

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

# **CERSAI**

At 4<sup>th</sup> 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 Any information contained in this document, will be superseded by any later written information on the same subject made available to all recipients by CERSAI.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 <sup>th</sup> 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](http://www.cersai.org.in)) and from <https://eprocure.gov.in/eprocure/app>

Date of commencement of issue of RFP	17.06.2020
Pre-bid Queries	Upto 01.07.2020 (3.00 p.m.)
Last date for submission of RFP	08.07.2020 (4.00 p.m.)
Opening of Technical Offer	10.07.2020 (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 Head Office in Delhi/New Delhi will not be considered. The office must be in existence before the RFP is published. 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 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.

## **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](http://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:

<b>S. No</b>	<b>Particulars</b>	<b>Support documents</b>
1.	The Bidder should be a Partnership/ Limited Liability Partnership (LLP) Incorporated in India.	1. Self - Certified copy of Partnership Deed in case of Partnerships and relevant Incorporation/ Registration Certificate of RoC (For LLPs) .  2. Constitution Certificate / ICAI Records on or after 01.06.2020.
2.	Firm must have Head office in Delhi.	Self - certified copy of Constitution Certificate / Certificate of Incorporation / ICAI records.
3.	Bidder firm must have conducted audit as CAG auditor in any one of the previous three FYs. i.e., 2017-18, 2018-19, 2019-20.	1. Self-certified copy of CAG empanelment letter issued in any one of the last three FYs. i.e., 2017-18, 2018-19, 2019-20.  2. Self-certified copy of appointment letter issued by CAG detailing year of audit and auditee name.  3. Undertaking by firm / LLP of having conducted the audit as per appointment letter issued by CAG.

The bidder should submit their responses along with self-certified 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:

<b>Taxation:</b>
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
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)
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.

**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

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 QUERIES**

In view of the unprecedented situation arising out of COVID 19 pandemic, we propose to call pre bid queries through email instead of convening a physical meeting which may not be desirable in the present circumstances.

Bidders are, therefore, advised to send queries, if any, on the following email ids by 01.07.2020 (3.00 p.m.):-

[dgmitaa@cersai.org.in](mailto:dgmitaa@cersai.org.in)

[legal@cersai.org.in](mailto:legal@cersai.org.in)

Consolidated replies of the queries will be posted on CERSAI website for everyone's view.

## **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 online through RTGS/NEFT 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), through NEFT/RTGS must be deposited in CERSAI's account on or before 07.07.2020. The details of CERSAI's bank account is as under:

Bank Name	Punjab National Bank
Account No	1988002100190070
IFSC Code	PUNB0015300

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/- through NEFT / RTGS in CERSAI's account. Proof (UTR No) of having transfer the fund through NEFT/RTGS has to be submitted on or before 7<sup>th</sup> July, 2020 at CERSAI Office.
- 7.6 NEFT / RTGS of Rs.5000./- i.e. Cost of tender document be deposited in CERSAI's account as mentioned below on or before 07.07.2020. Proof (UTR No) of having transfer the fund through NEFT/RTGS has to be submitted on or before 7<sup>th</sup> July, 2020 at CERSAI Office.

Bank Name	Punjab National Bank
Account No	1988002100190070
IFSC Code	PUNB0015300

7.7 Integrity Pact (Annexure iv): - The bidder has to submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-, on or before 7<sup>th</sup> July, 2020 (4.00 p.m.) at CERSAI Office.

Documents mentioned in 7.1, 7.2, 7.3 and 7.4 should be uploaded online, EMD mentioned in 7.5 and Cost of Tender mentioned in 7.6 should be deposited through RTGS/NEFT and Integrity Pact mentioned in 7.7 should be submitted 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 are 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 10.07.2020 (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 firms 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)

The Dy. General Manager, CERSAI,  
4<sup>th</sup> 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 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 have deposited Rs 5000/- (Rupees five thousand only) through NEFT / RTGS in CERSAI's account towards cost of RFP Form, details of the same are, as under:

UTR No:

Date of NEFT / RTGS:

Name of Transmitting (NEFT / RTGS) 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 us 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.) Excluding GST
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**

## Annexure – IV

### INTEGRITY PACT

This pre-Bid Pre-Contract agreement (hereinafter called the “**Integrity Pact**”) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2020, by and between:

1. Central Registry of Securitisation Asset Reconstruction and Security Interest of India (hereinafter called “**CERSAI**”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part; and
2. \_\_\_\_\_ (hereinafter called the “**BIDDER**” which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

CERSAI and the BIDDER, where the context permits, shall be referred to collectively as “**Parties**” and individually as “**Party**”.

#### **WHEREAS,**

- a) CERSAI proposes to appoint a CA firm for Taxation and Accounting activities for Central Registry Solution as detailed in the RFP No. \_\_\_\_\_ issued on \_\_\_\_\_ by CERSAI, and the BIDDER is willing to submit/ has submitted a Bid for selection as a CA firm for Taxation and Accounting activities ; and
- b) The BIDDER is a company/ partnership/ limited liability partnership, constituted in accordance with the relevant law in the matter and CERSAI is a public sector undertaking licensed under Section 8 of the Companies Act, 2013; and
- c) To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to enabling CERSAI to obtain the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and CERSAI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **A. Commitments of CERSAI**

- i. CERSAI undertakes that no official of the CERSAI, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
  - ii. CERSAI will, during the pre-Contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
  - iii. All the officials of CERSAI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- B. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to CERSAI with full and verifiable facts and the same is prima facie found to be correct by CERSAI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal

proceedings may be initiated by CERSAI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by CERSAI the proceedings under the Contract would not be stalled.

### **C. Commitments of the Bidder**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-Contract or post-Contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of CERSAI, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of CERSAI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government.
- iii. The BIDDER shall disclose the name and address of agents and representatives, and its foreign principals or associates.
- iv. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/Contract.
- v. The BIDDER further confirms and declares to CERSAI that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to CERSAI or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- vi. The BIDDER, either while presenting the bid or during pre-Contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of CERSAI or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- vii. The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by CERSAI as part of the business relationship, regarding plans, Technical Bids and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- x. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xii. If any employee of the BIDDER involved in bidding team and/or project implementation team and/or operations & maintenance team or any employee under the respective Service Line/ Vertical of the representative leading the team of the Bidder, either directly or indirectly, is a relative of any of the officers of CERSAI, or alternatively, if any relative of an officer of CERSAI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing

of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- xiii. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of CERSAI.

#### **D. Previous Transgression**

- i. The BIDDER declares that no previous transgression occurred in the last 3 (three) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify the BIDDER's exclusion from the bidding process.
- ii. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bidding process or the Contract, if already awarded, can be terminated for such reason.

#### **E. Earnest Money Deposit**

- i. While submitting its bid, the BIDDER shall submit Earnest Money Deposit, with CERSAI through RTGS / NEFT by a Scheduled Commercial Bank/ Nationalized Bank. The Earnest Money Deposit shall be valid up to a minimum period of 6 (six) months.
- ii. In case of the BIDDER is declared the successful bidder, a clause would also be incorporated in the provision pertaining to Performance Bank Guarantee in the Contract that the provisions of "Clause F - Sanctions for Violation" shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by CERSAI to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- iii. No interest shall be payable by CERSAI to the BIDDER on Earnest Money Deposit for the period of its currency.

#### **F. Sanctions for Violations**

- i. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle CERSAI to take all or any one of the following actions, wherever required:-
  - a. To immediately call off the pre Contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other bidder(s) would continue.
  - b. The Earnest Money Deposit (in pre-Contract stage) or Performance Bank Guarantee (after the Contract is signed) shall stand forfeited either fully or partially, as decided by CERSAI, and CERSAI shall not be required to assign any reason, therefore.
  - c. To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
  - d. To recover all sums already paid by CERSAI with interest thereon at 2% (two percent) higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from CERSAI in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - e. To encash the Earnest Money Deposit/ performance bank guarantee in order to recover the payments, already made by CERSAI, along with interest.
  - f. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to CERSAI resulting from such cancellation/rescission and CERSAI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of 5 (five) years, which may be further extended at the discretion of CERSAI.
  - h. To recover all sums paid in violation of this Integrity Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the Contract.

- i. In cases where irrevocable letters of credit have been received in respect of any contract signed by CERSAI with the BIDDER, the same shall not be opened.
- j. Forfeiture of performance bank guarantee in case of a decision by CERSAI to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- ii. CERSAI will be entitled to take all or any of the actions mentioned at Clauses F.(a) to (i) of this Integrity Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- iii. The decision of CERSAI to the effect that a breach of the provisions of this Pact has been committed by CERSAI shall be final and conclusive on CERSAI. However, CERSAI can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### G. Fall Clause

The BIDDER undertakes that under similar buying conditions, it has not provided/ is not supplying similar Services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar Services were supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to CERSAI, if the contract has already been concluded.

#### H. Independent Monitors

- i. CERSAI shall be appointing Independent Monitors (hereinafter referred to as “**Monitors**”) for this Pact in consultation with the Central Vigilance Commission

Name	Shri Dileep Raj Singh Chaudhary
Designation	Ex-Secretary
Address	E-1/164, Arera Colony, Bhopal - 462016

- ii. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- iii. The Monitors shall not be subject to instructions by the representatives of the Parties and shall perform their functions neutrally and independently.
- iv. Both the Parties accept that the Monitors have the right to access all the documents relating to the Contract, including minutes of meetings.
- v. As soon as the Monitor notices, or has reason to believe, a violation of this Integrity Pact, they will so inform the authority designated by CERSAI.
- vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Contract-related documentation of CERSAI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their Contract-related documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ subcontractor(s) as confidential.
- vii. CERSAI will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- viii. The Monitor will submit a written report to the designated Authority of CERSAI within 8-10 (eight to ten) weeks from the date of reference or intimation to him by CERSAI/ BIDDER and, should the occasion arise, submit bids for correcting problematic situations.



## **I. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, CERSAI or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **J. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of CERSAI.

## **K. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **L. Validity**

- i. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 (two) years or the complete execution of the Contract to the satisfaction of both CERSAI and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after 1 (one) month from the date of the signing of the Contract.
- ii. Should 1 (one) or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

**CERSAI**

**BIDDER**

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Designation]

\_\_\_\_\_ [Designation]

**Witness**

**Witness**

1.

1.

2.

2.