

Selection of Chartered Accountant Firm on contract basis for providing Taxation & Accounting services at CERSAI.

CERSAI

At 4th Floor, Office Block,
Tower-1, Plate-A, NBCC,
Kidwai Nagar East,
New Delhi-110023,

Request for Proposal

DISCLAIMER

The purpose of this Request for Proposal (RFP) is to select a CA Firm for providing Taxation & Accounting services on contract basis – *for Administrative office of CERSAI* and to provide the Bidder(s) with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.

CERSAI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

CERSAI reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change may be intimated to all the Bidders/Service Providers. Any information contained in this document, will be superseded by any later written information on the same subject made available to all recipients by CERSAI.

The decision of CERSAI shall be final, conclusive, and binding on all the parties.

CERSAI

Selection of Chartered Accountant Firm for providing Taxation & Accounting services purely on contract basis

Sealed offers in two-bid system are invited from Chartered Accountant Firms in online mode, for providing Taxation & Accounting services on contract basis at administrative office of CERSAI in New Delhi and having their own offices and supervisory structure at New Delhi.

| Item No. | Nature of Work |
|----------|---|
| 1 | For providing Taxation & Accounting services |
| 2 | Place of Deployment: CERSAI, Tower1, Office Block, 4 th Floor, Plate-A, Adjacent to Ring Road, NBCC, Kidwai Nagar East , New Delhi-110023 |

RFP can be downloaded from CERSAI website (www.cersai.org.in) and from <https://eprocure.gov.in/eprocure/app>

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|--------------------------------------|------------------------|
| Date of commencement of issue of RFP | 17.03.2020 |
| Pre-bid Meeting | 08.04.2020 (3.00 p.m.) |
| Last date for submission of RFP | 16.04.2020 (4.00 p.m.) |
| Opening of Technical Offer | 17.04.2020 (12 p.m.) |

Opening of commercial bid will be notified later.

In case of, any holiday falling on the day of opening, the bids will be opened on the next working day at the same time and place. The bid received after the above said scheduled date and time will not be considered.

Offers from firms not having their own offices in Delhi/New Delhi will not be considered. The office must be in existence before the RFP is published and in running condition for the last 05 years. It must be manned during the office hours. All conditions and parameters will be evaluated with reference to the firms submitting the tenders. CERSAI reserves the right to reject any/all applications without assigning any reason whatsoever.

Scope of Engagement:

The details are as follows:

1. Respondent Obligation to Inform Itself

The Respondents must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

Errors and Omissions:

Each Respondent should notify CERSAI of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

Acceptance of Terms:

A Respondent will, by responding to CERSAI RFP document, be deemed to have accepted the terms as stated in this RFP document.

RFP Validity period:

RFP responses must remain valid and open for evaluation according to their terms for a period of 90 days from the Technical Bid opening date.

Duration of Contract:

The contract will be valid for 02 years. CERSAI will enter into a service contract with successful bidder for 02 years, however, will place work order initially for one year, which may be renewed for a further period of one year subject to satisfactory performance review.

Communication on the RFP:

Recipients are required to address all communication/clarifications/queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. CERSAI will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as corrigendum to the RFP and will be published on CERSAI website (www.cersai.org.in) under **Tenders** section.

Respondents should invariably provide details of their email address as any clarifications required by CERSAI against the response to the RFP will only be communicated to the Respondent via email. If CERSAI in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then CERSAI reserves the right to communicate such response to all Respondents.

2. Eligibility Criteria for Short-listing

For short-listing of agencies, the following criteria shall be applied. For this purpose agency shall submit proof documents along with the Tender and agencies not submitting proof documents and/or not conforming to any of these parameters will not qualify for empanelment or short listing:

| S. No | Particulars | Support documents |
|--------------|---|--|
| 1. | The Bidder should be a Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India and empanelled as statutory auditors with the CAG as on date. | 1.Certified copy of Partnership Deed in case of Partnerships and relevant Incorporation/ Registration Certificate of RoC (For LLPs) . 2. Constitution Certificate of ICAI as on 01.01.2020. 3. Certified copy of the CAG empanelment letter. |
| 2. | Firm must have registered office in Delhi for at least last 5 years. | Certificate of Incorporation. List of offices on letter head of the Company duly signed by Authorized Signatory /ICAI records / Constitution Certificate. |
| 3. | Bidder firm must have conducted Central statutory audit of PSU/Govt departments etc. as CAG auditor in last 03 years. | Audit Completion Certificate detailing year of audit and Auditee name. |

The bidder should submit their responses along with documentary evidence and self- declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfill any of the eligibility criteria as stated in full, will be summarily rejected. Consulting firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Price evaluation. CERSAI discretion on 'Eligibility Criteria' is final.

3. SCOPE OF WORK

The selected consultant will be responsible for providing Taxation & Accounting services to ensure undisputed taxation and accurate accounting for CERSAI. It is expected that the team of the selected firm will have necessary expertise, experience, capabilities and knowledge in the area, which shall broadly cover the areas listed below. This listing is not exhaustive and should be regarded as an outline only. The assignment will include following work:

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| Taxation: |
| Computation of Advance Tax under the Income Tax Act on quarterly basis |
| Computation of provision for income tax and deferred tax for quarterly/half-yearly/annually |
| Preparation and filing of the income tax return/Revised returns of the Company and any other related returns |
| Assist in direct tax & Indirect tax proceedings i.e. preparation of details required to be submitted to the tax department and appearance before the tax authorities |
| Preparation and filing of required applications with tax authorities |

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| Follow up with tax authorities |
| Preparing direct tax & indirect tax status report on quarterly basis |
| Furnishing information/opinion to CERSAI on the various day to day tax matters |
| Updating/guidance on change in any tax laws and their implications |
| Tax planning |
| Certificates if any to be issued in pursuance to the provisions of the Income Tax Act 1961 |
| All other Income tax matters |
| Calculation of tax liability of staff and verification of TDS in respect of contractors, consultants, rent, payment to NRIs and interest payments |
| Computation/checking of monthly TDS as per the prevailing laws applicable to CERSAI |
| Filing of quarterly TDS Returns/Revised returns whenever required. |
| Calculation/ verification of WCT and Service Tax/GST liability on a monthly basis along with utilization of Cenvet Credit therein. Reconciliation of GSTR 2A and all matters connected thereof. |
| Preparation of service tax/GST/TDS on GST/Annual returns and filing thereof to the Service Tax/GST Department at required intervals |
| Certificates, if any, to be issued in pursuance of TDS & DTAA in case of foreign remittance like FORM-15CB |
| Appearing before the tax authorities in connection with show cause notices |
| Preparation of Annual Information Report (AIR) |
| Preparation of migration towards new tax regimes (if any is implemented in future by the Authorities) |
| Assist in compliance to ICDS (Income computation disclosure standards) |

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| Assistance in various Audits |
| Meeting all Direct and Indirect tax compliance requirement of CERSAI under the current tax statute as well as GST and certification on quarterly basis and ensure that all compliance requirements of Direct and Indirect taxes are met by CERSAI |
| Providing training to officers of CERSAI on various tax aspects on Half-yearly basis |
| Preparing and annually updating comprehensive ready reference booklet on various tax compliances applicable to CERSAI |
| Address any other tax references made by CERSAI to the consultant |
| Handling of direct and indirect tax issues pertaining to previous years and represent CERSAI before the authorities. |

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| Accounting, Vouching & Allied Services: |
| Assist in Data Entry, Book keeping and General Accounting Management |
| Assist in Monthly/Quarterly/ Half-yearly/ Annual closing of accounts |
| Assist in Generation of Trial Balance reports |
| Perform monthly, quarterly and year-end closings |
| Preparation of accounting policy for CERSAI |
| Preparation and submission of periodical management reports, as agreed upon |
| Preparation of information as required by the Management Reconciliations |
| Preparation & updating of Fixed assets register, depreciation register |

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| Reconciliation Accounts Receivables & Payables, Bank Accounts and Petty Cash |
| Reconciliation of CERSAI/CKYC entries and balances with the entity balances |
| Deduction of Tax Deducted at Source (Withholding Tax) on various payments such as payroll, rent and contractual services etc. and depositing the same with the revenue authorities. |
| Preparation of Financial Statements, notes to accounts and other statements related to quarterly/half-yearly/annually closings |
| Providing for year-end outstanding expenses, prepaid expenses and other expenses |
| Preparation and updating of IFC manual at regular intervals |
| Address any other references made by CERSAI to the consultant |
| Assisting in all other matters related to Accounting/Tally posting matters |
| Representation before the Board whenever required. |

The firm is expected to depute at least an experienced / qualified CA to assist, verify and provide advisory services in taxation (both direct and indirect tax) and accounting matters as per scope of work on all working days and also on non-working days (whenever requirement arises). All presentation before authorities including tax authorities will be done by partner(s) of the Firm only. Partner(s) will be available for all discussions with management of CERSAI.

No subcontracting of work to any third party vendor is permitted. CERSAI will not make any extra payment other than the annual consultancy charges quoted in the commercial bids.

4. PRE BID MEETING

A pre-bid meeting will be held at CERSAI, New Delhi on 08.04.2020, at 03.00 p.m. for prospective bidders. Any clarifications in respect of this RFP will be addressed during the meeting. Agencies may depute their authorized representatives to attend the meeting and seek clarifications as deemed fit. Any query arising due to misinterpretation of clauses in this RFP will not be entertained after opening of Technical bid.

5. TWO BID SYSTEM OFFER

The offer will be in two parts, Technical Bid and Price Bid. Both the parts should be submitted in online mode only.

- a)
 - 1. Bidder should log into the site well in advance for bid submission.
 - 2. Bidder has to digitally sign and upload the required bid documents one by one as indicated in RFP.
 - 3. Bidder has to accept the payment option as offline to pay the tender cost and EMD.
 - 4. Bidder, in advance should get ready with the bid documents to be submitted as indicated in the tender document. Bid document can be in PDF/XLS/RAR/DWF formats and may be scanned with 100 dpi with black and white option.
 - 5. Any queries relating to process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 CPP portal helpdesk. The contact numbers for the helpdesk are 0120-4200462/0120-4001002.

b) Procedure for submission of bids

- 1. Bid prepared by bidder shall comprise of following cover, to be uploaded at **e-procurement portal**.
 - i) Envelope /file -1 shall comprise of all the documents in PDF format as specified in **clause 7**.
 - ii) Envelope file II shall comprise of all the documents in PDF format as defined in **clause 8**.

6. EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs 20000/- (Rupees Twenty thousand Only), in the form of a demand draft/pay order issued by a scheduled commercial bank favoring CERSAI payable at New Delhi must be submitted at CERSAI office on or before 15.04.2020 (4.00 p.m.) Offers not accompanied with Earnest Money Deposit of Rs. 20000/- will not be accepted. This amount will be forfeited if, having been selected by CERSAI for the job, the Agency refuses to accept any contract or having accepted the contract, fails to carry out its obligations mentioned therein. Bank Guarantee in lieu of Earnest Money Deposit will not be accepted. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful Agency. The Earnest money paid by the successful Agency will be released only after execution of the contract.

7. TECHNICAL OFFER (TO)

The Technical Bid Offer (TO) should be complete in all respects and contain all information asked for in this document. ***It should not contain any price information.***

The Technical Bid Offer should comprise of the following:

- 7.1 Documents in support at eligibility criteria prescribed at clause 2.
- 7.2 Covering letter on the prescribed format (Annexure-I).
- 7.3 Agency profile as per Annexure II.
- 7.4 Documentation (Brochures, leaflets, manuals, certificates etc., if any)
- 7.5 Earnest Money Deposit of Rs.20000/-
- 7.6 Pay Order of Rs.5000./- i.e. Cost of tender document (to be submitted on or before 15.04.2020 – 4.00 p.m.)

Documents mentioned in 7.1, 7.2, 7.3 and 7.4 should be uploaded online and earnest money mentioned in 7.5 and pay order mentioned in 7.6 should be deposited at CERSAI office.

LATE BIDS: Any bid received after the deadline for submission of bid prescribed by CERSAI will be rejected and/or returned unopened to the Bidder, if bidder so desires.

8. PRICE BID

Price Bid will have only one component (Annexure-III)

9. PRICE COMPOSITION

CERSAI will shortlist firm, which qualify commercial, technical and other requirements laid down in the document/RFP. Afterwards, the Price Bids of only those firms will be opened which qualify in Technical Bid (TB). Short listed firms will be notified by e-mail/post and the authorized representatives should be present at the time of opening of the Price Bids.

10. NO ERASURES OR ALTERATIONS

Techno-commercial details must be filled up completely. If any shortcoming /discrepancy are found in the documents/parameters mentioned in the eligibility criteria of any firm during the evaluation stage, the firm will not be considered for empanelment/contract.

11. VALIDITY OF OFFER

The offer should be valid for period of three months from the last date for submission of the offer.

12. GENERAL CONDITIONS

Criteria mentioned above is just minimum requirement. CERSAI at its discretion may upgrade the criteria. No complaint on this account will be entertained.

The tender committee of CERSAI will evaluate and cross-check the correctness of data provided by the firm by making necessary enquiries with the concerned firms and/or by site visits as deemed fit.

Firms should furnish details about their firm/company as per Agency profile (Annexure –II).

Firms not fulfilling all parameters mentioned in this RFP & enclosed Annexures will not be considered for empanelment/selection.

13. EVALUATION PROCESS

The evaluation of Offers (Tenders) will be done in following stages:

- Stage I:** Technical Offers will be evaluated as per the stipulated minimum eligibility criteria and firm profile based purely on valid proof documents submitted by the firms. Offers not complying with the eligibility criteria will be rejected.
- Stage II:** Short-listing of firm will be based on documentary proof submitted, site visit by the CERSAI officials and satisfactory feedback from reference sites.
- Stage III:** Price bids of the short-listed firms will be opened for price discovery
- Stage IV:** Allotment and issue of work orders to the shortlisted Firm.

14. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

CERSAI shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

15. OPENING OF OFFERS

Technical Bid offers will be opened on 17.04.2020 (12.p.m.). The Offerers / their representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the suppliers for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of Offerers or their representatives present. Commercial bid will be opened in due course.

16. AGREEMENT BETWEEN THE AGENCY AND CERSAI

The successful firm shall execute an Agreement at their cost with CERSAI on Rs.100.00/- non-judicial Stamp Paper .It is understood that the firm, which are willing to offer services in response to this RFP have read all the terms and conditions given in the RFP and have agreed to all the Terms & Conditions without any modifications.

17. PERFORMANCE BANK GUARANTEE

Before entering into an agreement, the selected agency should submit a Bank Guarantee of Rs.200000/- (Rupees two lakhs only) valid during the tenure of the contract from the date of issue of the Bank Guarantee, issued by a scheduled commercial bank favoring CERSAI.

18. ORDER CANCELLATION

If the selected firm fails to deploy their personnel within the stipulated time schedule or the extended date communicated by CERSAI, it will be a breach of contract. CERSAI reserves the right to cancel the order in the event of delay in deployment of personnel and forfeit the Earnest Money Deposit. During contract period if the Agency violates either terms and conditions mentioned in RFP or the responsibilities of Agency mentioned this RFP, or the agreement, CERSAI will have the right to cancel the contract with 30 days notice and may claim damages as per the LAW of the land.

19. PAYMENT TERMS

No advance amount will be paid to firm. Quarterly payment conforming to the attendance of the personnel as per documents to be maintained by the firm and shown to CERSAI shall be made within 02 weeks after the end of every quarter on submission of bill.

No payment of TA/DA/out of pocket/conveyance for attending courts/statutory/regulators/tax authorities for and representing CERSAI thereat.

20. CHARACTER & ANTECEDENT VERIFICATION

Before deployment of CA, firm should arrange for verification of the antecedents of the personnel by the police and such verification Certificate by the police should be submitted by the firm to CERSAI before deployment of the personnel.

21. COMPLIANCE WITH LAWS

It is the responsibility of the selected firm to comply with all provisions of the law of land as applicable to them.

22. SIGNING OF CONTRACT

The successful bidder shall execute

- (a) Contract/Memorandum of Understanding, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by CERSAI; and
- (b) Non-disclosure Agreement (NDA). The costs and expenditure should be borne by the bidder. The Bidder shall execute the MOU and NDA within one month from the date of acceptance of award of contract. The contract shall be executed by the authorized signatory of the Bidder.

23. OTHER TERMS & CONDITIONS

Mere filling the Bid Document Form does not automatically qualify the Service Provider (Firm) for being selected/allotment of work. CERSAI reserves the right to reject any or all Bid Documents later also without assigning any reason thereof.

Insurance and accident risks of the personnel will be responsibility of the firm. Firm will ensure that proper License / permission from the concerned authorities, wherever applicable have been obtained.

For all purposes, the Firm will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The personnel deployed by the service provider in CERSAI shall not have any claims whatsoever like employer and employee relationship against CERSAI.

The firm shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.

Firm and the persons employed by them shall neither divulge to outsiders any information about the equipment(s) installed in the premises of CERSAI nor divulge information about the employees of CERSAI as well as the activities of CERSAI.

Firm shall be liable to make substitute arrangements in case of the absence of the personnel for more than 02 days at a stretch.

In case of any loss that might be caused to CERSAI due to lapse/fraud/negligence on the part of the personnel discharging duties & responsibilities, the same will be borne by the Firm and in this connection, CERSAI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to CERSAI besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, CERSAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

CERSAI reserves the right to cancel/terminate the contract at any time during the currency of the contract after giving 30 days written notice to the other party for convenience without cause.

The Contract is valid for 02 years from the date of this agreement and at the option of CERSAI, the contract shall be automatically renewable for another one year on mutually agreed terms unless CERSAI terminates the same by giving 30 days notice in writing before or immediately thereafter of the tenure of Contract period.

24. Jurisdiction

1. Any claim, dispute, or controversy arising out of, or in relation to, this RFP, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days, shall be finally settled through arbitration.
2. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, by a arbitrator. The venue of arbitration shall be only New Delhi and the arbitration proceedings shall be conducted in the English language. The parties mutually agree that the arbitration award shall be final and binding on the parties.
3. Subject to the above arbitration clause, the Parties hereto submit to the exclusive jurisdiction of the Courts of New Delhi.

For any clarifications, you are advised to contact

Deputy General Manager (Accounts)
CERSAI, 4th Floor, Office Block
Tower-1, Plate-A, NBCC, Kidwai Nagar
New Delhi-110023

ANNEXURE - I

(Letter to CERSAI on the Supplier's letter head)

Annexure - I

The Dy. General Manager, CERSAI,
4th floor, Office Block
Tower-1, Plate-A
NBCC, East Kidwai Nagar
New Delhi-110023

Sub: RFP for engagement of CA Firm

Dear Sir,

With reference to your tender notice published in news paper on and the RFP published in your website with effect from, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of personnel as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSUs/banks/Govt. departments for deployment of personnel.

We confirm that our Firm is not owned or controlled by any director or officer / employee of CERSAI or their relatives.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for three months from the last date for submission of the offer. We hereby confirm that we have read the terms and conditions given at the Annexures of the RFP and agree to them fully.

We understand that CERSAI is not bound to accept the offer either in part or in full and that CERSAI has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith a Demand Draft/Pay Order for Rs 5000/- (Rupees five thousand favoring CERSAI and payable at NEW DELHI, towards cost of RFP Form, details of the same are, as under:

Demand Draft/Pay Order No.
Date of Demand Draft/Pay Order
Name of Issuing Bank

Yours faithfully, Authorised
Signatories
Name & Designation, seal of the firm.

(Letter to CERSAI on the CA Firm letter head)

ANNEXURE-II

BIDDER PROFILE

1. Name of the Organization and Address:
2. Year of Establishment:
3. Status of the firm:
(Whether LLP/ Partnership Firm)
4. Name of the Head/Managing Partner (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number, date and enclose Registration Certificate copy.
5. Whether registered for GST/Service Tax purposes. If so, mention number, date and place of registration.
6. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax clearance certificate for last three years:
 1. I/We have read the instructions appended to the Performa and I/We understand that if any false information is detected at a later date, any contract made between ourselves and CERSAI on the basis of the information given by me/us can be treated as invalid by CERSAI and I/We will be solely responsible for the consequences.
 2. I/We agree that the decision of CERSAI, in selection of firm will be final and binding to me/us.
 3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
 4. I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place:

Date:

SIGNATURE:

Name &

Designation Seal

of the Company

Annexure-III

Price Bid Form
(Shall be printed on the letter head of the bidder)

**The Deputy General Manager,
CERSAI**

We offer the rates for engagement as under

| S.No | Description | Bid Amount (p.a.) |
|------|--|-------------------|
| 1. | For providing Taxation & Accounting services at CERSAI | |

Note:

1. The charges quoted herein shall remain firm and unchanged throughout the contract period. Any request for change of rates during the tenure of the contract would not be entertained by the CERSAI.
2. We are aware that all the payments shall be subject to TDS, GST as applicable, at the time of payment.
3. I / We agree to undertake the work subject to terms and conditions stipulated by CERSAI at the rates quoted above.
4. No separate TA/DA will be allowed.

SIGNATURE
Name and Seal of Firm / LLP