

**DEENDAYAL PORT AUTHORITY**

**An ISO 9001 : 2008 & ISO 14001 : 2004 Certified Port**

Accounts & Taxation Section  
Ground Floor,  
A.O. Bldg. Building,  
Gandhidham, Kachchh  
Pin: 370 201

No.: FA/AC/Tender/E-2562/

Date: 16/1/2025

To,

All CA Firms having Head/Branch Office in Kutch District.  
And having Establishment since last 3 years.

Sub: "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years) (from the date of issue of work order)"

Sir,

Sealed Tenders are invited for the work of "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years) from the date of issue of work order" in accordance with the Scope of Work and Terms & Conditions enclosed herewith.

**Qualifying Criteria:**

- i) Firms having Head/Branch Office in Kutch District as per ICAI Registration Certificate (Certified copy to be enclosed).
- ii) In practice since last 3 years as on 30.09.2024 as per ICAI Registration Certificate (Certified copy to be enclosed).
- iii) The Firm must have in any year during last 5 years' experience in TDS compliances of PSUs / Authorities / Corporations / Private Entities having turnover of exceeding 100 cr. (Certified copy of work order with satisfactory completion certificate to be enclosed).

The Tenders shall be submitted in three cover system as under:

**Cover – I**

1. The sealed cover I (i) superscribing "EMD and documents for Qualifying Criteria - "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for

03 (Three Years) will consist of successful copy of bank transaction of Rs.54000/- towards Earnest Money Deposit and documents support a qualifying criteria.

The DPA Bank details are: Bank of Baroda, A/c No. 10080100022427 IFSC Code BARB0GANKUT (fifth character is zero)

The tender not accompanied with EMD and supporting documents for qualifying criteria shall not be considered.

### **Cover – II**

The sealed cover II superscribing "Tender papers - "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years) will consist of duly filled and signed tender papers along with price schedule.

- i) Cover II shall be opened for only those bidders who satisfy the qualifying criteria.
- ii) Cover II shall be opened separately.

### **Cover – III**

Both the Cover-I and Cover-II is required to be put in separate Cover-III superscribing "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years)".

The bid validity will be for 60 days from the date of opening of price bid.

The duly filled, signed and sealed tender should reach to this office on or before **29.1.2025** at 1500 hrs. and Cover-I will be opened on the same day at 1530 hrs. in presence of tenderers who wish to remain present.

**No offers will be accepted after 1500 hrs of 29.1.2025.**

Address:  
Tax & Accounts Section,  
Room No. 28,  
Opp. Cash Section,  
Ground Floor,  
Administrative Officer Building,  
Deendayal Port Authority,  
Gandhidham - Kachchh.

**Yours faithfully**

**Asst. Accounts Officer (Taxation)  
Deendayal Port Authority**

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**SECTION-I**  
**General Commercial & Special terms and conditions**

**(A) Instruct to the Bidders**

**1. Qualifying Criteria:**

- i) Firms having Head/Branch Office in Kutch District as per ICAI Registration Certificate (Certified copy to be enclosed).
- ii) In practice since last 3 years as on 30.09.2024 as per ICAI Registration Certificate (Certified copy to be enclosed).
- iii) The Firm must have in any year during last 5 years' experience in TDS compliances of PSUs / Authorities / Corporations / Private Entities having turnover of exceeding 100 cr. (Certified copy of work order with satisfactory completion certificate to be enclosed).

**2. Bid Submission**

The bidders should submit the bids in the sealed cover in the manner as prescribed above

**3. Bid Opening**

DPA will open Cover containing Price Bid in the presence of the representatives who chose to attend the bid opening.

Date of opening of the Price bid shall be notified to the eligible bidders. Bidders, representatives, maximum of two per bidder shall be permitted to attend the bid opening and they should have authorization letter from the bidders.

**4. Method of Evaluation of Bids**

The bidder whose tendered amount stands lowest shall be awarded the work.

In case the lowest tendered amount of two or more bidders is same, such lowest bidders will be asked to submit revised offer in a sealed cover offering discount and based on the discount offered, the bidder whose tender amount stands lowest will be considered.

**5. Disqualification**

Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

**6. Payment terms:**

After submission of monthly invoice, Task Performance based payment will be released by DPA, after deducting statutory taxes, security deposit, and other deductions as per the terms and condition of the Tender and as per the report and certification of concerned end users and stakeholders. GST will be reimbursed as applicable.

## **7. Taxes:**

### **i) GST Clause:**

The bidder shall quote the price exclusive of GST. The bidder shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the bidder.

### **ii) Deduction of Income-Tax and GST:**

- Income-Tax deductions and surcharge and GST+TDS under GST Act as applicable thereon shall be made good while making payments due to the bidder for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
- The rates quoted (except GST) by the bidder shall be deemed to be inclusive of the taxes, duties etc. which the bidder will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
- Any dues arising out of failure on the part of the bidder to carry out any obligation under the contract shall be deducted from the bills of the bidder or from any money due to the bidder from this contract or any other contract.
- DPA reserves the right to withdraw and change or vary any part thereof at any stage. DPA also reserves the right to disqualify any bidder, should it be so necessary at any stage.

## **8. Termination:**

DPA reserves the right to terminate the services of the CA firm at any time by giving notice for a period of 30 days in the event of two defaults in any of the activities given in the Scope of Work - Section II of the tender in any of two months during the contract period. In the event of termination of contract, the Security Deposit will be forfeited and the firm will be removed for any work of DPA for a period of three years as well as the firm will not be allowed to participate in any of the tender issued by DPA for a period of three years. In the event of termination of contract, the firm is bound to transfer / handover all the data generated by the firm towards completion of assigned activities till the date of termination to DPA in the format desired by DPA.

**9. Penalty:**

- In case any penalty / fine is imposed by Income tax department for any non-compliance / violation by DPA due to the failure on the part of the consultant, the entire amount of such penalty / fine will be recovered from the monthly bill of the successful bidder.

**10. Contract period and extension:**

- The work is to be carried out for the period of 03 years from the date of issue of work order.
- The contract may be further extended by two more years on mutual consent at the same rate and terms & conditions. Extension can be granted after getting the satisfactory performance certificate from the concerned users.

**11. Performance Security:**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOI, and b) Retention money to be recovered from Running Bills.

Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of FDR/ Digital Transfer or Bank Guarantee issued by Nationalized / Scheduled Bank (except Co-op Bank) having its branch at Gandhidham within 21 days, on receipt of Letter of Acceptance (please see format kept) and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill.

The performance guarantee will be accepted in the form of bank guarantee if issued by any nationalized/scheduled bank (except co-operative bank) having its branch at Gandhidham.

Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

The Security Deposit will be released (1) after completion of all the works as per the scope of work in all respects (2) after transfer of all the data generated by the firm

towards completion of assigned activities to DPA in the format desired by DPA, failure to do so, the security deposit will be forfeited.

In case of partial/full encashment of Bank Guarantee during the currency of contract towards recovery of penalty etc., the firm will submit fresh Bank Guarantee of full or short fall amount within 15 days from the date of intimation given by DPA.

**12. Confidentiality:**

The successful bidder and his staff shall ensure the complete confidentiality of the information pertaining to DPA accessed during the course of assignment and for this purpose the bidder has to execute a **Non-Disclosure Agreement** with DPA a format of which is placed at **Section IV**. Further the successful bidder shall also ensure **maintaining confidentiality** in the use of DSC and ensure its safety and security.

**13. Manpower requirement (Mandatory):**

The manpower deployment mandatorily at DPA office Gandhidham or Kandla with RFID attendance for the above task is as under:

For scope of work Part-I to IV, 1 CA (along-with individual functional laptop) and 4 Commerce Graduate (B. Com / M. Com)

**Note:** The suitable sitting arrangement will be provided free of cost by DPA.

**14. Remuneration:**

CA firm shall submit the invoice **monthly** in duplicate with complete reporting of the assignment / compliance completed during the **month** to the concerned users and stakeholders

**15. Compliance with Labour Laws:**

The successful bidder shall comply in all respect, with all statutes and regulations as may be necessary, labour enforcement and local authorities. The successful bidder shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, The Apprentices Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the successful bidder. The price quoted by the bidder in the Price Schedule shall be deemed to include all expenses whatsoever the bidder may be required to incur for the compliance with the provisions of the above said legislations.

**16. Issuance of work order**

Work order will be issued after submission of required documents.

**17. Release and forfeiture of EMD**

EMD of successful bidder will be released after submission of all documents as per Sr. No. 15. If the firm does not submit the documents required as per sr. No. 15, the EMD will be forfeited and the firm will be removed for any work of DPA for a period of three years as well as the firm will not be allowed to participate in any of the tender issued by DPA for a period of three years.

**18. TA / DA**

No TA/DA shall be paid for filing of any appeals / submission of response against notice / attending any hearing / appearance before authorities.

**19. Bid Security (Earnest Money Deposit-EMD)**

A. Earnest Money Deposit (EMD) shall be Rs 54000/- to be submitted in form of digital mode of payment drawn in favour of Deendayal Port Authority payable at Gandhidham. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSMEs) shall be applicable as per condition in NIT.

B. EMD of unsuccessful bidders other than L1 and L2 shall be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering in to agreement with L1 and acceptance of Performance Guarantee from L1.

C. EMD shall be refunded suo-motto without any application from the bidders.

D. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security 5 %.

E. The Bid Security may be forfeited, if

(a) The bidder withdraws the Bid after Bid opening during the period of Bid Validity;

(b) The Bidder does not accept the correction of the Bid Price,

(c) The successful Bidder fails within the specified time limit to

(i) Sign the Agreement or

(ii) Furnish the required Performance Security.

**20. Notification of Award and Signing of Agreement.**

The Bidder, whose bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period. The notification of award will constitute the formation of the contract subject to the furnishing of a Performance Security in accordance with the provisions of Clause 11.

The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award. The successful Bidder will furnish the Performance Security and sign the Agreement with the Employer within 21 days of Letter of Acceptance.

Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his bid has been unsuccessful and release the Bid security (EMD).



## **SPECIMEN CONTRACT AGREEMENT**

(To be executed on ₹300.00 non-judicial stamp paper)

[The successful tenders shall fill in this form in Accordance with the instructions indicated]

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Deendayal Port Authority incorporated by the Major Port Authority Act,2021 having its Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_  
\_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ Bank Guarantee/FDR/Digital Transfer.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover – I as regard to contain clarifications/details called for vice versa.

viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover – I'.

ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contract price of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:

Witness

1. Name & Address \_\_\_\_\_

Seal

Signature of Contractor

2. Name & Address \_\_\_\_\_

Seal

Signed, sealed and delivered by Shri \_\_\_\_\_ on behalf of the Board in presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

(F A & C A O)  
Deendayal Port Authority

The common seal of the Board of Authorityees of Deendayal Port of Kandla affixed in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

Secretary  
Deendayal Port Authority

**LETTER OF ACCEPTANCE**  
**(On letterhead paper of the Port)**

\_\_\_\_\_ (date)

TO:

\_\_\_\_\_  
(Name and address of the contractor)

Tender No.:

Dear Sirs,

Sub: Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years) (from the date of issue of work order)

Ref: Your bid dated  
And [list the correspondence with the bidder]

This is to notify you that your bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees \_\_\_\_\_ (amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. \_\_\_\_\_ within {\_\_\_\_\_} days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto \_\_\_\_\_ and also sign the contract agreement within {\_\_\_\_\_} days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

**FA & CAO**  
**Deendayal Port Authority**

## Section–II - SCOPE OF WORK

### PART-I TDS RELATED MATTERS

#### **1. General**

- To **familiarize with the existing system of deduction of TDS** from various categories of payments, **collection of basic data** of all payees / deductees and also study system of **recording / storing / filing** of the data and to verify the existing procedure and practice as to preparation and maintenance of TDS & TCS records of DPA and DPA pension trust.
- The firm shall **Provide soft copies** of all the details related to TDS, monthly, quarterly and annual return of TDS and any other details required by DPA in connection with the assignment, {Approx entries in TDS quarterly returns DPA – 8000-8500, DPA pension Trust – 600-650 for quarter 4, additional entries in DPA – 2000 (with Salary breakup of all employees, DPA pension Trust – 250 (with full pension breakup of all taxable pensioners)}.
- **Advising** the Port about the **Prevailing Tax rate** structure and the changes, if any in the rates of taxes as and when Government declares well in advance. To **suggest any other changes** for better compliance of Income Tax provisions related to TDS recovery and its remittances.
- The firm has to **Circulate various amendments** in respect of Income Tax made in Finance Bill along with tax saving avenues applicable to employees / officers every year so as employees / officers can plan about Income Tax.
- To **advise to the employees** of DPA regarding various provisions of Income Tax Act relating to filing of return of Income, if asked for.
- To file **revised/ corrected** TDS / TCS returns as and when required.
- To check and certify all the final salary bills in respect of TDS applicability at the time of retirement of an employee.
- To prepare reconciliation statement of the TDS paid with Books of Accounts and to issue of **Certification** as required under the Act.

#### **2. Monthly**

- i) To verify and ensure that **Tax has been deducted / collected** at source at the rates prescribed from time to time by Income Tax Department for each category of payment from original source / payment vouchers. It will be responsibility of CA firms to ensure compliance with all the provision related to TDS as per the Income Tax Act, 1961.
- ii) **Collection** of TDS particulars from the **SAP and Reconciliation** of TDS / TCS amount payable with the concerned Ledgers Accounts on monthly basis (i.e.) before 4<sup>th</sup> of every month or before actual date of TDS payment to be made, whichever is earlier and **ensure remittance** within the due date.
- iii) Making **recovery of actual tax due** on monthly basis from the **employees' salaries** and checking of all tax calculations of employees on account of payment of salary / wages and other allowances payable to them and also on the basis of details furnished by them about savings etc. in Form 12-BB or otherwise and arriving of total taxable income and exact amount of tax due and its proper recovery and remittances to Income Tax Department in due time.

- iv) The firm will **carry out time to time reconciliation** of TDS paid on **expenditure booked** on accrual basis and **subsequent recovery** of TDS from the party / contractor / bidder.

### 3. Quarterly

- i) **Preparation and issue of TDS Certificates** to Contractors / professionals in co-ordination EDP Division / Concerned Section of Finance Department.
- ii) To **Prepare and file TDS / TCS returns** within prescribed time limit as per provisions of Income Tax Act as applicable from time to time. To file revised returns as and when required without any additional charges.
- iii) To verify from NSDL / Income Tax website whether the return has been uploaded properly in all respects and duly accepted and details of all the deductees whose TDS has been deposited in appearing in the TRACES website. If not, then make the lapses good, without any additional professional charges.

### 4. Assessment and Audit.

- i) The consultant is also required to have **liaison with Income Tax Department** for assessment of TDS / TCS returns, so filed by consultant. In case any **Demand** raised by Income Tax Department against the individuals / officials / private parties / port users etc. of DPA in connection with **short deduction** of TDS by DPA **or any error** in Form 26 AS, the same has to be **attended by the consultant and rectify** the same in-consultation with Income Tax Department, **free of cost** in all such cases, irrespective of the demand note date / financial year to which it pertains and not limited to the financial years covered under the assignment.
- ii) The firm has to reply to notices issued by the Income Tax Department in respect of TDS / TCS matter and if required, appear before the appropriate authority on behalf of DPA for which no additional fees shall be paid.
- iii) Consultant has to be **present during the Audit** / visit undertaken by Income Tax Department in respect of TDS / TCS matter and if required, appear before the appropriate authority on behalf of DPA for which no additional fees shall be paid.
- iv) Consultant has to be **present during the Audit** / visit undertaken by Income Tax Department and assist to DPA to reply all the queries raised by them.

### 5. Yearly

- i) The consultant is also required to provide Form – 16 / 16-A / 27D and statement of payment / deduction made by DPA in respect of all employees / firm.
- ii) To verify, the procedure as to issuance of TDS certificates to various deductees and issuance of TDS certificates to all concerned through TRACES website or as amended from time to time for this purpose, within the prescribed time limit.  
The firm should remain in touch with DPA's tax auditors, internal auditors, Accounts Officers, Divisional Accountants and Superintendent Accountants and Co-ordinate with them in all such matters.
- iii) To strictly monitor and tax calculation including preparing and checking of the Form 16 of all the employees of DPA and tallying with the salary bills of all the employees at the end of the year while preparing the salary of March. The firm is also responsible to match the same with the TRACES site and remove the all difficulties in case of not matching without any additional professional charges.

## 6. Specific Conditions

- i) In case of any **defects in filing** the TDS / TCS return, **the interest and penalty for such payment will be borne by the successful bidder** and no additional payment will be made by DPA in this regard including cost of filing of revised return. This will be maximum of 10% total contract price as quoted by the firm.
- ii) All the errors relating to the TDS deduction, filing of return, errors appearing on the TRACES site, dealing the notice from the Income Tax Department for the lapses in filing of the return and keeping and maintaining the record at the DPA office will be the responsibility of the firm. The **record** will be **maintained as requirements of Income Tax Authority** and as per the **directions of FA & CAO** or any other officer, authorized by FA & CAO in this regard.
- iii) The necessary correspondence with the Parties has to be made by the CA firm for issuance of TDS certificates on behalf of DPA with the parties who fail to issue TDS certificates in time. The status report for such outstanding TDS certificates has to be submitted by DA firm for every month to DPA including issuance of monthly reminders to all Concerned Parties. However, postage cost will be reimbursed on submission of proof of payment.

## **PART – II**

### **Tax Compliance, Management and Administration**

- Preparation of Advance tax calculation in detail along with supporting documents and details to be provided to DPA for approval from competent authority.
- Ensuring payment of Advance Tax within due dates for each quarter.
- Ensuring remittance of TDS / TCS after approval from DPA officials within due date.
- Ensuring filing of Quarterly returns of TDS / TCS within due dates as and when amended by IT department.
- The calculation / recommendations for discharge of taxes along with working sheet /supporting documents for payment of Tax / filing of returns to be submitted to the DPA management **7 clear days** prior to the due date for approval of competent authority.
- The estimated amount of tax to be paid to be intimated to the Cash Section well in advance so that the funds can be arranged accordingly.
- The firm has to work in close coordination with the consultants already engaged by DPA in individual cases as and when required assistance.
- The firm to furnish information / records / reply related to matters dealt by him to the C&AG auditor and other auditors and consultant after intimation to DPA.
- To carry out all other related works pertaining to the Tax related matters including draft reconciliation as may be decided by competent authority from time to time.
- To prepare and submit a monthly MIS report covering all the direct tax matters and their current status. A report of tasks done by the firm to be submitted to DPA officials on monthly basis.
- The CA firm to collect the information directly from the relevant department / division as and when required for drafting of responses to the IT Authority / regulatory authority.

**PART – III**  
**Pension / Gratuity Fund**

- Preparation and Maintenance of Accounts in tally or other software of DPA Pension Fund & Gratuity Fund.
- Monthly Bank Reconciliation.
- Monthly Annuity Reconciliation with LIC of India and SBI Life.
- Finalization of Accounts with our Tax Consultant and other tax matters of Pension & Gratuity Fund.
- Other Incidental works & as may be Assigned.

**PART – IV**  
**Cash Section Related Works**

**(A) Tasks related to all Banks - Gandhidham Cash Section**

1. Downloading of bank statements for all the bank accounts of DPA.
2. Matching the transactions in SAP with the bank accounts
3. Follow up all division for pending / excess entries in SAP.
4. Preparing BRS of All bank accounts.
  
5. Preparing data for fund transfer in internal bank accounts of DPA and providing to cash section for entry in SAP.
6. Preparing and providing data for entries of bank charges to the cash section.
7. Preparing and providing data for entries of bank savings interest to the cash section.
  
8. Sending cumulative details of pending data entries of all daybooks to all the divisions until the same is solved.

**(B) Tasks related to specific Daybooks / Bank Accounts**

1. Preparation of DB 34 BOB for Cash section
2. Printing the transactions of DB 34 in a specific format and pasting in the register maintained at Cash section.
3. Receiving the physical payment vouchers from cash section and verifying them with SAP. (DB 02- SBI & DB 08- IDBI)
4. Solving of any queries found in payment vouchers with divisions and handing over all the vouchers to Accounts section. (DB 02- SBI & DB 08- IDBI)
5. Requesting data from HCM team for salary payments and verifying the data with payments made from bank.
6. Coordinate with HCM team for solving the queries related to salary payments

**(C) Tasks related to Investment**

1. Preparing of Investment account as per the data provided by cash section.
2. Providing data of FDR maturity for accounting after calculation (Bifurcation of investment amount, accrued interest, current year Interest and TDS adjustment)
3. Calculating amount of accrued interest at the year-end for provision in books of accounts

**(D) Tasks related to PCS Daybooks- Kandla Cash Section**

1. Preparation of Monthly Statement of Revenue receipts @ CDC Counter
2. Preparation of Day Books of PCS Banks & other banks
3. Reconciliation of BRS of all PCS Banks & other banks
4. Preparation of various Annexures of monthly working and updating and clearance of BRS
5. Reconciliation of Port Deposit Account.
6. Checking of Codes.
7. PCS Interest Calculation
8. Active assistance in ERP system implementation
9. Punching of CBI Number in Xingo System
10. Any other related work – BRS entries in SAP etc.
11. Generating CBI for all the refund transactions (CDC).

**Seal and signature of firm**

**Seal and Signature of AO**



### **SECTION III - Bill of Quantities**

(On the letter head of the Company & to be sealed and super scribed "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years)"

To,  
Deendayal Port Authority  
AO Building, Gandhidham Kutch

Sir,

**Sub: Price bid "Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years) (from the date of issue of work order)"**

After carefully studying the Scope of Work detailed under Section-A as well as the Commercial and Special Terms & Conditions detailed under Section-B of the bid documents, we are pleased to furnish our competitive quote for the subject work as under:-

Particulars	Total Estimated cost put to the tender for three (3) years	Percentage above (+) or below (-)		Total Quote for 3 (three years) i.e Estimated cost put to tender for 3 years plus or minus percentage above or below quoted by the bidder under Column 3	Monthly Rate Column No. 4 divided by 36 months
		In Figures	In Words		
1	2	3		4	5
		In Figures	In Words		
"Professional Services for carrying out assignment as to TDS Compliances, Tax Administration, Pension and Gratuity Funds Accounts, Data Entry Reconciliation & Other Related	Rs.54,00,000				

Works of Cash Section of Deendayal Port Authority, Gandhidham and Kandla for 03 (Three Years)" from from the date of issue of work order.					
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Notes:

1. The rate is inclusive of all charges required to be incurred by the bidder for successful completion of work but exclusive of GST. The GST will be paid as per actual.
2. The percentage above or below shall be quoted up to two decimals.
3. In case of discrepancy in the percentage quoted in words and figures, the percentage quoted in words shall prevail.

Sign & Seal of CA Firm

Authorized Signatory

## SECTION IV

### (NON DISCLOSURE AGREEMENT)

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on this day of

(Effective Date) **BY**

\_\_\_\_\_, a company incorporated under the laws of India and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", or "**Receiving Party**" which expression unless repugnant to the meaning or context hereof shall deem to include its successors, administrators and permitted assigns) of the Other Part.

### **IN FAVOR OF**

\_\_\_\_\_ a company incorporated and registered under the Companies Act, 1913 and governed under the provisions of the Companies Act, 2013 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" or "**Disclosing Party**", which expression, unless repugnant to the meaning or context hereof, shall deem to include its successors in interest, administrators and permitted assigns) of the First Part;

### **WHEREAS:**

- A. Greaves and \_\_\_\_\_ shall hereinafter be individually referred to by their name or as the "Party" and collectively as the "Parties".
- B. Greaves is *inter-alia*, engaged in the business of manufacture and marketing of Engines and allied products.
- C. \_\_\_\_\_ is *inter-alia* engaged in the business of manufacture of flexible shaft with assembly
- D. Greaves and \_\_\_\_\_ are in the process of consultations and discussions, for manufacturing of flexible shaft with assembly by \_\_\_\_\_ on behalf of \_\_\_\_\_  
  
(hereinafter referred to as the "**Proposed Transaction**");
- E. The Parties are aware that during the process described above, it may be necessary for the Parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form (collectively "**Confidential Information**" and more fully defined under clause 1.1).

- F. To secure the secrecy of the proprietary and confidential Information of Greaves in the process of the Proposed Transaction it is necessary for \_\_\_\_\_ to require \_\_\_\_\_ to enter into this Agreement with Greaves, in so far as keeping all proprietary information, knowledge, secret, confidential and maintain secrecy in the interests of Greaves.

**NOW THE PARTIES AGREE HERETO AS FOLLOWS:**

1. **Definitions:**

1. **1. Confidential Information:** Confidential Information shall mean and include any information and data of a confidential or proprietary nature which is disclosed by Disclosing Party to Receiving Party including but not limited to, technical, structural and electrical manufacturing designs, engineering designs, models, research, development, specifications, drawings, blue prints, business information, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information as well as any, reports, ideas, models, samples, flow-charts, concepts, designs and inventions (whether patentable/copyrightable or not), computer source and object code and computer programming techniques; or and all record bearing media containing or disclosing such information and techniques, whether labeled confidential or not, which are disclosed pursuant to this Agreement. Confidential Information may also include information disclosed by third parties on behalf of the Disclosing Party.

The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning the Proposed Transaction, involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement. Information transmitted orally or visually or other tangible or intangible (whether furnished before, on or after the Effective Date) shall also be considered to be confidential and proprietary.

- 1.2 **Third Parties:** means either Party's employees, officers, directors, advisors, consultants, agents, contractors, sub-contractors, or any person, including reference to a corporation, body corporate, association or partnership, who is not a Party to this Agreement and shall include any person who has ceased to be specified person.
- 1.3 **Person:** means a natural person or a, corporation, trust, firm, unincorporated organization, association, limited liability company, public company or other entity.

## **2. Non-Disclosure of Confidential Information**

- 2.1 Receiving Party acknowledges that Disclosing Party has exclusive right to the Confidential Information which is considered as a valuable trade secret and shall be the exclusive property of Disclosing Party. Disclosing Party retains all right, title and interest in the Confidential Information. No license to Receiving Party under any trademark, patent or copyright, or any Intellectual Property Right or application for same which are now or may thereafter be obtained by Receiving Party, whether express or implied, is either granted or implied to have been granted by the conveying of the Confidential Information to Receiving Party and Receiving Party is under obligation to keep such information confidential.
  
- 2.2 Receiving Party agrees to use the same degree of care to protect the Confidential Information, as it would exercise to protect its own trade secrets and information. Receiving Party will grant access to the Confidential Information only to its directors, officers, employees ("Related Parties") on a "need to know" basis for the purpose of this Agreement and for the performance of the Proposed Transaction and shall advise the Related Parties of the existence and terms of this Agreement and of the obligations of confidentiality herein. Receiving Party shall be responsible for the breach of the terms of this Agreement or by its Related Parties.
  
- 2.3 Confidential Information furnished in tangible form shall not be duplicated by Receiving Party except for purposes of this Agreement. Upon the request of Disclosing Party, at any time during the term of this Agreement and on its expiry or earlier termination, Receiving Party shall return all Confidential Information, design, data documents forming part of the Confidential Information available with Receiving Party either in the form of instructions, directions, inspection notes, drawings, process sheets, samples, stocks of components/tools, gauges etc., classified as valuable to Disclosing Party or received on CD /DVD or hard copies from Disclosing Party, including other Confidential Information received by mail or data transfer, or will be deleted, within seven (7) days of such request. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within seven (7) days thereafter. Notwithstanding, the return of any Confidential Information in accordance with this Agreement herein, Receiving Party shall continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or early termination of this Agreement. Contravention of this clause shall be

considered as breach of this Agreement and Receiving Party shall, in addition, be liable to any other remedy as Disclosing Party shall be entitled, also liable for damages as may be decided by Disclosing Party.

#### 2.4 **Exceptions**

Notwithstanding anything contained hereinabove, no information shall be considered Confidential Information if such information:

- (a) is or becomes part of the public domain without breach of this Agreement;
- (b) is lawfully in the possession of Receiving Party, prior to disclosure under this Agreement and is not subject to any legal or contractual obligation to keep such information confidential.
- (c) became or becomes available to Receiving Party from a third-party without violating any obligation of confidentiality under this Agreement;
- (d) is independently developed by Receiving Party, without making use of a single disclosure herein;
- (e) is released pursuant to a direction given by a Court of competent jurisdiction / appropriate Court or government regulation, provided that prior written notice is given to Disclosing Party so that a protective order or other relief, if appropriate, may be sought by Disclosing Party.

#### 2.5 **Remedies**

Receiving Party recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character and acknowledges that it has technical, commercial and strategic value to Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by Receiving Party may cause irreparable loss to Disclosing Party. Receiving Party expressly agrees, therefore, that Disclosing Party, in addition to claim damages, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof.

2.6 **Indemnity**

Receiving Party undertakes to indemnify and hold Disclosing Party harmless against any or all claims, charges, demands, expenses, liability, losses, costs, suits, proceeds, legal fees or damages made or asserted against Disclosing Party, on account of any breach of the confidentiality provisions, on the part of Receiving Party, under this Agreement.

2.7 **Public Statements**

In addition to the limitations on the use and disclosures of the Confidential Information set forth herein, it is agreed that neither Party shall issue or release or confirm any statement with respect to any Confidential Information, to the general public, to the news media, or to any third party, except with the prior written concurrence of the other Party, both as to the content and timing of any such issue or release or confirmation.

2.8 The Parties acknowledge that some of the Confidential Information may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Parties undertake not to use any such Proprietary Information for any unlawful purpose.

2.9 The Receiving Party shall not use or exploit in any manner the Confidential Information for its own or any third party's purpose other than in pursuit of the Proposed Transaction stated herein. Receiving Party shall use the Confidential Information for the purpose of the Proposed Transaction only.

**3. Term and Termination**

3.1 The Parties agree that this Agreement shall come into force from the Effective Date and shall survive and continue for a period of 2 years.

3.2 Disclosing Party may terminate this Agreement at any time by giving a notice of not less than 30 days in writing, in case the Proposed Transaction is not feasible or is not desirable to execute a formal agreement in respect of the Proposed Transaction.

3.3 Receiving Party obligation shall survive after termination for a subsequent period of 10years.

3.4 Upon termination of this Agreement, Receiving Party undertakes within seven (7) days as from the receipt of a written notice sent by Disclosing Party, in accordance with the Clause 7 herein below:

- (i) to return all documents and material in its possession, custody or control containing or partially incorporate any part of the Disclosing Party's Confidential Information;
- (ii) on written request, to destroy all documents and material in its possession, custody or control containing or partially incorporate any part of the Disclosing Party's Confidential Information and provide a written confirmation thereof.

#### 4. **No Conflicts**

Each Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. Each Party represents, warrants and covenants that it has full and complete authority and authorization to execute and effect this Agreement and to take or cause to be taken all acts contemplated by this Agreement and that the person signing this Agreement on behalf of such Party has the full power and authority to bind such Party to the terms of this Agreement.

#### 5. **Non-Circumvention**

During the term of this Agreement and 10 years thereafter, Receiving Party agrees not to hire, solicit, nor attempt to solicit for itself or any third party, directly or indirectly, the services, of any director, officer, employee or subcontractor of Disclosing Party, its parent or affiliate companies, who is associated with the execution of the Proposed Transaction, without the prior written consent of Disclosing Party; provided however, that Receiving Party is not prevented from employing any such person who contacts Receiving Party on his or her own initiative and without any direct or indirect solicitation by Receiving Party.

#### 6. **Title and Intellectual Property Rights**

6.1 The Intellectual Property Rights in respect of the design and development of the engines, shall be transferred to, and exclusively vest in Disclosing Party.

6.2 All new Intellectual Property Rights arising in the course of the Proposed Transaction, shall exclusively vest in Disclosing Party. Disclosing Party shall be entitled to apply for any

patents, industrial designs and copyright protection, where applicable, in respect of any technical result that may emerge in the course of the implementation of the Proposed Transaction, which, in the sole opinion of Disclosing Party, is worthy of protection. Receiving Party shall have no claim to any Intellectual Property Rights created as a result of the work done under the Proposed Transaction.



**7. No Warranties**

Disclosing Party assumes no responsibility for any loss or damages which may be suffered by Receiving Party, its customers or any third parties on account of, or arising from, the Confidential Information. Disclosing Party makes no warranties of any kind, whether express or implied, as to the accuracy or completeness of the Confidential Information.

**8. Conciliation and Arbitration**

All disputes or differences or questions arising between the Parties touching upon, relating to or arising from this Agreement or the terms of interpretation thereof shall, at the first instance, be settled mutually by senior officers of both the Parties within 30 days of such disputes being notified. If the disputes cannot be resolved by the Parties through negotiations, then the same shall be referred to a single arbitrator to be agreed upon by the Parties, and the Parties will share the cost of such arbitrator equally. In the event that the Parties are unable to agree on a single arbitrator, each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator, in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 as it may be amended from time to time. All arbitration proceedings shall be held in Mumbai and any proceedings for enforcement of the award made by the arbitrator(s) or any application to a court in respect of the arbitration or the award, and any judgment on the award shall be made only to or in the appropriate court in Mumbai having the necessary jurisdiction to the exclusion of all other courts. It is also agreed that such court in Mumbai shall also have exclusive Jurisdiction in respect of all preliminary injunctive or other relief, which either Party may seek pending the final decision or award of the arbitrator(s).

**9. Governing Law and Jurisdiction**

The governing law under this Agreement shall be the substantive law of India alone, to the exclusion of the other Courts. The Courts of Mumbai shall have exclusive jurisdiction with respect to all matters or disputes arising under this Agreement. The language of the arbitration shall be in English

**10. Notice on short closure**

In the event of Disclosing Party deciding to short close the Proposed Transaction at any point of time, the payment due to Receiving Party for the work done up to that stage as well as the completed work behalf of this Proposed Transaction will be made. This payment will be mutually discussed and agreed between the Parties.

11. **Assignment and Sub-Contracting**

Receiving Party shall not assign, sub-contract its rights and obligations under the terms of this Agreement to any party without the prior written consent of Disclosing Party.

12. **Entire Agreement / Modification.**

12.1 This Agreement constitutes the entire contract between the Parties.

12.2 No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorized representatives of Parties hereto.

13. **Notices**

Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent by registered post A.D. or by courier to the other Party at the following address:

For Greaves: \_\_\_\_\_

Attention to: Mr. \_\_\_\_\_

For \_\_\_\_\_:

Attention to: \_\_\_\_\_

Service of any legal proceedings concerning or arising out of this Agreement shall be affected by causing the same to be delivered to the Party at its Registered Office mentioned herein above or to such other address as may from time to time be notified in writing by the Party concerned.

14. **Waiver**

Failure by Disclosing Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not construed to be a waiver of the right at any time, subsequently to enforce all terms and conditions of this Agreement.

15. **Severability**

If any provision of this Agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or

enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

16. **Counterparts**

This Agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have through their duly authorized representatives executed this Agreement the day and the year first herein above written.

For and on behalf of

For and on behalf of

\_\_\_\_\_

\_\_\_\_\_

By :.....

By :.....

Name : Mr. ....

Name : .....

Title : .....

Title : .....

.....

**In the presence of**

**In the presence of**

By :

By :

Name :

Name :

\_\_\_\_\_