

**E-TENDER NOTICE (THROUGH CPP) FOR
HIRING THE SERVICES OF CHARTERED ACCOUNTANT FIRM
FOR DIRECT AND INDIRECT TAXES AT
CSIR-NATIONAL CHEMICAL LABORATORY, PUNE – 411008**

NIT No. NCL/EII/OS/TC/2023

Dated: 13/11/2023

IMPORTANT DETAILS

1.	Name & Address of the Tendering Officer / Beneficiary	:	Director, CSIR-National Chemical Laboratory, Dr. Homi Bhabha Road, Pune – 411008
2.	Notice Inviting Tender No.	:	NCL/EII/OS/ TC/2023
3.	Total Tender Document Pages	:	26
4.	Name of the Work	:	Hiring the Services of Chartered Accountant Firm for Direct And Indirect Taxes at CSIR-National Chemical Laboratory, Pune
5.	Duration	:	ONE year and may be extended for a further period of one year at a time for a maximum total period of THREE years, subject to satisfactory performance and mutual consent on the existing terms and conditions.
6.	Estimated Cost	:	The Contract value for One year is estimated to be Approx. Rs. 8.00 Lakhs Only (Approximately Rupees Eight Lakhs Only).
7.	Earnest Money Deposit (EMD)	:	Rs. 16,000/- (Rupees Sixteen Thousand Only) to be paid by crossed Demand Draft from any Nationalized / Scheduled Bank, in Favour of Director, NCL Payable at Pune <i>*In accordance with Rule 170 of GFR Micro and Small Enterprises (MSMEs) as defined in MSE procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME). Are exempted from payment of EMD.</i>
8.	Performance Security	:	3 % of award of contract value as DD/FDR from a Nationalized / Scheduled bank or Bank Guarantee from a Nationalized bank, in favour of “Director, CSIR-NCL” Pune

A. CRITICAL DATES & TIME

Document Publish Date	:	Monday; 13/11/2023; 10:00 am
Pre Bid conference Date ,Time & venue	:	Monday; 20/11/2023; 11:00 am Third Floor Conference Room, Main Building, CSIR-National Chemical Laboratory, Dr. Homi Bhabha Road, Pune - 411008
Bid Submission Start Date	:	Friday; 24/11/2023; 09:00 am
Bid Submission End Date	:	Thursday; 07/12/2023: 05:00 pm
Technical Bid Opening Date	:	Friday; 08/12/2023; 05:00 pm

Note: CSIR-NCL may at its discretion, extend/change the schedule of any activity and intimate the bidders by notifications through the CPP Portal.

B. NOTICE INVITING TENDER

NIT No.: NCL/EII/OS/TC/2023

Dated: 13/11/2023

The Director, CSIR- National Chemical Laboratory, Pune (a constituent laboratory of Council of Scientific & Industrial Research, New Delhi an autonomous organization under Ministry of Science & Technology, Government of India) invites online tender through CPP Portal i.e. (<https://etenders.gov.in/eprocure/app>) from reputed Chartered Accountant Firm having office / branch office at Pune/PCMC city limits, for Direct and Indirect Taxes related activities for the Financial Year 2023-24, which may be extended for further two Financial Years on yearly basis, on satisfactory completion of the work with mutual consent.

Name of Work	EMD Rs.	Period of Contract	Estimated value of work
Contact for Hiring the Services of Chartered Accountant Firm for Direct And Indirect Taxes at CSIR-NCL, Pune	16,000/-	ONE year and may be extended for a further period of one year at a time for a maximum total period of THREE years, subject to satisfactory performance and mutual consent on the existing terms and conditions.	Rs. 8.00 Lakhs Approximately

**In Accordance with Rule 170 of GFR Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro Small and Medium Enterprises (MSME) are exempted from payment of EMD.*

Document Publish Date	:	Monday; 13/11/2023; 10:00 am
Pre Bid conference Date ,Time & venue	:	Monday; 20/11/2023; 11:00 am Third Floor Conference Room, Main Building, CSIR-National Chemical Laboratory, Dr. Homi Bhabha Road, Pune - 411008
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Technical Bid Opening Date	:	Friday; 08/12/2023; 05:00 pm

The Director, CSIR-NCL reserves the right to reject any or all tenders received in part or in full without assigning any reason thereof.

Sd/-

Administrative Officer

C. PRE- BID CONFERENCE

- 1) Pre-bid Conference will be held as per details indicated in NIT Invitation to Bid. Amendments (if any) to the tender document will be done after the pre-bid conference.
- 2) Any query related to the NIT may be sent only by email by the prospective bidders to cg.dagale@ncl.res.in on or before Friday; 17/11/2023; 04:00 pm. CSIR-NCL is not bound to entertain queries in any other form received on any other email address / address for correspondence.
- 3) The pre-bid conference shall be held in person as per the details stated in the NIT.
- 4) Prospective bidders may attend the pre-bid conference on the declared date and time online as stated in the NIT and seek clarifications if any during the pre-bid conference. No queries shall be entertained thereafter.
- 5) The clarifications given during the pre-bid conference will be displayed on the CPP portal and CSIR-NCL website. Bidders are advised to go through the same before submitting the bid online.

D. IMPORTANT INSTRUCTIONS

(PLEASE READ THE INSTRUCTIONS CAREFULLY)

1. Aspiring Bidders, who have not enrolled/ registered in the e-tender, should enrol/ register before participating through the website <http://etenders.gov.in/eprocure/app>. The portal enrolment is free of cost.
2. Interested bidders may submit their quotation online on <http://etenders.gov.in/eprocure/app> as per the tender document on the website <http://etenders.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum /addendum regarding this tender will be available on the above said website only.
3. The duly filled tender documents shall not be accepted if not accompanied by Bid Security Declaration.
4. **Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer.**
5. The prospective bidding firms/agencies/parties/contractors of the nature of a joint venture, consortium, or association will not be entertained by CSIR-NCL in the bidding process.

6. The bidder has to deposit Earnest Money (EMD) of Rs. 14,000/- (Rupees Fourteen Thousand Only) in the form of Demand Draft from Scheduled / Nationalized Bank drawn in favour of “**Director, NCL**” payable at Pune. **The scanned copy of same has to be submitted in soft copy format online.**
 7. The original DD towards the EMD should be submitted to the tender inviting authority i.e., Director, CSIR-NCL, Dr Homi Bhabha Road Pune-411008 on or before Wednesday, the 06/12/2023 by 05:00 pm.
 8. The duly filled tender documents shall not be accepted if not accompanied by the scanned copy of the demand draft / Pay order towards the requisite bid security (EMD).
 9. In accordance with Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), are exempted from payment of EMD. **Such bidders are required to submit the copy of registration as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy.**
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E. SCOPE OF WORK

(A) GST

Compliance related to GST Law:

- a) To ensure accurate calculations and timely payment of GST liability on a monthly basis as per the provisions of the GST Act, as amended from time to time.
- b) Computation & filing of monthly GST returns and ensuring accurate & regular filing of returns.
- c) Opine and guide on any GST issue, which may arise and also ensure compliance with all notices/letters from GST authorities received from time to time.
- d) Arrange, finalize, and submit the above GST Return correctly to the GST Authorities in the stipulated time, to avoid any levy of penalty.
- e) Raising refund claims wherever required. (SEZ /IGST on custom duty)
- f) Maintaining existing Tally Prime Gold Software support in all aspects.
- g) Any change in rule in respect of GSTR-related matters shall be part of the contract.
- h) Maintaining NCL Credit/ debit accounts for GST.
- i) Reconciliation of GSTR-1 and 2A on monthly basis & also intimating the list of vendors who collect GST from us but does not reflect on portal.
- j) Filing of annual return of GSTR-9/9C on or before the notified date and submission of report.
- k) Registration/ Renewal of Letter of Undertaking (LUT) for export of Foreign Services.
- l) Contractor should depute one qualified person full time during office hours at CSIR-NCL from Monday to Saturday at Contractor's Cost.**
- m) The deputed person should have knowledge of Income Tax, Professional Tax, GST & Tally software. The deputed person should know the operation and opening a new account. The deputed person should be addressing all the problems raised by the stakeholder.
- n) Overall you will be given full access of GST CELL. Preparation of FVC and collection of the data (GST-TDS Schedule - 7A) from the Accounts for GST-TDS & follow-up of the payment and remittances from the Finance & Accounts. Complete documentation/filing/paperwork needs to be done and handed over to the GST in-charge from time to time. The deputed person will be working under In-Charge GST Cell and will follow the instructions given by him.
- o) Issuance of GST-TDS certificates on monthly basis & to hand over the records to the GST Cell, CSIR-NCL.
- p) Any other GST-related matter should be addressed & resolved.
- q) All the year-wise working GSTR1, GSTR2, GST3B, GSTR7 & GSTR9/9C in connection with GST AUDIT should be compiled and handed over to the GST CELL of CSIR-NCL from time to time.
- r) Opine and guide on any GST issue, which may arise, and also arrange compliance of the same Ensure compliance with all notices/ letters from GST authorities received.

- s) To appear before the GST Authorities for assessment, proceedings, preparations of draft replies for notices, appeal and filing and GST Audit of the same to the concerned authorities. Ongoing cases pending during your tenure should be compiled within the contract period and the same should be settled beyond contract period without any additional charges.
- t) Identification of Eligible Input Tax Credit & adjustment of Ineligible Input Credit on GST Portal.

Consultancy Services shall include, but shall not be limited to:

- a) Collecting the relevant data from CSIR-NCL, analysing and consolidating it.
- b) Preparation and (stipulated) timely filing (on or before the due date) of GSTR-1, GSTR-3B, and GSTR-7 (as at present), including monthly remittance of GST liability after incorporation of all the factors/ components like RCM, Input Tax Credit & necessary validation of input/ consolidated data given by CSIR-NCL for the different business places, based on data available.
- c) Timely filing of any other Return(s) (in addition to GSTR-1, GSTR-7 & GSTR-3B) as may be prescribed/ notified by the GST Council/Govt. of India/any other appropriate authorities, for/ during the engagement period.
- d) Assisting CSIR-NCL in the classification of the transactions under the correct HSN/SAC code for goods/ services.
- e) Assessing the potential impact of GST Laws on different business operations of the CSIR-NCL i.e. advising on the applicability of GST on various transactions undertaken or proposed to be undertaken.
- f) Applying provisions related to the place of supply in CSIR-NCL transactions and determining the correct type of tax (CGST & SGST or IGST) to be paid on the basis of classification under inter-state or intra-state supply.
- g) Compliance of the various Procedures, Rules & Regulations as notified by the Appropriate Authorities, while/during the course of filing various returns.
- h) Periodical identification & reconciliation of GST Returns with the Books of Accounts of CSIR-NCL including that of availing eligible Input Tax Credit of the transactions auto-populated through GST Portal (GSTR-2a) into the respective CSIR-NCL GSTIN & further contact/correspondence with the Vendors for necessary corrections, as may be required.
- i) Determining the inputs, inputs services, and capital goods on which taxes have been paid and credit of which are eligible to be taken and determining the reversals of input tax credit availed as per GST laws & CSIR guidelines.

Refund of unutilized input tax credit (ITC)

1. Collection of relevant documents to be submitted for the claim of refund (eg. SEZ/IGST on custom duty)
2. Preparation and filing of online application along with the filing of relevant documents against which refund is to be claimed.
3. Follow up with the GST department for the finalization of the refund claim.

Conducting Anti-profiteering study.

- A. Analysing the books of accounts and relevant notification issued under GST laws to check the applicability of the provisions of anti-profiteering on the CSIR-NCL.
- B. Assisting on any on-going related enquiry or investigation initiated.
 - i. Assistance in generating and maintenance of e-invoice wherever required and sales remaining of their invoices with received payments.
 - ii. Determining the applicability of reverse charge mechanism, if any.
 - iii. Providing advice/ clarifications on the queries that may be raised by CSIR-NCL in connection with the interpretation of various Procedures, Rules & Regulations as notified by the Appropriate Authorities, in connection with the compilation of data for filing of periodical returns.
 - iv. Providing updates & compliance on GST laws through Amendments, Notifications, Circulars, etc. Relevant to CSIR-NCL and professional advice on the action to be taken by CSIR-NCL units in compilation to the said Rules & Regulations in force.
 - v. Attend any notice issued by Appropriate Authorities (GST) and appear on behalf of CSIR-NCL for resolution of issues raised to the satisfaction of the Appropriate Authorities.
 - vi. Providing any other related support (not covered above) to CSIR-NCL in connection with the GST compliance.
 - vii. To appear before the GST Authorities for tax assessment proceedings. To draft replies for appeal and filing/e-filing of the same to the concerned authorities.
 - viii. Handling all assessment proceedings of GST, initiated by appropriate authorities including drafting /filing of replies and submission, before Tax Authorities regarding rectification application including any penalty proceedings as applicable, drafting /filing the submission for stay of any demand, review of orders, etc. and attending the hearings.
 - ix. Advising CSIR-NCL, Pune for further course of action consequent to the assessment/reassessment/rectification orders issued by Tax Authorities, filing of appeal before GST Authority including drafting of grounds of appeal and statement of facts, filing of written submission/paper book and representation in all existing /new appeal proceedings before GST Authority, representing CSIR-NCL to various Tax Authorities.

[B] INCOME TAX / TDS /TCS. etc.

- a) Preparation and filing of Annual and Quarterly Income- Tax return / forms required as per provision of the Income Tax Act.
- b) Filing of I-Tax returns through online system (TRACES) in prescribed time, submission of Quarterly/Annual returns in case of default notices issued by Income Tax Department.
- c) E-filing of returns of Tax Deducted at Source (TDS) in prescribed time. E-filing of Tax Collected at Source (TCS) returns as and when required.
- d) Firm will be responsible for timely & accurate generation, compilation of form No 16 (PART A & B in case of Salary, Part A in case of Non-salary) from website (TRACES).

- e) Feeding /uploading of data of I-Tax deduction of employees/contractors.
- f) Filing of I-Tax returns of 24Q & 26Q format (for engaged Contractors.)
- g) Furnishing the original e-filing acknowledgement to CSIR-NCL. Firm will provide the copy of return filed both soft/hard copies to NCL of the above returns filed by them related to any previous Assessment year.
- h) Follow-up with department for any query arised.
- i) To examine any order/communication received from Income Tax Department and advice further course of action.
- j) Assisting in preparation of replies/submissions for assessment proceedings, appellate proceedings and any other income tax related proceedings/notices/letters/summons etc.
- k) Certification of Statement of Expenditure and utilization certificate in respect of Government funded projects as and when required.
- l) To appear before the income tax authorities for tax assessment proceedings, preparations of draft replies for appeal and filing of the same to the concerned authorities.

[C] OTHER INCOME TAX/TDS/TCS RELATED ISSUES

Under the Indian Tax Laws, CSIR-NCL, Pune is also required to deduct the tax at source on various payments on account of transactions made by NCL and issue the certificate for the tax deducted at source (TDS) to the payee and file quarterly TDS return with the tax authorities. Further, failure to comply with TDS provisions will attract levy of interest and penalties and hence following scope of works are also included.

- (I) Handling all assessment proceedings initiated by appropriate authorities including drafting/ filing of replies and submissions, representation before Tax Authorities regarding rectification application including any penalty proceedings as applicable, drafting / filing the submission / paper book and representation in all existing / new appeal proceedings before CIT, representing CSIR-NCL to various Authorities.
- (II) Advising CSIR-NCL, Pune for further course of action consequent to the assessment / reassessment/ rectification orders issued by Tax Authorities, filing of appeal before CIT including drafting of grounds of appeal and statement of facts, filling of written submission / paper book and representation in all existing / new appeal proceedings before CIT, representing CSIR-NCL to various Tax Authorities.
 - (i) Pursuing, assisting and coordinating with Income Tax Authorities for timely getting the refund due to CSIR-NCL, Pune.
 - (ii) Advise on TDS rates on various categories of payments (including salary) and review of quarterly statement in respect of tax deducted / deposited from salary, honorarium, consultancy services from Consultants, service providers and contractors, etc. before filing the return.
 - (iii) The service of tax consultant firm would include advice on issues pertaining to tax and regulatory matters including matters relating to tax treaties which may arise from time to time in course of operation. For

these need base calls, no extra charges shall be paid.

- (iv) The Chartered Account Firm will provide the service from end to end on all such taxation matters including filing of returns/ correction/ revisions, etc. The firm will also advice in the matter as and when required.

[D] IT-TDS / TCS Consultancy Services shall include:

The full-time deputed person during office hours at CSIR-NCL, from Monday to Saturday, shall be responsible to do all activities related to IT-TDS (Service Provider). All such activities involve the following:-

1. To collect all schedules of IT-TDS (Form No. 26C) from the Account section.
2. These schedules collected from Accounts section to be arranged in ascending order as per Section 194C (@2%) and Section 194J (@10%) before entering into an excel sheet.
3. During this process, if any error is observed, such as PAN number not mentioned in the schedule or taxable amount not mentioned/not matching in the schedule, etc., the same is to be cross verified with Accounts Section.
4. The total amount calculated as per Section 194C (2%) and Section 194J (10%) in an excel sheet should be reconciled with Accounts Section.
5. After that only, FVC is to be prepared along with the supporting documents (excel statement & schedules). Access for preparing FVC will be given. The duly signed FVC is to be submitted to Accounts Section.
6. Issuance of TDS certificate to concerned vendors.
7. To maintain the record as office copy of the same.

[E] Professional Tax:-

- E- Filing of Professional Tax return on monthly basis.
 - Filing of Return, reply to the notices, rectification, advising on matters relating to Professional Tax and any other associated works.
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F. TERMS AND CONDITIONS OF THE CONTRACT

GENERAL TERMS AND CONDITIONS

1. The Firms are required to submit two separate Bids i.e. Technical and Financial, as per the prescribed proforma available in the tender document as Annexure 'A' and Annexure 'B'.
2. Technical Bid shall contain all the necessary documents and fulfil the terms & conditions mentioned in the Tender document. Annexure A can be used as a checklist to ensure that the minimum required details are submitted.
3. The enclosed Technical Bid in the prescriber format should be accompanied with Earnest Money Deposit (EMD) having validity for a period of 90 days from the date of NIT in the form of Demand Draft/ Bankers cheque issued by any Nationalised / schedule bank drawn in favour of "The Director, NCL" payable at Pune.
4. Submission of EMD of Rs. 14,000/- is a must and should be submitted along with the tender. In the absence of EMD the tender shall be summarily rejected.
5. The earnest money deposit shall be refunded to all the unsuccessful Tenderers, without any interest after finalization of the contract. EMD shall be refunded to the successful Tenderer on receipt of Security Deposit. No Interest is payable on the EMD to either the successful Tenderer or the unsuccessful Tenderer. Exemption from payment of EMD is applicable as per the existing law if accompanied by the relevant orders/instructions issued by the appropriate authorities.
6. The bid shall be valid for 90 days from the date of opening.
7. Tender incomplete in any form will be rejected outright. Conditional tenders will also be rejected outright.
8. All the technical bids will be scrutinized along with the relevant documents for their authenticity and the Tenderer whose technical tenders are accepted will be considered for financial bids on the date & time as informed by the office.
9. No Firm will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the Firm would stand forfeited.
10. The Financial bids of only those Firms who qualify in Technical Bid evaluation shall be opened. The financial bids of all those Firms who fail to qualify in the technical bid will not be opened under any circumstances.
11. The Firms among the technically qualified bidder with the lowest quote (L1 bidder) will be selected as the successful bidder. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
12. In case of tie for the lowest quote of Total Service Fee charged by two or more technically qualified bidders, the bidder with more experience in Government Organisations shall decide successful bidder. If experience also happens to be same then and total aggregate turn over in past three year shall decide the successful bidder.
13. In case the successful Firm declines the offer of contract, for whatsoever reason(s), the EMD submitted will be forfeited.
14. The Firm shall enter into a formal contract with CSIR-NCL within 15 days from the date of receipt of intimation of their selection. The successful Tenderer will have to

submit the security deposit and commence the work within 15 days of acceptance of tender.

15. The successful Firm will have to submit performance **security deposit of 3 % of the award of contract value in the form of Demand Draft / FDR** 60 days beyond the contract period in favour of the Director, NCL in the prescribed format.
16. Each page of the tender document should be signed and stamped by authorized signatory of the Firm as a token of acceptance of the terms and conditions laid down by the Office of CSIR-NCL.
17. The Competent Authority of CSIR-NCL reserves the right to withdraw /relax any of the terms and conditions mentioned above, under such circumstances the Tenderer will be given adequate time to take the changes into account.
18. The Competent Authority of CSIR-NCL reserves every right to reject all or any tender in whole, or in part or cancel the entire tender process, without assigning any reason thereof.
19. The empanelment will be done based on the lowest bid (L-1) quoted by the Firm and fulfilment of all the terms and conditions.
20. The Contract will be for a period of ONE year initially which may be extended for a further period of one year at a time for a maximum total period of THREE year, subject to satisfactory performance and mutual consent on existing terms and conditions. The Agreement at tenderer's cost to be executed on Rs. 500/- Stamp Paper within 10 days of acceptance of the work award. The draft agreement may be collected from the General Section, Administration of NCL.
21. In case of breach of terms and conditions by the firm, the Performance Security Deposit will be forfeited at the discretion of the Director, NCL.

MODE OF SUBMISSION OF TENDERS

1. The tenders have to be submitted online through CPP Portal using the bidder login credentials. No other form of submission is allowed. Bids submitted by any other mode i.e. email, Post, Hand delivery etc. will be summarily rejected without any intimation to the bidders.

NON RELATIONSHIP WITH EMPLOYEES OF CSIR-NCL

1. CSIR-NCL will debar the parties from tendering having relatives working in CSIR-NCL. A non-relationship Certificates in the proforma provided in the Annexure is required to be submitted.

EARNEST MONEY DEPOSIT

- Rs. 16,000/- (Rupees Sixteen Thousand Only)
- In accordance with Rule 170 of GFR Micro and Small Enterprises (MSMEs) as defined in MSE procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME). Are exempted from payment of EMD.

PERFORMANCE SECURITY DEPOSIT

1. The successful Firm will have to deposit security money 3% of the award of contract value within 10 days of the Work Award letter. No interest on this security deposit will be paid by CSIR-NCL.
2. In case of any breach of the terms and conditions of the contract, CSIR-NCL will forfeit the security deposit of the agency, in addition to any other action which may be taken by the Competent Authority.
3. The security deposit will be refunded to the Firm within 2 **months** of the expiry of the contract only on the satisfactory performance of the contract

FRAUD AND CORRUPTION

1. CSIR/CSIR-NCL requires that the bidders, suppliers and contractors observe the highest standard of ethics during execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the tendering process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence the tendering process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the CSIR/CSIR-NCL, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the tendering process or affect the execution of a contract.

CONTRACTOR'S OBLIGATIONS

1. The bidders are obliged under Code of Integrity for Public Procurement to suomoto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this Code of Integrity.
2. The bidders must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity during the last three years or of being debarred by any other Procuring Entity including the CSIR Labs/Insttts. Failure to do so would amount to violation of this code of integrity.
3. To encourage voluntary disclosures, such declarations would not mean automatic

disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Firm shall abide by the treated and then a scope of working of the contract.

CSIR-NCL OBLIGATIONS

1. In consideration of the service rendered by the Firm, CSIR-NCL agrees to pay on monthly basis a sum calculated w.r.t. rates quoted by the Firm in their Financial Bid & agreed by the CSIR-NCL.
2. CSIR / CSIR-NCL shall release payment within a reasonable period from the date of receiving the complete bill along with all supporting documents from the agency.

ACCEPTANCE FOR AWARD OF CONTRACT AND SIGNING OF CONTRACT

1. The successful Firm should submit the acceptance of award of contract within seven (15) **days** from the date of issue of the Award letter, failing which it shall be presumed that the Firm is not interested and his bid security is liable to be forfeited forthwith.
2. Within 15 **days** of date of the Work Award letter, the successful Firm shall enter into Contract agreement.

COMMENCEMENT, MODIFICATION AND TERMINATION

1. Following the award of contract to the successful Firm after due procedure, CSIR-NCL shall enter into an agreement with the successful bidder. Such an agreement shall remain in force for a period of One year only and may be extended for a further period of one year at a time for a maximum total period of THREE years, subject to satisfactory performance and mutual consent on the existing terms and conditions
2. The successful Firm will have to commence the contract within fifteen (15) days of the award of contract.
3. Such an agreement may be modified, fully or partly, on mutually agreed terms and conditions with the approval of the Director, CSIR-NCL if found necessary by CSIR-NCL.
4. Such an agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above.
 - b) By giving **ONE** months' notice by CSIR-NCL on account of :
 - i) Committing breach by the Agency of any of the terms and conditions of this Agreement.
 - ii) Assigning the contract or any part thereof to any sub agency by the Agency without written permission of the Lab./Instt.
 - c) On Agency being declared insolvent by competent Court of law.

- d) On account of violation of the terms and conditions of the contract by the Firm.
 - e) Notwithstanding any other provisions made in the contract, CSIR-NCL reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The Firm will not be eligible for any compensation or claim in the event of such cancellation. If at any later date, it is found that the documents and certificates submitted by the Firm are forged or have been manipulated, the work order issued to the Firm shall be cancelled and performance Security Deposit issued to CSIR-NCL shall be forfeited without any claim whatsoever on CSIR-NCL and the Firm is liable for action as appropriate under the extant laws.
5. During the notice period for termination of the contract, in the situation contemplated above, the Firm shall keep on discharging his duties as before till the expiry of notice period.
 6. It shall be the duty of Firm to remove all the persons deployed by them on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature for CSIR-NCL.

PENALTIES/LIABILITIES

1. That the Firm shall be responsible for faithful compliance of the terms and conditions of the agreement. In the event of any breach of the agreement by the agency, CSIR reserves the right to terminate the agreement. In such an event, the security deposit submitted by the Firm with CSIR-NCL shall be forfeited. CSIR may also contemplate engaging another agency for providing services for the remainder period of the contract.
2. If the Firm violates any of the terms and conditions of the agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director, CSIR-NCL, a penalty leading to a deduction up-to a maximum of **10% of the total amount** of bill for a particular month will be imposed.

DISPUTES RESOLUTION/ARBITRATION:

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided in the agreement) the same shall be referred to the Delhi International Arbitration Centre, (DIAC), Delhi High Court, New Delhi.
2. The Arbitration Centre may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modifications thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

A. TECHNICAL BID REQUIREMENTS (PART-I)

Sr. No.	Particulars	Eligibility Criteria	Supporting documents to be submitted
1	Legal Valid Entity	<p>The Bidder shall necessarily be a legally valid registered entity with ICAI with a registered office under Shop & Establishment Act in PMC / PCMC city limits.</p> <p style="text-align: center;">OR</p> <p>The Bidder shall necessarily be a legally valid entity either in the form of a Public Limited Company or a Private Limited Company or LLP registered under the Indian Companies Act, 1956 or Country of Origin. The bidder shall have office(s) in Pune / PCMC city limits.</p>	<ul style="list-style-type: none"> • Self - Attested copy of registration with ICAI and Shop & Establishment Act for the specific office in the PMC/ PCMC city limits • Self - Attested copy of Certificate of Incorporation issued by Registrar of firms / companies
2	Registration:	The Bidder should be registered with the Department of Income Tax, Department of GST.	<p>Self-Attested copies of:</p> <ul style="list-style-type: none"> • PAN • GST registration Certificate
3	Certification	C A Certificate and practising	<p>Self -Attested Copies:</p> <ul style="list-style-type: none"> • CA certificate • Certificate of Practice
4	Financial Status	<ul style="list-style-type: none"> • The Bidder shall have an minimum annual turnover of Rs. 4,00,000/- (Rupees Four Lakhs Only) 	<p>Attested copies of :</p> <ul style="list-style-type: none"> • Turnover certificate from third party Chartered Accountant for Financial Years 2020-2021, 2021-22 & 2022-23.
5	Non Conviction Certificate	The bidder should not have been convicted and no case should be pending against the bidder in any court of law.	<p>➤ Self Declaration by the bidder in the Proforma provided for in the tender document stating that the bidder has not been convicted by any authority.</p>

6	Experience	<p>The bidder should have a minimum experience of FIVE years for providing Direct and Indirect Taxes (Tax Consultant) services to government / semi government / autonomous bodies / reputed private bodies on similar terms and conditions as stated in this NIT. The experience shall be calculated up to the date of publishing of the NIT.</p>	<ul style="list-style-type: none"> ➤ A list of clientele (along with contact address, contact number and contract tenure ➤ Experience letters from the clients as provided in the list of clientele as per the prescribed format. <p>*Bidders are requested to submit only experience letters and not copies of agreements/work order, etc.</p>
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Note: The bidders who do not fulfil the criteria as stated above are liable to be rejected during the Evaluation of Technical Bid.

B. FINANCIAL BID REQUIREMENTS (PART II)

FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

1. Bidder qualifying technically shall be qualified for next stage of financial opening of bids. The bidders who do not fulfil technical criteria shall stand rejected from further process of bid evaluation.
2. The bidder with the lowest value (service charges in percentage) shall be deemed as the L-1 Bidder for award of contract. Other bidder's ranking shall be arranged depending on the price bid percentage quoted in ascending order by each of the bidder in price bid form.
3. In case of tie the lowest quote under total service fees charged by two or more technically qualified bidders, the firm with more experience in government organisation and past three years aggregate turnover shall decide the successful bidder.

THE FINANCIAL BIDS

1. The Financial Bids should be in the format provided in the Annexure. The rates quoted in the Financial Bid should be both in words and figures. IT – TDS and GST – TDS as applicable shall be recovered by CSIR-NCL from time to time from the bills of the contractors. The bidder shall consider the cost towards the wage and all compliances before quoting the bid.
2. The tenderer should take care that the figures, rate and amount should be written in such a way that the interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
3. “Price or Financial Bids” of only those firms will be opened which are short-listed on the basis of evaluation of the technical bids (unpriced bid).
4. Rates quoted must be exclusive of GST & any other taxes, if applicable.

ANNEXURES

CHECKLIST FOR TECHNICAL BID DOCUMENTS

Sl.No.	Documents to be attached	Yes	No	If Yes Page No.
1.	Tendering Agency's Profile			
2.	Self- Attested copy of certificate of Incorporation issued by Registrar of firms/ companies			
3.	Self - Attested copy of registration with ICAI and Shop & Establishment Act for the specific office in the PMC/ PCMC city limits			
4.	Self-attested copy of the PAN card			
5.	Self - attested copy of GST Registration certificate			
6.	Self -Attested copy of turnover certificate from third party Chartered Accountant for three Financial Years as per NIT 2020-2021, 2021-22 & 2022-23.			
7.	List of clients of the bidder and self - attested copies of experience letter / certificate from the clients in prescribed format (along with contact address, contact number) (agreements of previous contracts should not be enclosed as per NIT)			
8.	Letter of Acceptance			
9.	Signed copy of the deed of indemnity			
10.	Signed copy of no relation certificate			
11.	No conviction certificate as per the technical bid requirements			

DATE:

TENDERER'S SIGNATURE WITH SEAL

TENDERING AGENCY'S PROFILE

Affix duly Attested P.P
Size recent photograph
of The authorized
representative of the
prospective bidder

1.	Tender No. and date:	
2.	Name, address of firm/Agency and Telephone numbers.	
3.	Registration No. of the Firm/Agency	
4.	Name, Designation, Address & Tel. No. of Authorised person of firm / Agency to deal with.	
5.	Please specify as to whether tenderer is sole proprietor/Partnership firm/ company or any other establishment	
6.	Name, Address and Telephone No. of Head/ partners etc. be specified.	
7.	PAN No.	
8.	GST Registration No.	
9.	Details of EMD deposited: a) Amount: b) DD No. c) Date of issue: d) Name of issuing Bank	
10.	Authorisation / Power of Attorney	
11.	Any other document, if attached	

Declaration by the bidder- This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

DATE:

TENDERER'S SIGNATURE WITH SEAL

LETTER OF ACCEPTANCE

NIT No.: NCL/EH/OS/TC/2023

Date: DD/MM/YYYY

To,

The Director, CSIR-NCL,
CSIR-National Chemical Laboratory,
Dr. Homi Bhabha Road, Pune-411008

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda, the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of “Hiring the Services of Chartered Accountant Firm for Direct and Indirect Taxes” at CSIR-National Chemical Laboratory” in conformity with the terms and conditions mentioned in the tender document.
2. We, the undersigned, declare that we have fully understood the instructions and conditions of the contract and that we fully accept them.
3. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document. We are fully aware of the scope of work and our offer is to provide services strictly in accordance with the requirements of CSIR-NCL.
4. If our Bid is accepted, we will obtain the performance guarantees of a Nationalized / Scheduled Bank for a sum of 3 % of award of contract value in the form of DD/FDR, Bank Guarantee, in favour of “Director, CSIR-NCL” Pune
5. We agree to abide by this Bid for a period of 90 **days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We have enclosed herewith the Bid Securing Declaration Form.

TENDERER’S SIGNATURE

DATE:

OFFICIAL STAMP:

DEED OF INDEMNITY

THIS DEED OF INDEMNITY MADE on the ____ day of ____, Two Thousand and ____ **BETWEEN** _____ (hereinafter called as "***the Indemnifier***" which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **ONE PART**

AND

CSIR(Council for Scientific and Industrial Research) a Society registered under the Societies Registration Act 1860 and having its Head Office at Anusandhan Bhavan, Rafi Marg, New Delhi-110001 hereinafter called as "***the Indemnified***", which expression shall, unless excluded by or repugnant to the context be deemed to include its successors, assigns and all the persons for the time being in the management of the society) of the **OTHER PART**.

WHEREAS the Indemnifier, in response to CSIR/NCL Tender Notification No. _____ for the work for "**Hiring the Services of Chartered Accountant Firm for Direct and Indirect Taxes**" at CSIR-National Chemical Laboratory" has represented that he is executing/has executed similar category of work/s to other agency/agencies and therefore is eligible for award of Contract. The Indemnifier has further represented that he will meet all the statutory as well as other obligations as per the terms and conditions of the Tender Documents, if the Contract is awarded to him.

WHEREAS in terms of CSIR-NCL letter No. _____ the Indemnifier has entered into an agreement for Providing Facility Management Services at CSIR-National Chemical Laboratory as per the NIT no. **NCL/EH/OS/TC/2023** dated **13/11/2023**.

AND WHEREAS in consideration of the said promises, the indemnifier do hereby agrees and undertakes to implement all the provisions of the agreement and keep CSIR-NCL indemnified against all claims, whatsoever, in respect of employees deployed by the indemnifier. Further, the indemnifier keeps CSIR-NCL harmless and indemnified against any loss or claim, by whomsoever and whatsoever, arising out of or in connection with the agreement executed for this purpose.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereunto on this ____ day of ____, Two Thousand and ____.

Signed by the said Indemnifier.

(_____)
(Signature with Seal)

In the presence of:

(1) _____

(2) _____

Signed for and on behalf of
Indemnified (CSIR-NCL) by

Controller of Administration
NCL, Pune-8

PROFORMA FOR CERTIFICATE OF EXPERIENCE

Sub: Experience Certificate for Providing Tax Consulting Services

It is certified that M/s(Name of firm / agency) whose Proprietor / Partner / Director arewith registered office at..... have provided **Hiring the Services of Chartered Accountant Firm for Direct and Indirect Taxes** to(name of the office) from (date).....to (date).....

The contract details are as under:

Contract awarding authority:.....

Contract No. :

Validity : From..... **To**.....

Contract Value:

Signature of issuing authority-

Name-

Designation-

DATE-

**PARTICIPATION OF NEAR RELATIVES OF
EMPLOYEES IN THE TENDER IN UNITS**

I _____ S/o _____ R/o _____
_____ hereby certify that **none** of my relative(s)
as defined below is/ are employed in CSIR-NCL as per details given in tender document.

In case at any stage, if it is found that the information given by me is false / incorrect, CSIR-NCL shall have the absolute right to take any action deemed fit without any prior intimation to me.

DATE:

TENDERER'S SIGNATURE

OFFICIAL STAMP:

Definition:

A person shall be deemed to be a relative of another if,

(a) they are members of a Hindu undivided family;

or

(b) they are husband and wife,

or

(c) the one is related to the other in the following manner; father, mother (including step mother), son (including step son), son's son's son, son's son's wife, son's daughter, son's daughter's son's wife, daughter's daughter, daughter's daughter's husband, brother (including step brother), brother's wife, Sister (including step sister), sister's husband.

In case of dispute of any kind and in any respect whatsoever, the decision of the Director, CSIR-NCL shall be final and binding

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the bidder with seal

CERTIFICATION

OF NON-CONVICTION OF ANY OFFENSE

This is to certify that I _____,
(complete name of applicant) _____ a
resident of _____ have never been (complete
address) _____

_____ found guilty/convicted of any administrative offense and/or crime. I am
executing this Certification in support of Tender regarding **Hiring the Services of Chartered
Accountant Firm for Direct and Indirect Taxes**

Signature of the Bidder