

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	26-08-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	26-08-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Power Finance Corporation Limited
संगठन का नाम / Organisation Name	Power Finance Corporation Limited
कार्यालय का नाम / Office Name	New Delhi
वस्तु श्रेणी / Item Category	Hiring of Consultants - Milestone/Deliverable Based - Subject Matter Experts; CA Firm Appointment of Consultant for GST on retainer basis; Yes; Hybrid(As specified in scope of work)
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	51 Lakh (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1268500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance

Yes

1. 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.

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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:[1754909364.pdf](#)

Profile of Consultants:[1754909367.pdf](#)

Payment Terms:[1754909375.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per file attached	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):60:40

Hiring Of Consultants - Milestone/Deliverable Based - Subject Matter Experts; CA Firm Appointment Of Consultant For GST On Retainer Basis; Yes; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Consulting Category/ Stream	Subject Matter Experts
Consultant's Profile	CA Firm Appointment of Consultant for GST on retainer basis
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
50%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Chitra Puri	110001,Power Finance Corporation Limited, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001	1	N/A

क्रता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

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. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The Average annual turnover is being shown on GeM Bidding document is Rs. 51 Lakhs (Max. permitted on GeM). However, as per RFP, the minimum Average Annual turnover is 200 Lakhs for a period of past 5 completed years, for the bidders to be qualified.

2. The experience criteria is being shown on GeM Bidding document is 7 years (max. permitted on GeM). However, as per RFP, the minimum experience of firm required is 12 years, for the bidders to be qualified.

3. Technical Parameters such as Turnover criteria, experience criteria etc. shall be as per RFP.

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

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

अस्वीकरण/Disclaimer

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---



Appointment of Consultant for GST on retainership basis



A Maharatna Company

Request for Proposal (RFP)

Appointment of Consultant for GST on retainership basis

INVITATION TO BIDS

Reference Number: 03:04:11:GST:Tender:2025-26 dated 11.08.2025

POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi-110001, India



Appointment of Consultant for GST on retainership basis

DISCLAIMER

This RFP is not an offer by Power Finance Corporation Limited, but an invitation to receive electronic proposals/e-bids from interested eligible bidders for selection of bidder for **“Consultant for GST on retainership basis”**

No contractual obligation whatsoever shall arise from the RFP process unless and until a LOA is issued and accepted by successful bidder and signing of agreement, if any.

This RFP is being issued with no financial commitment and PFC reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same or abolish the requirement at any stage.



Appointment of Consultant for GST on retainership basis

POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi-110 001, India
INVITATION TO BID

Ref. No. 03:04:11:GST:Tender:2025-26

Date: 11.08.2025

1. Power Finance Corporation Ltd. intends to invite e-bids for “**Appointment of Consultant for GST on retainership basis**”.
2. Interested bidders must go through the complete tender document for details before submission of their Bids on GeM portal. Interested bidders may obtain further information from the Office of Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India with below mentioned contact details.
3. Bids shall be received up to **03.00 pm on 26.08.2025** through GeM PORTAL. **Technical Bids** shall be opened on the same day at 03.30 pm. The time table for bid process is as follows:

Publication of RFP	On 11.08.2025
Bid submission date (on GeM portal)	i.e. 3:00 pm on 26.08.2025.
Date & Time of Opening of Technical part of Bids on GeM portal.	30 Minutes after the bid submission date and time.
Date & Time of Opening of Price Bids	On GEM Portal
Place of submission of Bids	GeM portal
Place of Opening of Bids	PFC Corporate office, New Delhi on GeM portal
Address for communication	PFC Ltd, Urjanidhi, 1, Barakhamba Lane, CP, New Delhi – 110 001.
Contact Person	Mr. Nawal Kishore Mishra, DGM (Finance)
Telephone	011-23456837
E-mail ID	nk_mishra@pfcindia.com
	Ms. Chitra Puri, CM (Finance)
	011-23456261
	chitra_puri@pfcindia.com
	[between 10:00 hrs to 16:00 hrs on working days]

Bidders are requested to follow above schedule on GeM portal in order to participate in the tender.

Thanking you,

Yours faithfully,
Sd/-
(Mohammad Salim)
Chief General Manager (Finance)



Appointment of Consultant for GST on retainership basis

Bid Invitation Summary

No. 03:04:11:GST:Tender:2025-26

Date: 11.08.2025

Subject: Appointment of Consultant for Indirect Taxes on retainership basis.

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites e-bids for **“Appointment of Consultant for GST on retainership basis”** at Corporate Office at “Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001.

The summary of this RFP is as below:

Tender Title	“Appointment of Consultant for GST on retainership basis”
Tender Reference Number	03:04:11:GST:Tender:2025-26
Tender ID (GeM Bid No.)	-----
Tender Type	Open
Tender Category	Services
Bidding System	Two Stage
e-Reverse Auction to be held after Financial bid opening	No
Is this item reserved for exclusive Procurement from MSEs	No
Cost of Tender Document (INR)	Nil
Earnest Money Deposited (EMD)	Nil



Appointment of Consultant for GST on retainership basis

Tender document shall comprise of the following documents in addition to GeM terms and conditions:

S. No.	<u>Tender Documents</u>		
	Description	Annexure / Appendix	Page No
1.	General Conditions of Contract (GCC)	Annexure I	6-15
2.	Instruction to Bidders (Section – ITB)	Annexure II	16-19
4.	Scope of Work/ Evaluation Criteria / Terms of Payment / Contract Duration	Annexure III	20-32
5.	Technical Deviations and Commercial Deviations	Annexure IV	33-33
6.	Price Bid. To be filled on GeM portal as per format available there.	Annexure V	34-34
7.	Acceptance of Terms and Conditions	Appendix –I	35-36
	Letter of Authority – Proforma	Appendix –II	37-37
	Bidder Information Details	Appendix –III	38-38
	Confidentiality and Non-Disclosure Agreement (NDA)	Appendix –IV	39-41
	Checklist along with evaluation example	Appendix –IV	42-46

The bidders are not required to submit EMD/e-PBG.

Note:

Due Date & Time : 26.08.2025 ; 03.00 pm

Opening Date & Time : 26.08.2025 ; 03.30 pm

Thanking you,

Yours faithfully,
Sd/-
(Mohammad Salim)
Chief General Manager (Finance)



Appointment of Consultant for GST on retainership basis

ANNEXURE – I

GENERAL CONDITIONS to CONTRACT (GCC)

1.0 DEFINITION OF TERMS

- 1.1 The Contract' means the agreement entered into between Owner and Contractor / consultant as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' or 'Purchaser' shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of India Undertaking) having its Corporate office at "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assignees.
- 1.3 'Contractor' or 'Vendor' or 'Consultant' shall mean the firm or bidder whose bid will be accepted by the Owner for the award of the works / services and shall include such successful bidder's legal representatives, successors and permitted assignees.
- 1.4 Contractor's Works' shall mean the place of Works used by the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.5 The term 'Contract Price' shall mean the lumpsum price quoted by the Contractor in the bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of work.
- 1.6 'Notice of Award of the Contract' / 'Letter of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.7 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 1.8 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A 'Week' shall mean continuous period of 7 (seven) days.
- 1.9 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.

2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through e-procurement/e-tendering on GeM portal. If require any brochures/specifications relating to items in such case their scan copy are to be uploaded in technical bids.



Appointment of Consultant for GST on retainership basis

3.0 DEADLINE FOR SUBMISSION OF BIDS

- 3.1 The Owner may, at its discretion, extend this deadline for the submission / opening of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Further, Bids submitted in physical form will not be accepted.

4.0 EARNEST MONEY DEPOSIT (EMD) / PERFORMANCE BANK GUARANTEE (PBG) :-

- 4.1 EMD/ PBG is Nil

5.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 5.1 No bid may be modified subsequent to the deadline for submission of bids.
- 5.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

6.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 6.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 6.2 The complete information shall be provided by the Bidder in the form of separate sheets, catalogues, etc.
- 6.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 6.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 6.5 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.
- 6.6 The Bidder / Service Provider / Vendor/ Supplier should not be owned or controlled by any Director or Employee of the owner or their relatives and bidder shall submit an undertaking in this regard along with the technical bid.

7.0 OPENING OF BIDS BY THE OWNER

- 7.1 The Bids shall be opened by the Owner on the date as specified in bid documents or in the case any extension has been given thereto, after the extended Bid submission date as notified on GeM portal.
- 7.2 No electronic recording devices will be permitted during bid opening.



Appointment of Consultant for GST on retainership basis

8.0 CLARIFICATION OF BIDS

- 8.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be on GeM or in writing to PFC as the case may be and no change in the price or substance of the bid shall be sought, offered or permitted.

9.0 PRELIMINARY EXAMINATION

- 9.1 The Owner will examine the bids to determine whether they are complete with respect to the requisite documents, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 9.2 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 9.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.4 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected
- 9.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

10.0 PRICE

- 10.1 The Bidder shall quote Firm prices valid till the complete execution of the order. All inclusive (**including taxes**) prices are to be submitted on GeM portal only as mentioned in Annexure V. In case price is submitted along with technical bid the same will be rejected.

11.0 TAXES AND DUTIES

- 11.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.



Appointment of Consultant for GST on retainership basis

- 11.2 All Taxes including GST and other duties / levies payable by the bidder on services, shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 11.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws.
- 11.4 Owner shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 11.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of GST, Government of India.
- 11.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. if any by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor.

12.0 BID CURRENCY

- 12.1 Prices shall be quoted in Indian Rupees only.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bids shall remain valid for a period of 90 days and open for acceptance as specified on GeM portal.

14.0 BID OPENING THROUGH GeM

- 14.1 As per GeM terms and condition on www.gem.gov.in.

15.0 PROCESS TO BE CONFIDENTIAL

- 15.1 Any effort by a bidder to influence the Owner in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.



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16.0 CORRECTION OF ERRORS

- 16.1 Bids determined to be subsequently responsive will be checked by the Owner, for any arithmetic errors in computation and summation mentioned in para 8 above. If the bidder does not accept the same, his Bid will be rejected.

17.0 TIME SCHEDULE

- 17.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for services.

18.0 EVALUATION AND COMPARISON OF BIDS

- 18.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the e-bidding documents, pursuant to Clause 8.0 above.
- 18.2 In evaluating Bids, the Owner will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- a) Making any corrections for errors pursuant to Clause 15.0
 - b) Excluding provisional sums
 - c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 8.
- 18.3 Bidder shall state their Bid price on GeM for complete scope of work outlined in the specifications. Bids will be evaluated on the basis of the bid price as per criteria mentioned in Annexure-III.
- 18.4 The Owner reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Owner shall not be taken into account in Bid evaluation and the bid may be rejected.
- 18.5 GST and other levies legally payable on the transaction between the Owner, the bidder shall be taken into account for Bid evaluation and should be included in offered/bid prices.
- 18.6 Bid evaluation will be carried out as per GeM terms and conditions on the basis of documentary evidence submitted and contract price (as per evaluation criteria mentioned in 3.0 of annexure III) quoted by the bidder on GeM portal.
- 18.7 Preference to purchase from MSEs will be given as per Annexure-II-A.

19.0 AWARD CRITERIA

- 19.1 Owner will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents as per evaluation criteria as per GeM portal and has been



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determined as the lowest evaluated bid pursuant to clause 17 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

20.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

20.1 The Owner reserves the right to accept or reject any e-Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Owner's action.

21.0 NOTIFICATION OF AWARD

21.1 Prior to the expiry of the period of Bid validity, the Owner will notify the successful bidder on GeM. Successful bidder shall accept the same on GeM within 5 days' time as per GeM terms and Conditions.

21.2 The Notification of Award will constitute the formation of the Contract.

22.0 DELIVERY TERMS

22.1 All the study, recommendations and deliverables shall be completed within the period as stipulated by the Owner.

23.0 LOCAL CONDITIONS

23.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

24.0 PAYMENT TERMS

24.1 Any clarifications to the bills submitted will be sought within 7 working days of receipt of bills and payment will be released within 15 working days after receipt of clarifications so sought from the vendor, if any.

25.0 FORCE MAJEURE

25.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;



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- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Contractor.

25.2 Action of Force Majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the PFC in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

26.0 INFORMATION PROVIDED BY THE OWNER

All data & documentation that are given to the Vendor by the Owner for the execution of the order shall be the property of the Owner. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Owner. The Vendor shall not disclose above information to any person, firm, corporate body and/or authority and shall use all endeavors to ensure that the above information is kept confidential. In this regard, Appendix-IV needs to be submitted.

27.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

28.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all services covered by the Purchase Order have been in strict compliance with all applicable laws.

The Vendor should execute and deliver such documents as may be needed by the Owner in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby



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deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

29.0 CONTRACTOR'S DEFAULT

29.1 Notice of Default: If the Contractor is not executing the works / services in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the works / services, the Owner may give notice to the Contractor requiring him to make good such failure or neglect.

29.2 Nature of Contractor's Default: If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 28.1, or
- b) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Owner may, after giving 15 days' notice to the Contractor terminate the Contract.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Owner, or the Contractor under the Contract.

The Owner may upon such termination complete the works himself or by any other contractor.

29.3 Valuation on Date of Termination: The Owner shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

29.4 Payment after Termination: The Owner shall not be liable to make any further payments to the Contractor until the services have been completed. When the services are so complete, the Owner shall be entitled to recover from the Contractor the extra costs, if any, of completing the services after allowing for any sum due to the Contractor under Sub-clause 27.3. If there is no such extra cost the Owner shall pay any balance due to the Contractor.

29.5 The contractor and each of his Members (contractor's personnel) shall be jointly and severally liable to the Owner for the performance of the Works/ Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Vendor or his members in such performance, subject to the following limitations:

- (a) The contractor shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Vendor's Personnel;
- (b) The contractor shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure; and
- (c) Limit of liability will be maximum to annual contract price.



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30.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving 15 days advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

31.0 DISPUTES AND ARBITRATION

31.1 The Owner & Service provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

31.2 If after thirty (30) days from the commencement of such internal negotiations, the Owner & Service provider have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified below.

31.3 In the case of dispute between the Owner and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

31.4 The award given by the Arbitrator(s) shall be speaking award.

31.5 Work to Continue

Performance of the contract shall continue during arbitration / adjudication proceedings unless the Owner shall order suspension.

31.6 No, payments due or payable by the Owner shall be withheld on account of pending reference to arbitration.

32.0 LAW AND PROCEDURE

32.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.



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32.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

33.0 SIGNATURE OF BIDS

- 33.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder/Authorized Personnel with his usual signature as per GeM Terms and Conditions. The names of all persons signing should also be typed or printed below the signature.
- 33.2 Bid by a partnership firm must be furnished with full names of partner / authorized representative(s) and be signed with the firm name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 33.3 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 33.4 **Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid as per Appendix - II.**
- 33.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

34.0 MISCELLANEOUS

- 34.1 Oral statements made by the Bidder at any time regarding any matter will not be considered.
- 34.2 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical / commercial deviation schedules.



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ANNEXURE – II

INSTRUCTION TO BIDDERS (ITB)

1.0 GENERAL INSTRUCTIONS

- 1.1 Power Finance Corporation Ltd. (hereinafter called Owner) invites e-Bids in respect of “APPOINTMENT OF CONSULTANT FOR GST ON RETAINERSHIP BASIS” at Regd. Office at “Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001. All Bids shall be prepared and submitted strictly in accordance with these instructions.
- 1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

- 2.1 As mentioned in GeM bidding document and Annexure III / III (A)/ III (B) / III (C) / III (D)

3.0 COST OF BIDDING

- 3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 DOCUMENT COMPRISING THE BID

- 4.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, services to be rendered.

The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

- 4.2 **Scope of the Proposal:** The scope of the proposal shall be on the basis of sole responsibility of the bidder, completely covering all the services specified under the accompanying RFP documents.

- 5.0 **The bidder should also upload the below mentioned information:**
The bidder should upload their information at Appendix - III.

6.0 FORMAT AND SIGNING OF BID

- 6.1 The Bidder shall complete all the procedure and format of the bid through GeM portal. Bids not confirming to these requirements may be disqualified.



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7.0 BID PRICES

7.1 The Bidder shall indicate total price (inclusive of all taxes) for Part A of price bid (Annexure V) only on GeM portal. Further full price bid (Part A & B) is required to be uploaded on GeM Portal under price bid breakup section only.

8.0 BID SECURITY / EMD / PBG

8.1 Bid security i.e. EMD/PBG - Rs. Nil.

9.0 PERIOD OF VALIDITY OF BIDS

9.1 Bids shall remain valid for a period of 90 days as specified on GeM portal. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

10.0 SUBMISSION OF BIDS TO THE OWNER

10.1 The Bidder shall submit the entire bids on GeM portal. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details and the Price bid should have all price details. Please refer the checklist.

10.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

11.0 WITHDRAWAL OF BIDS

11.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity.

12.0 OPENING OF THE BIDS BY THE OWNER

12.1 The Bids shall be opened by the Owner on scheduled bid opening date and time as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified on GeM portal.

13.0 PRELIMINARY EXAMINATION

13.1 The Owner will examine the Bids to determine whether these are complete, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.

13.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.

13.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.



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- 13.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.

14.0 EVALUATION OF BIDS

- 14.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 14.0.
- 14.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section ITB will be treated as non-responsive and will be rejected.
- 14.3 The Bids considered as responsive bids shall be evaluated and compared on the basis of price quoted on GeM portal for the Part A of price bid as per Quality-cum-Cost Based Selection (QCBS) method detailed in Annexure - III. Further, for Part B of the price bid shall be considered as mentioned in Annexure – III and as per GeM terms and conditions.

15.0 AWARD OF WORK

- 15.1 Notification of Award of Contract will be made on GeM portal to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 15.2 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.



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ANNEXURE II-A (MSME)

Preference to purchase from MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time and its subsequent Orders/ Notifications issued in this regard.



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ANNEXURE-III

Scope of Work / Evaluation criteria / Terms of Payments / Duration of contract

1.0 General Information

1.1 Introduction

This document talks about the scope of work for Appointment of Consultant for GST on retainership basis. In case of any discrepancy between the provisions of this Section and other Sections/ Volumes, the provisions of this section shall prevail. Unless brought out clearly, the vendor shall be deemed to conform strictly to the provisions of the RFP.

This document, plus any other documents released, information provided, discussions, etc., as part of the selection process, are strictly confidential and should not be divulged to anyone who is not directly involved in the preparation of the response. Additionally, all information within this proposal or gained during other processes will be kept confidential by the vendor. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the Owner.

1.2 About PFC

Incorporated on July 16th, 1986, Power Finance Corporation Ltd. is a Schedule-A Maharatna CPSE, and is a leading Non-Banking Financial Corporation in the Country. PFC's registered office is located at New Delhi and regional offices are located at Mumbai and Chennai. PFC is under the administrative control of the Ministry of Power. PFC was classified as an Infrastructure Finance Company by the RBI on 28th July, 2010. Further, PFC conferred the title of a 'Maharatna CPSE' in October 2021. PFC has been a profit-making organization since its inception.

List of PFC offices and its regional offices and subsidiaries covered under this scope are as below:

S. No.	Office Name	Location
1.	Power Finance Corporation Ltd., Head Office	'Urjanidhi', 1, Barakhamba Lane Connaught Place, New Delhi-110 001
2	PFC Regional Office (West)	Kanakia Wall Street Building, A207 2 nd Floor, Andheri- Kurla Rd, Chakala, Andheri East, Mumbai, Maharashtra 400059
3	PFC Regional Office (South)	Module No.38 & 40, 3rd Floor, Block I Electronic Complex, ThiruViKa Industrial Estate Guindy, Chennai - 600 032
4.	PFC Infra Finance IFSC Limited	Office C-3, Gift Aspire -3 Road-1-D, Zone-1,Block-12 Palaj, Gandhinagar Gujarat – 382355
5.	PFC Projects Limited (PPL)	First Floor, 'Urjanidhi', 1, Barakhamba Lane Connaught Place, New Delhi-110 001
6.	Any other regional office (s) to be opened during the tenure of consultancy assignment.	



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2.0 SCOPE OF WORK (GST MATTERS):

The Corporation intends to appoint a firm of Chartered Accountants as GST Consultant for handling / advising on GST matters including appeals. The following proposed scope of the work is indicative and not exhaustive including:-

Part A- GST matters

- a) Conducting detailed trial balance / ledger review on monthly basis to ensure that GST is being paid on all taxable supplies under forward charge as well as reverse charge mechanism;
- b) Verifying the issuance of invoices, debit, credit notes, bill of supply and other documents and records on monthly basis in cohesiveness of (a) supra to check whether they are as per the GST Law;
- c) To validate the invoices / credit note(s) / Debit Note(s) available on invoice management system (IMS) on GST portal on monthly basis including the invoice reported under RCM.
- d) To validate the monthly output liability of GST and claim of input tax credit computed by PFC including exercise of matching of input tax credit as per FORM GST 2A/2B with the accounts & other facilities/modalities as and when made available on GST portal;
- e) To provide guidance and to review and verify the monthly / annual GST returns and file the vetted GST returns within respective due dates.
- f) Advising on accounting issues relating to GST matters including disclosure in financial statements.
- g) Preparation of reconciliation statements with financials, General ledger etc., which are required for the purposes of monthly /annual returns.
- h) Preparation/ Review of Monthly and Annual ITC register in the format cohesive with the annual return format;
- i) Advising / arranging Opinions on all the matters (regarding GST Law, accounting, process, policy, system, software) to ensure GST compliance and erstwhile Service Tax matters (as and when required for any pending service tax proceedings) within three to five working days.

Above timeline may be relaxed depending on the extensiveness of the research required to arrange for such opinion and at the discretion of the management of PFC.

- j) Assistance in all GST compliances including investigations / show cause notices / demands and other proceedings as applicable & initiated by appropriate authorities including drafting / filing of replies, filing stay of demands & submissions and representation, pursuing, assisting and coordinating with GST authorities for getting refunds / settle demands including pending matters against the availment of CENVAT in respect of liquidity damage and CSR expenses pertaining to erstwhile Service Tax.



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- k) To provide guidance / issue advisories for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime and verify completeness of the data generated through the system for GST Returns & related compliance;
- l) Assisting Corporation in GST planning, assessing its tax positions;
- m) Keeping PFC informed about any changes which take place in GST laws from time to time and providing dedicated impact analysis of new GST provisions / amendments in existing GST provisions on the Corporation immediately after notification / applicability of the same.
- n) GST audits – Departmental Audit (presently, department has initiated audit for six year from FY 2018-19 to FY 2023-24) / other audit proceedings, then the retainer is required to provide full support to the PFC in the form of a availability of a dedicated team preferably at the premises of PFC, preparation of data in any form as required for the audit, providing justification on behalf of the Corporation to the auditors and any other related work.
- o) Advance Ruling: Drafting and filing an Advance Ruling application along with representation before the Adjudicating Authority.
- p) Preparation & handling the complete scope of work of appeals before first appellate authority.
- q) To create training material & presentation / manuals for the use of PFC's staff.
- r) Reply of query raised by Statutory Auditors / Internal Auditors / any other auditors or any query with connection with GST matter of Company.
- s) Any other matter relating to GST / erstwhile Service Tax.

Note: One Partner and one qualified CA having at least five years of experience will be required to visit PFC Corporate office at least twice in month to carry out the scope of work besides this the successful bidder need to provide immediate virtual / telephonic support, as and when required.

PART-B - Appeal before Appellate Authorities

The Consultant will be required to handle the appeals originating during the contracted period till its final disposal. The scope of work in this regard is given as under:-

- Analysing the order of first Appellate Authority /Appellate Tribunal/ Appropriate Authority.
- Preparation of Grounds of Appeal and statement of facts for appealing before Appellate Tribunal /Appropriate Authority and filing of appeal.
- Preparation & filing of detailed submissions with prior review of the Corporation before various appellate authorities as required from time to time.

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- Representing the Corporation for the hearings fixed before Appellate Tribunal / Appropriate Authority.
- Perusing the order of Appellate Tribunal /Appropriate Authority for:-
 - (i) the benefits to the Corporation,
 - (ii) the need for filing of appeal before Appropriate Authority or any rectification application for the mistakes apparent from the order of Appellate Tribunal /Appropriate Authority.
- Any other matter relating to appeals.

For reference financials of the Corporation are available at its website at www.pfcindia.com.

3.0 Evaluation Criteria:

Only those bids, which have been determined to be substantially responsive and meet the minimum eligibility criteria as per the Minimum Qualifying Requirements (MQR) and are complete in all respects, will proceed for the further evaluation stages in the tender process. The tender documents submitted should be legible with proper indexing of all pages as well as the supporting documents. Evaluation of bids involve following stages:

Stage	Detail
I.	Minimum Qualifying Requirements (MQR)
II.	Technical Evaluation
III.	Financial Evaluation - only in regard to Part A of Scope of Work (GST matters)

Stage – I: Minimum Qualifying Requirements (MQR)

The Bidders need to comply with all the conditions of qualifying requirements/ eligibility criteria mentioned in the below table. The bidder is required to provide valid proof as required for each of the criteria for eligibility evaluation. Bidder whose proposals comply fully with the provisions of minimum qualifying requirements shall be considered for further evaluation. **The bidder shall submit the details of additional qualifying requirements in the format provided at “Annexure III A”.**

Criteria	SNo	Detailed Requirement	Supporting Document
Organizational	i.	LLP / Partnership Firm duly registered with Institute of Chartered Accountants of India.	Relevant Documents like Copy of Certificate of Incorporation / registration / other acceptable documents etc.
	ii.	Bidder should have valid PAN, GST registration.	Copy of PAN & GST registration.
	iii.	The bidder should have its head office in Delhi / NCR.	Any relevant document / Proof.



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The proposals meeting to the above MQR will be considered for further evaluation. Bidder should provide the supporting documentary evidence, with respect to the above, in the absence of which their proposals may be rejected.

Stage - II: Technical Bid Evaluation:

The bidder shall submit the details of qualifying requirements in the format provided at "Annexure III B and Annexure III C". The Technical Capability of the bidders would be evaluated based on the criteria and weightage as given below:-

Sl. No.	Criteria	Min Score	Max Score	Supporting Documents required
1.	Bidder should be a reputed Chartered Accountancy firm registered with ICAI with a minimum experience of 12 years and having head office located in Delhi/ NCR. Minimum marks for 12 years' experience will be 5. For each additional full year of experience, 1 additional mark will be awarded subject to maximum of total 10 marks.	5	10	Copy of Certificate of firm's registration issued by ICAI.
2.	Minimum 6 partners with at least 2 partners having at least 10 years' experience in the erstwhile service tax & GST field. Minimum marks for the criteria will be 15. For each additional partner beyond 6, 1 additional mark will be awarded subject to maximum of total 20 marks.	15	20	Resume of the partners and qualified CAs/ advocates giving the brief details of relevant experience with membership no. and other documentary evidence establishing the fulfilment of criteria including details of cases in CESTAT/ GST-AAR / Appellate Tribunal /Appropriate Authority and above.
3.	Minimum 8 paid qualified chartered accountants (other than partners) or advocates out of which 4 should have at least 5 years' experience in GST field. Minimum marks for the criteria will be 10. For each additional paid qualified chartered accountant/ advocate beyond 8, 1 additional mark will be awarded subject to maximum of total 15 marks.	10	15	
4.	Existing Partner(s)/ Paid Professionals having experience of handling at least two decided cases before CESTAT / GST-AAR / Appellate Tribunal and above in last six years. Minimum marks for the criteria will be 15, For each additional case handled in the last six years, 1 additional marks will be awarded subject to maximum of total 20 marks.	15	20	
5.	The Bidder should have undertaken similar assignments of at least one Maharatna / Navratna / Miniratna PSU/ Scheduled PSU Bank/ listed (FI/NBFC/Public Limited Company) having annual revenue of more than Rs.5000 crore, for a continuous period of at least two years in the last 5 years on retainership basis. Minimum marks for the criteria will be 15. For each additional similar assignment handled for a continuous period of at least 1 year during last 5 years, additional 1 mark will be awarded subject to maximum of total 20 marks.	15	20	Proof of execution of services / other credentials (e.g. appointment letter, certificate of completion indicating services provided etc.) and any supporting document of turnover in case of public limited company. Refer notes mentioned below also.
6.	Bidder should have a positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years. Marks for the criteria will be 5.	5	5	Copy of audited Balance Sheet and Profit & Loss account or CA certificate should be submitted. In



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				case the audit is ongoing for FY 2024-25, provisional statements duly attested by CA/ statutory auditor should be submitted.
7.	The bidder should have an average annual gross receipts / turnover of Rs. 2 crore during last 5 completed financial years. Minimum marks for the criteria will be 5. For each additional full Rs.1 crore turnover, additional 1 mark will be awarded subject to maximum of 10 marks.	5	10	Financials to ascertain the average annual gross receipts / turnover.
	Total	70	100	

- i) The bidder scoring at least 70 marks (in Technical Criteria) will be selected as the Technically Qualified Bidder. For qualifying Technical Evaluation, a bidder has to meet minimum specified eligible criteria in all the categories mentioned in 1 to 7 supra.
- ii) Year means Complete Financial Year (considering FY 2024-25 as latest financial year), except for Sl no. 5 above where complete year shall mean 12 months from date of assignment.

Note 1: “Similar assignments / work” means that the bidder has successfully completed consultancy assignment of GST on retainership basis for organizations mentioned at Sr. No. 5 above:

- One order should be of value more than (80% of Estimated Tender value (ETV) (or)
- Two order, each should be of value more than (50% of ETV) (or)
- Three orders, each should be of value (40% of ETV).

Note 2: “Documentary evidence” shall include any of the following documentary proofs:

- Letter of Award (LOA) or purchase order (PO) supported along with satisfactory completion certificate by clients.
- Confirmation of receipt of payment of minimum amounts in line with note 1 above duly supported by Bank Statement.
- Any other documentary evidence to establish completion of the work.

Stage III - Financial Evaluation

The financial bids of technically qualified bidders only will be opened and evaluated.



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- a) The final selection of the successful bidder from the technically qualified bidders will be done by considering the technical bid and financial bid for Part-A of Scope of Work (GST matters) by using the QCBS method as below and as per GeM terms and conditions :-

Criteria	Maximum Marks (weightage)	Method of allotting marks for Combined Score
Financial	40	The bidder with the lowest quote will be awarded 40 marks and other bidders will be awarded proportionately less marks. For example, if the lowest quote is Rs.60/-, the bidder quoting this price will get 40 marks. A bidder quoting Rs.100/- will get $(60/100) \times 40 = 24$ marks.
Technical	60	The bidder with the maximum technical score will be awarded 60 marks and other bidders will be awarded proportionately less marks. For example, if the highest technical score is 80, bidder having this will get 60 marks. Bidder having technical score of 70 will get $[70/80] \times 60 = 52.50$ marks.
Total	100	

- b) All marks will be rounded off up to 2 decimal places. The bidder getting the maximum combined score out of 100 will be selected as the successful bidder.
- c) In case of a tie, preference will be given to the bidder with higher financial score i.e. having quoted the lower fee for Part-A of the Scope of Work (GST matters). In case of a tie in financial as well as technical score, the Corporation can award the assignment as per GeM terms and conditions.
- d) In case the fee quoted by successful bidder as above for appeal before Appellate Tribunal /Appropriate Authority at Sl. No B of Scope of Work as mentioned at 2.0 above is not the lowest, then the successful bidder shall be required to match the lowest fee quoted amongst all the technically qualified bidders for Scope of Work as mentioned at Sl. No. 'B' at 2.0 above. For this, the bidder shall give an undertaking that in the event of his selection as a successful bidder for the scope of work as mentioned at Sl.no. A at 2.0 above, it will agree to match the lowest fee quoted amongst all the technically qualified bidders for scope of work as mentioned at Sl. No B at 2.0 above. **In case, bidder does not give the said undertaking, then its bid will be rejected.**
- e) PFC reserves all right to accept or reject any or all bids without assigning any reasons thereof.
- f) If there is a discrepancy between words and figures, the figures written in words shall prevail

Example: In order to summarize and explain above criteria, an example sheet is prepared and Annexed with this proposal as Appendix – 'V-A' & 'V-B'.



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4.0 Terms of Payment

The payment terms shall be as under:-

- A) The annual retainership fee for **GST matters** is payable in four equal installments after the end of each quarter.
- B) The fee payable for handling the complete scope of work of appeals before Appellate Tribunal /Appropriate Authority would be payable as under:-
 - 10% on preparation & filing of Grounds of Appeal and / or Statement of Facts before Appellate Tribunal /Appropriate Authority
 - 50% on filing of submission, representation before Appellate Tribunal /Appropriate Authority and conclusion of hearing.
 - 40% on receipt of order and upon review of order and tendering of advice thereon on issues requiring rectification, further appeal etc.

Payment would be processed as per payment terms on satisfactory rendering of services after submission of invoice by the firm.

Out of pocket expenses:

All out-of-pocket expenses, travel expenses, incidental expenses, etc., if any, arising out of assignment shall be borne by the bidder / contractor.

5.0 Duration of Contract :

PFC intends to appoint Consultant for GST on retainership basis as per the scope detailed in this RFP. PFC shall appoint Consultant initially for a period of two years from the date of award of assignment which may be extended for a further period of one year on the same rates, terms and conditions. However, the Corporation reserves the right to terminate the assignment at any time during the currency of the assignment without giving any notice or reasons thereof.



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Annexure – III A

MINIMUM QUALIFYING REQUIREMENT DATA

All the qualifying requirements mentioned in MQR section must be furnished. In case the information is not available / not meeting requirement criteria, NIL information must be submitted against the respective criteria.

MQR Sl. No.	Criteria	Supporting Documents (Yes/No)	File Name, Page No. reference in the Bid
i.	LLP / Partnership Firm duly registered with the Institute of Chartered Accountants of India.		
ii.	Bidder should have valid PAN, GST registration.		
iii.	The bidder should have its head office in Delhi / NCR.		

Note:

Refer Para 3.0 for supporting documents.



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Annexure – III B

TECHNICAL EVALUATION DATA

All the technical evaluation criteria mentioned in Technical Evaluation Para 3, Stage-II must be furnished. In case the information is not available / not meeting evaluation criteria, NIL information must be submitted against the respective criteria.

Sl. No	Technical Evaluation Data	Eligible (Yes/ No)	In case more than the eligibility criteria, actual numbers be mentioned	Supporting Documents (Yes/ No)	Page No.
1.	Bidder should be a reputed Chartered Accountancy firm registered with ICAI with a minimum experience of 12 years and having head office located in Delhi/ NCR.				
2.	Minimum 6 partners with at least 2 partners having at least 10 years' experience in the erstwhile service tax & GST field.				
3.	Minimum 8 paid qualified chartered accountants (other than partners) or advocates out of which 4 should have at least 5 years' experience in GST field.				
4.	Existing Partner(s)/ Paid Professionals having experience of handling at least two decided cases before CESTAT / GST-AAR / Appellate Tribunal and above in last six years.				
5.	The Bidder should have undertaken similar assignments of at least one Maharatna / Navratna / Miniratna PSU/ Scheduled PSU Bank/ Listed FI/NBFC/Public Limited Company having annual revenue of more than Rs. 5000 crore, for a continuous period of at least two years in the last 5 years on retainership basis				
6.	Bidder should have a positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years.				
7.	The bidder should have an average annual gross receipts / turnover of Rs. 2 crore during last 5 completed financial years.				

Notes:

- PFC reserves the right to verify/confirm all original documentary evidence submitted by bidders in support of above mentioned clauses of technical evaluation.
- Please refer para 3.0 Evaluation Criteria of annexure III for supporting documents.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal:



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Annexure – III C

Assignment Undertaken Details

(With respect to point no. 5 of technical evaluation data i.e. annexure – IIIB)

Criteria	S No	Client Name	Sector (Maharatna / Navratna / Miniratna PSU/ Scheduled PSU Bank/listed FI/NBFC/Public Limited Company)	Area of work	Value	Assignment Completion Month & Year	Doc. Evidence (as per the Doc. Evidence section of this RFP)*	Reference Page No in the Bid
The Bidder should have undertaken similar assignments of at least one Maharatna / Navratna / Miniratna PSU/ Scheduled PSU Bank/listed FI/NBFC/Public Limited Company having annual revenue of more than Rs.5000 crore, for a continuous period of at least two years in the last 5 years on retainership basis								

**Please refer Note 2 of Stage - II: Technical Bid Evaluation of para 3.0 of Annexure III for documentary evidence.*

Signature of Authorized Signatory:
Name of the Signatory:
Date:
Place:
Firm's Name& Seal:



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ANNEXURE – III D

Technical Bid

UNDERTAKING ON COMPLIANCE OF SCOPE OF WORK AND TERMS & CONDITIONS OF BIDDING DOCUMENT

I/We hereby undertake that I/we have examined/ perused, studied and understood the Bid No. **03:04:11:GST:Tender:2025-26 dated 11.08.2025** and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Bid is indicative only and not exhaustive in any manner and that the final scope of work and specification will be decided by the PFC at their discretion.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the required services as and when required and/or asked by PFC.

I/ We hereby undertake, that I/We are not owned or controlled by any Director or Employee of the owner or their relatives.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the PFC. In case of a failure to comply and/or a variation the PFC has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

In case I / We am/ are the successful bidder, I /We hereby undertake that in case the fee quoted by me /us for Appeal before Appellate Tribunal / Appropriate Authority and above (Part-B of Scope of Work as mentioned at Annexure - III) is not the lowest, then I / we agree to match the lowest fee quoted by any of the bidders amongst all the technically qualified bidders for respective Scope of work.

I/We agree to bind by this bid for a period of 90 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period of 90 days formally withdraw my/our response in writing by giving a notice of seven working days and associated terms and conditions and as specified in the tender document; and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.



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I/We hereby undertake that terms and conditions and/or submissions and/or clarifications as submitted by me/us other than through GeM Portal shall not be considered as forming part of my/ our Bid and shall not be binding on PFC in case of acceptance of my/ our bid and/or award of contract by PFC to me/us.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

I/We hereby affirm that the terms and conditions as mentioned in bid documents is accepted without any modifications, other than those mentioned in the technical and commercial deviation.

I / We hereby affirm and declare that our firm or any of the partners has/have not been black listed/ debarred/ banned / declared ineligible / disqualified for corrupt and fraudulent practices by the Govt. of India / State Government(s) / RBI / ICAI / PSUs / any other Regulatory / Statutory body and does not have any disciplinary proceedings pending against our firm or any of the partners with ICAI/RBI/ any other regulatory authorities.

If the aforesaid undertakings are found to be incorrect, we agree that PFC shall be entitled to terminate the contract, if allotted or initiate suitable action as deem fit and appropriate by PFC without reference to us.

Signature of Authorized Signatory:
Name of the Signatory:
Date:
Place:
Firm's Name& Seal



Appointment of Consultant for GST on retainership basis

ANNEXURE – IV

TECHNICAL AND COMMERCIAL DEVIATIONS

Technical and Commercial Deviations for APPOINTMENT OF CONSULTANT FOR GST ON RETAINERSHIP BASIS shall be uploaded through e-procurement in the following prescribed proforma.

The following are the Technical and commercial deviations/variations from the scope of work and other terms & conditions of Tender Bid No. **03:04:11:GST:Tender:2025-26 dated 11.08.2025** . These deviations / variations are exhaustive. Except these deviations / variations the entire work shall be performed as per the scope of work and other terms & conditions:

TECHNICAL DEVIATIONS

Sl.No.	Section	Clause No.	Page No.	Statement of deviations, variations and exceptions

COMMERCIAL DEVIATIONS

Sl.No.	Section	Clause No.	Page No.	Statement of deviations, variations and exceptions

In case this format(s) is /are submitted blank or not submitted along with the bid, it shall be treated as no deviation / variation from tender terms and conditions.

For and on behalf of.....
Name.....
Designation.....
Seal.....



Appointment of Consultant for GST on retainership basis

ANNEXURE – V (Price Bid)

Price for APPOINTMENT OF CONSULTANT FOR GST ON RETAINERSHIP BASIS to be submitted on GeM Portal at designated place.

Price Bid – NOT TO BE SUBMITTED ALONG WITH TECHNICAL BID.
In case price is submitted along with technical bid the same will be rejected

Contract price in INR inclusive of taxes of Part A only is to be quoted on GeM portal.

Financial Bid – Part A

Sl. No.	Description	Total Price (inclusive of taxes)
i.	Part A - annual retainership fee for GST matters	Price quoted here needs to be mentioned on GeM portal as price bid and at price breakup section also.

Note: Evaluation of price bid will be carried out on the basis of price mentioned at Part A above only. The price for Part - A (inclusive of Taxes) is to be mentioned at GeM portal as price bid and also at price break up section in the GeM portal.

Financial Bid – Part B

Sl. No.	Description	Total Price (inclusive of taxes)
ii.	Part B - fee for per appeal for handling the complete scope of work of appeals before Appellate Tribunal / Appropriate authority and above.	NOT to be quoted on GeM portal along with part A. TO BE quoted by uploading on GeM at price breakup section only.

Note: The services for appeals will be utilized as per actual requirement of PFC. The price for Part B items to be quoted in this format only by uploading scanned copy to GeM at price breakup section only.

Undertaking:-

- If the Fees quoted at Sr. No. ii above is/are not the lowest, then we shall match fee to the lowest fee quoted amongst all the technically qualified bidders for Scope of work as mentioned at Part B of Annexure - III.*
- The quoted fee(s) is/are inclusive of all travel expenses, out-of-pocket expenses, incidental expenses, etc., arising out of assignment.*

For and on behalf of.....
 Name.....
 Designation.....
 Seal.....



Appointment of Consultant for GST on retainership basis

APPENDIX -I

UNDERTAKING

Power Finance Corporation Ltd.
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Subject: APPOINTMENT OF CONSULTANT FOR GST ON RETAINERSHIP BASIS.

Dear Sir,

With reference to your Bid reference No. **03:04:11:GST:Tender:2025-26** dated **11.08.2025** for "APPOINTMENT OF CONSULTANT FOR GST ON RETAINERSHIP BASIS", we hereby confirm that we have read the provisions of the bid documents and further confirm to accept all the terms and conditions contained in the bid documents except those against which we have taken deviation / variations in the respective schedules.

Further, we do hereby undertake that we have not been blacklisted by any Central / State Government department or public sector undertaking or any regulatory institution nor have been declared ineligible for corrupt or fraudulent practices.

Further, we do hereby undertake that we are not under liquidation, court receivership or similar proceedings, and bankrupt.

Further, we do hereby undertake that our organization is registered in India and not having any righteous foreign link to share the Information relating to the consultancy work for GST.

Further, we do hereby undertake that the resources proposed to be deployed for the consultancy work shall only be of Indian Origin.

Further, we do hereby undertake in case we are found L-1 on GeM portal and contract is awarded to us, we hereby undertake not to withdraw the offer within bid validity period and shall supply the services in the manner as mentioned in bidding document without any objection/variation, failing in which suitable action can be taken against our organization i.e. _____(name of bidder firm) including debarment from PFC future procurement for two years period and suspension of our company account on GeM portal among others.



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We do hereby undertake that no work/ part of the work under this contract shall be sub-contracted/ outsourced/ managed by deploying outsourced manpower and that only we and/or our employees will perform the work.

Further, we do hereby undertake that in case the fee quoted by us for Part B of Scope of Work as mentioned at annexure III of bid document of bid document is not the lowest, then we shall match the lowest fee quoted amongst all the technically qualified bidders for Scope of Work as mentioned at Part B at annexure III of bid document.

Further, we hereby declare that -

- We adhere to fair labour practices, ensuring a safe working environment, fair wages, and compliance with applicable labour laws.
- We uphold ethical business conduct, including anti-corruption measures.
- We aim to continuously improve our environmental performance by minimising waste, reducing resource consumption where possible, and improving the efficiency of these resources
- We encourage diversity and inclusion within the organization and across our supply chains, while ensuring compliance with health and safety regulations to safeguard the well-being of all the employees.

Further, we do hereby undertake that in case we selected as consultant we understand that we shall be covered and bound by “Code of Practice & Procedures for Fair Disclosure of Unpublished Price Sensitive Information and Conduct for regulating, monitoring and reporting of trading in the securities of Power Finance Corporation Limited which is available on the website of PFC i.e. www.pfcindia.com.

Thanking you.

Yours faithfully,

For and on behalf of.....
Name.....
Designation.....
Seal.....



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APPENDIX-II

LETTER OF AUTHORITY – PROFORMA

(To be furnished on the Bidder's Letter head)

Power Finance Corporation Ltd.

"Urjanidhi"

1 Barakhamba Lane,

Connaught Place,

New Delhi-110 001.

Dear Sir,

Ref.: Authorization letter for Bid NO: 03:04:11:GST:Tender:2025-26 dated 11.08.2025

In continuation with your above captioned invitation to Bid Mr.

.....

(Full Name along with designation) (Telephoneand
Mob.....) is authorized to quote, sign, submit, reply, clarify the bid on our behalf
and shall be binding as the same has been made by us. This authority shall remain valid and binding until
revoked with notice to you.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Seal.....

Firm's Name.....



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APPENDIX-III

Bidder shall upload the following information

1.	Name of the bidder, Legal status, address, Telephone number, E-mail Address.	
2.	Organization Registration Details including date of incorporation (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)	
3.	Name of the Contact / Authorized Person designation, Telephone/Mobile No, e-mail address thereof.	
4.	Name of the Bank (with full Address)	
5.	Bank Account No. (Enclose copy of cancelled cheque)	
6.	PAN No.	
7.	GST No.	
8.	MSME Registration No. & date showing category and range of services	
9.	Whether SC/ST/OBC Entrepreneur?	(Yes, No) (If Yes, Please provide Supporting Documents)
10.	Whether Women Entrepreneur?	(Yes, No) (If Yes, Please provide Supporting Documents)



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APPENDIX-IV

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) made this

_____ Day of _____, _____ (the “Effective Date”) by and between

a _____ corporation, and _____ a

corporation, (Collectively, the “Parties” and each individually a “Party”).

The Parties are exploring the possibility of engaging in one or more mutually beneficial business relationships (collectively, the “Business Relationship”). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information’s disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, “Confidential Information”); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority



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of such third party to possess and divulge the same; (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of two (2) years from the Effective Date.

As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.



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This Agreement is to be governed by and construed in accordance with the laws of the state. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

.....

By:

Name:

Title:

By:

Name:

Title:



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APPENDIX –V

CHECK LIST

Check List for the requirement of bid documents and pre-qualifying criteria for the work

“APPOINTMENT OF CONSULTANT FOR GST ON RETAINERSHIP BASIS”

Must be submitted along with the bid.

S. No.	Description	Required Supporting Documents	Enclosed/ Not enclosed
1.	EMD amounting to Rs. NIL	NA	NA
2.	To avail the Preference to Purchase from MSE Vendors as per Annexure II-A	MSME Certificate	
3.	Minimum Qualifying Criteria		
	LLP / Partnership Firm duly registered under Chartered Accountants Act the Institute of Chartered Accountants of India, having head office located in Delhi/ NCR	Relevant Documents like Copy of Certificate of Incorporation / registration / other acceptable documents etc.	
	Bidder should have valid PAN, GST registration	Copy of PAN & GST registration.	
	The bidder should have its office in Delhi / NCR region.	Any relevant document/ Proof.	
	Technical Qualifying Criteria		
	Bidder should be a reputed Chartered Accountancy firm registered with ICAI with a minimum experience of 12 years and having head office located in Delhi/ NCR.	Copy of Certificate of firm's registration issued by ICAI.	
	Minimum 6 partners with at least 2 partners having at least 10 years' experience in the erstwhile Service Tax/ GST field.	Resume of the partners and qualified CAs/ advocates giving the brief details of relevant experience with membership no. and other documentary evidence establishing the fulfilment of criteria including details of cases in CESTAT / GST-AAR/ appellate tribunal /Appropriate Authority and above.	
	Minimum 8 paid qualified chartered accountants (other than partners) or advocates out of which 4 should have at least 5 years' experience in GST field.		
	Existing Partner(s)/ Paid Professionals having experience of handling at least two decided cases before CESTAT / GST-AAR / appellate tribunal and above in last six years.		
	The Bidder should have undertaken similar assignments of at least one Maharatna / Navratna / Miniratna PSU/ Scheduled PSU Bank/listed FI/NBFC/Public Limited Company having annual revenue of more than Rs. 5000 crore, for a continuous period of at least two year in the last 5 years on retainership basis	Proof of execution of services / other credentials (e.g. appointment letter, certificate of completion indicating services provided etc.) and any supporting document of turnover in case of public limited company. Refer notes mentioned below also.	
	Bidder should have a positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years.	Copy of audited Balance Sheet and Profit & Loss account or CA certificate should be submitted. In case the audit is ongoing for FY 2024-25, provisional statements duly attested by CA/ statutory auditor should be submitted.	
	The bidder should have an average annual gross receipts / turnover of Rs. 2 (two) crore during last 5 completed financial years.	Financials to ascertain the average annual gross receipts / turnover and positive net-worth.	



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4.	Technical Deviations and Commercial Deviations	As per Annexure IV	
5.	Price Bid as per Annexure V (Total contract price part A only in INR to be quoted on GeM portal only. Scanned copy of Part B required to be uploaded on GeM at price break up section only.)	As per Annexure V	
6.	Appendices (I to V)	As per Appendices I to V	
7.	Any other documents not mentioned above but required for fulfillment of bid documents.	Any other	



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Appendix– V-A

Evaluation of Technical Bid for Engagement of GST Consultant

For illustration purpose only

Sl. No.	Eligibility Criteria	ABC		MNO		XYZ		PQR	
		Actual Number Based on Documents Submitted	Marks	Actual Number Based on Documents Submitted	Marks	Actual Number Based on Documents Submitted	Marks	Actual Number Based on Documents Submitted	Marks
1	Bidder should be a reputed Chartered Accountants firm registered with ICAI with a minimum experience of 12 years and having head office located in Delhi/ NCR. Minimum marks for 12 years' experience will be 5. For each additional full year of experience, 1 additional mark will be awarded subject to maximum of total 10 marks.	Having experience of 17 years and head office located in Delhi/ NCR	10	Having experience of 15.5 years and head office located in Delhi/ NCR	8	Having experience of 12 years and head office located in Delhi/ NCR	5	Having experience of 11 years and head office located in Delhi/ NCR	0
2	Minimum 6 partners with at least 2 partners having at least 10 years' experience in the erstwhile service tax & GST field. Minimum marks for the criteria will be 15. For each additional partner, 1 additional mark will be awarded subject to maximum of total 20 marks.	Having 11 partners and all partners have experience of more than 10 yrs in erstwhile service tax & GST field	20	Having 8 partners and 2 partners have experience of more than 10 yrs in erstwhile service tax & GST field	17	Having 6 partners and 2 partners have experience of at least 10 yrs in erstwhile service tax & GST field	15	Having 6 partners and only 1 partners have experience in GST field least 10 yrs in erstwhile service tax & GST field	0
3	Minimum 8 paid qualified chartered accountants (other than partners) or advocates out of which 4 should have at least 5 years' experience in GST field. Minimum marks for the criteria will be 10. For each additional paid qualified chartered accountant/ advocate, 1 additional mark will be awarded subject to maximum of total 15 marks.	Having 13 qualified CAs or advocates and all have experience of 5 or more yrs in GST field	15	Having 9 qualified CAs or advocates and 4 have experience of 5 or more yrs in GST field	11	Having 8 qualified CAs or advocates and 4 have experience of 5 or more yrs in GST field	10	Having 7 qualified CAs or advocates and 3 have experience of 5 or more yrs in GST field	0
4	Existing Partner(s)/ Paid Professionals having experience of handling at least two case before CESTAT / GST-AAR / appellate tribunal and above in last six years. Minimum marks for the criteria will be 15, For each additional case handled in the last five years, 1 additional marks will be awarded subject to maximum of total 20 marks.	Having experience of handling 7 cases during the last six years	20	Having experience of handling 3 cases during the last six years	16	Having experience of handling 7 case during the last six years	20	No Experience of handling case during the last six years	0



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5	The Bidder should have undertaken at least one GST assignments of Maharatna / Navratna PSU/ Scheduled Commercial Bank or FI / NBFC with minimum net worth of Rs. 5000 cr or above, for a continuous period of at least two year in the last 5 years on retainer basis. Minimum marks for the criteria will be 15. For each additional similar assignment handled for a continuous period of at least 1 year during last 5 years, additional 1 marks will be awarded subject to maximum of total 20 marks.	7 assignments	20	2 assignments	16	1 assignment	15	Nil assignments	0
6	Bidder should have a positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years. Marks for the criteria will be 5.	Have positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years	5	Have positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years	5	Does not positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years	0	Does not positive net Profit Before Tax (PBT)/ Net worth in at least two of the last 5 completed financial years	0
7	The bidder should have an average annual gross receipts / turnover of Rs. 2 (two) crore during last 5 completed financial years. Minimum marks for the criteria will be 5. For each additional full Rs.1 (one) crore turnover, additional 1 mark will be awarded subject to maximum of total 10 marks	Average Gross receipts / Turnover is more than 8 crore during the last 5 years.	10	Average Gross receipts / Turnover is 6 crore during the last 5 years.	9	Average Gross receipts / Turnover of Rs. 2 crore during the last 5 years.	5	Average Gross receipts / Turnover is less than 2 crore during the last 5 years.	0
	Total		100		82.0		70		0
	Minimum Marks required to qualify for financial bid participation		70		70		70		70
	Final Remarks		Qualified		Qualifie d		Disqualifie d		Disqualifi ed



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Appendix– V-B

Sl. No.	Scope of work	ABC		MNO	
		Fees Quoted	Marks	Fees Quoted	Marks
1	GST matters as mentioned at Part-A of Section - I.	100	36.00	90	40
2.	Appeal before Appellate Authorities at Part-B of Section-I	25	NA	12	NA
	Marks Based on Technical Bid (As per Appendix VA)		100.00		82.00
	Weighted Marks - Technical Bid (Max. Marks - 60)		60.00		49.20
	Weighted Marks - Financial Bid (Max. Marks - 40)		36.00		40.00
	Total Marks (Max Marks - 100)		96.00		89.20
	Ranking		I		II
	Appeal before Appellate Authorities at Part- B of Section-I (Being the lowest among the technically qualified bids)	12			