mentioned above, to avoid confusion in evaluation.

TERMS AND CONDITIONS

1. The quotation offer shall remain valid for 90 days (ninety days) from the date of opening.
2. The right of acceptance of the quotation shall rest with the Competent Authority of AAI, who does not bind himself/herself to accept any quotation and reserves the right to reject all or any of the quotations received or part thereof without assigning any reason.
3. The successful agency shall enter into a contract agreement as per Annexure IV before start of the work. The contract agreement shall be executed on a non-judicial stamp paper of Rs 100/- and the cost of the stamp paper shall be borne by the agency.
4. Security Deposit @10% of the contract amount shall be deposited by the agency in advance or will be deducted from running quarterly bills. This Security Deposit shall be refunded after completion of the work i.e. filing/finalization of all the tax returns etc. relating to the period of the contract.
5. Payments shall be released after receipt of bill on quarterly basis after deduction of applicable taxes and the same shall be subject to satisfactory services rendered by the agency for the period of the bill.
6. In case of any breach in the scope of work or non-completion of assigned work in due time a penalty @ Rs 700/- per day or per instance shall be imposed on the agency which shall be deducted from the following running bills/security deposit.
7. AAI reserves the right to terminate the contract at any time by giving notice of period till the end of running month.
8. During the contract period, no increase whatsoever will be given to the agency other than the quoted and accepted rates/charges on INR.
9. The agency shall ensure compliance to all tax and labour regulations applicable from time to time. The Compliance and proof thereof shall be submitted to this office without loss of time to ensure timely payment.

Annexure 1

ACCEPTANCE LETTER

To,

Coordinating In-Charge
Airport Authority of India
Civil Air Terminal
Chandigarh

Sir,

ACCEPTANCE OF AAI's QUOTATION CONDITIONS

The Quotation documents for the work 'Engagement of Tax Consultant for various works as per the scope of work (Annexure III) at Civil Air Terminal, Chandigarh' as per NIQ have been issued by Airport Authority of India and I/we have read the entire terms and conditions of the quotation documents made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/clause contained therein.

I/we hereby unconditionally accept the quotation conditions of AAI, by quotation documents in its entirety for the above facility.

The contents of all clauses of Terms and Conditions of Notice Inviting Quotation have been noted including one wherein it is clarified that AAI reserves the rights to reject the conditional quotations without assigning any reason thereto.

I/we declare that I/we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the appropriate authority in AAI.

Date:

Yours Faithfully
(Signature and seal of the bidder)

Annexure II

AIRPORT AUTHORITY OF INDIA CIVIL AIR TERMINAL CHANDIGARH

PRICE BID

Name of work: Engagement of Tax consultant for works as per the scope of work (Annexure III)

(Rate and Amount in INR)

| Sr. No. | Description of Items. | Unit | Qty | Rate per year | Amount for two years (in Figures (Rupees)) | Amount (in Words) (Rupees) |
|---------|--|------|---------|---------------|--|----------------------------|
| 1. | Engagement of Tax consultant for works as per the scope of work (Annexure III) | Year | 2 years | | | |

Note: Rates must be inclusive of all types of charges and applicable statutory taxes and levies other than GST. GST shall be refunded on production of proof of submission.

Date:

(Signature and seal of bidder)

Annexure III

SCOPE OF WORK

1. To give opinions/comments/clarifications on issues/matters as referred from time to time in relation to TDS, TCS, GST, GST TDS, including but not limited to availing Input Tax Credit and output based on the data derived from SAP;
2. Preparation of all tax challans based on the details provided by AAI Chandigarh and filing of all TDS, TCS, GST, GST TDS Returns on timely basis both quarterly and yearly based on the data derived from SAP;
3. Reconciliation of TDS, TCS, GST, GST TDS with AAI accounts as per AAI RHQ/CHQ guidelines including GSTR1 GSTR2A and GSTR2B GSTR3 GSTR7 based on the data derived from SAP
4. Generation of TDS, TDS and GST certificates in r/o vendors, and employees based on the data derived from SAP
5. Response to all the notices from authorities and other TAXATION/GST issues raised in any audit and follow up. AAI shall provide documentary evidences for preparation of submission of replies against any notice/ order/ query from any tax department based on the data derived from SAP.
6. Any other Tax related work as and when arises as per Govt. guidelines
7. Compliance of all other statutory returns/certificates like Income Tax, TDS/WCT/Labour cess/EPF and other applicable laws including deposits of all taxes with the Government Authorities on or before the due dates.
8. Update the AAI officials about various amendments taking place in tax laws/ rules, regulations, circulars, directions etc. from time to time and provide appropriate assistance about the compliance thereof.
9. Reconciliation of GST Electronic cash ledger and Electronic credit ledger as per GST Portal with cash and credit ledger as per books of accounts on timely basis based on the data derived from SAP.
10. Visiting SAU Chandigarh on requirement basis.

The above mentioned "Scope of work" is indicative and not exhaustive. Scope of work shall include providing professional assistance for all the activities /matters related to Direct/Indirect Tax Law (Taxation/ GST).

Annexure IV

AGREEMENT

This agreement is made _____ day of _____, 2024 between **Airports Authority of India**, a statutory corporation incorporated under the Airports Authority of India Act 55 of 1994 having its Head Office at Rajiv Gandhi Bhawan, Safdurjung Airport, New Delhi 110003 through its Coordinating In-Charge, Civil Air Terminal, Chandigarh 160003 (hereinafter referred to as "owner" or "AAI" which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s** _____ (hereinafter referred to as "Supplier/Agency/Firm" which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of " Engagement of Tax consultant for works as per the scope of work as per (Annexure III) of NIQ at Civil Airport Chandigarh" (Period: Two years) (hereinafter called work) done by means of a contract and had invited tenders for this work as per tender documents issued for this purpose.

And whereas the Supplier/Agency/Firm had participated in the above referred bidding vide their proposal dated _____ and other subsequent referred letters. AAI accepted their aforesaid proposal and awarded the work to the Supplier/Agency/Firm on the terms and conditions contained in its acceptance letter no. _____ and documents referred to therein which have been accepted by _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER

The owner has awarded the contract to the Supplier/Agency/Firm for the work of "Engagement of Tax Consultant for works as per (Annexure III) of NIQ at Civil Airport Chandigarh" for the period of Two Years on the terms and conditions contained in its award letter no. _____ dated _____ and documents referred to therein, the award has taken effect from _____.

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform the tender document and what has been specifically agreed to by the owner on its letter of acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the Supplier/Agency/Firm in its proposal not agreed to by owner in its letter of acceptance or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

Conditions and Covenants:

The scope of contract consideration, terms of payment, prices adjustment taxes, wherever applicable insurance, liquidated damages, period of completion, defects liability period and all other terms and conditions are contained in aforesaid tender documents. The contract shall be duly performed by the Supplier/Agency/Firm strictly and faithfully in accordance with the terms of agreement.

This agreement constitutes full and complete understanding between the parties. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms

and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by the authorized representative of both the parties.

Settlement of Disputes:

It specifically agreed by and between the parties that all the disputes arising out of the agreement are touching the subject matter of the agreement shall be decided by the process of settlement and Arbitration under the Provision of Indian Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being enforced shall have exclusive jurisdiction over the same.

Notice of Default:

Notice of default given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered against acknowledgement due addressed to the signatories at the address mentioned hereby in above.

General Terms & Conditions:

- The agency is required to comply with the provisions of the Contract Labour (regulation and Abolition Act 1970 and Minimum Wages Act 1948 and Rules there of Central/ State Government.
- The agency is required to comply with the provisions of all applicable Laws, Ordinance, Rules and Regulations prescribed in Contract Labour Act 1970, Minimum Wages Act 1948 and Workman Compensation Act 1923 or any modifications there of any other Laws relating and rules made hereunder from time to time. The Compliance and proof thereof shall be submitted to this office without loss of time.
- During the contract period, no increase whatsoever will be given to the agency other than the quoted and accepted rates/charges in INR on quarterly basis.
- All the terms and conditions mentioned in NIQ and award letter shall be part of this agreement

IN WITNESS WHERE OF The parties through their duly authorized representative have executed these present (execution where of has been approved by the competent authority of both the parties) and the day month and year mentioned above at Chandigarh.

Supplier/Agency/Firm's Signature

Owner's Signature (AAI)

WITNESS:

1.

2.