

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2025 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Micro Small And Medium Enterprises
Department Name/विभाग का नाम	Ministry Of Micro Small And Medium Enterprises
Organisation Name/संगठन का नाम	National Small Industries Corporation Limited (nsic)
Office Name/कार्यालय का नाम	Nsic Bhawan Okhla Industrial Estate New Delhi
क्रेता ईमेल/Buyer Email	rajeshk@nsic.co.in
Item Category/मद केटगरी	Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts; Finance& Accounts; No; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Extendability of contract requirement:As per RFP document

Scope Of work:[1746796511.pdf](#)

Profile of Consultants:[1746796519.pdf](#)

Pre-qualifications Criteria:[1746796540.pdf](#)

Payment Terms:[1746796546.pdf](#)

Price Break Up Format:[1746796573.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Technical Eligibility	90	68	View file	Yes
Presentation	10	7	View file	Yes

Total Minimum Passing Technical Marks: 75

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts; Finance& Accounts; No; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts
Consultant's Profile	Finance& Accounts
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Rajesh Kumar	110020, NSIC, NSIC Bhawan, Okhla Industrial Estate, Phase - III, Near Modi Floor Mill	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific SLA

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

The National Small Industries Corporation Limited
(A Government of India Enterprise) **NSIC**
Bhawan, Okhla Industrial Estate New
Delhi-110020
Ph: 011-26926275, 26926730
Fax: +91-11-26910910
CIN No.U74140DL1955GOI00248
www.nsic.co.in

Ref. No. SIC/HO/FIN/01

Dated: 09.05.2025

Request for Proposal (RFP) for Selection of Chartered Accountant Firm
for Consultancy / Advisory services for Corporate Law, Ind-AS, SEBI
Regulations & Operations

NSIC invites quotation from firms of Chartered Accountants having relevant experience for providing consultancy/ advisory services for Corporate Law, Ind-AS, SEBI Regulations & Operations etc.

Firms of Chartered Accountants interested in responding to this invitation must submit their quotes through GeM Portal as per the terms & conditions mentioned in RFP. The detailed Scope of Work (Annexure-I) and Price bid format (Annexure-II) is attached below.

DISCLAIMER

This Request for Proposal (RFP) is not an offer by The National Small Industries Corporation Ltd (NSIC), but an invitation to receive Proposal from eligible interested bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NSIC with the bidder. This document should be read in its entirety.

The National Small Industries Corporation Limited (NSIC) is a Government of India Mini Ratna Enterprise, under the administrative control of Ministry of MSMEs, intends to invite bids for “Appointment of Chartered Accountant firm having relevant experience for providing consultancy / advisory for Company Law, Ind-AS Regulations, SEBI Operations etc” at their Corporate Office situated at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020. Summary of RFP is as below, however, Bidders must carefully read and understand the complete tender document:

RFP Number & Title	Ref. No. SIC/HO/FIN/01 Selection of Chartered Accountant Firm for Consultancy / Advisory services for Corporate Law, Ind-AS, SEBI Regulations & Operations
Eligibility Criteria for Bidder	As defined under RFP
Last Date of Submission of Bid	As Per GeM
Date & Time of Opening of Technical Bid	As Per GeM
Date & Time of Opening of Opening Financial Bid	Schedule for opening of Financial Bids shall be communicated later to technically qualifying Bidders.
Bid Validity Period	90 days from the date of proposal
Type of Tender	Two Bid System
Address for submission of Proposal	Proposal (Technical & Financial) shall be submitted by Bidders on the GeM portal against the published RFP. Bidders may register on GeM for participation, if not already registered.
Place of Opening of Bids	NSIC Corporate Office, New Delhi
EMD/PBG	Nil
Exemption to MSEs from the payment of EMD	Not Applicable
Address for communication	The National Small Industries Corporation Limited. (A Govt. of India Enterprise) Contract & Procurement Cell NSIC Bhawan, Okhla Industrial Estate-III, New Delhi-110020

Bidders are requested to follow above schedule on GeM Portal in order to participate in the tender. Bids submitted in physical form will not be accepted. NSIC may, at its discretion, extend this deadline for the submission / opening of bids by amending the RFP. RFP as amended and uploaded on GeM Portal shall only be applicable. Proposals not fulfilling the prescribed conditions or found incomplete in any respect are liable to be rejected.

Selection of Chartered Accountant Firm for Consultancy/ Advisory services for Corporate Law, Ind-AS, SEBI Regulations & Operations etc.

Contents

Sl. No.	Section	Description	Page No.
1.	Section I	Introduction about NSIC	4
2.	Section II	Scope of Work	5
3.	Section III	Eligibility Criteria/ Qualifying Requirements	6
4.	Section IV	Bids Evaluation	7
5.	Section V	Payment Schedule	7
6.	Section VI	Other General Terms and Conditions	7-11
7.	Section VII	Information about Bidder, Annexure-A	12

Section I

INTRODUCTION:

The National Small Industries Corporation Limited. (NSIC), is an ISO 9001-2008 certified Government of India Enterprise under Ministry of Micro, Small and Medium Enterprises (MSME). NSIC is engaged in promoting, aiding and fostering the growth of Micro, Small & Medium Enterprises (MSMEs) in the country and with this aim NSIC is providing various types of financial assistance and other related services to the small scale sector.

In exercise of the powers conferred on the Reserve Bank of India by Section 45 IA of the Reserve Bank of India Act, 1934, **The National Small Industries Corporation Limited (NSIC)** has been granted **Certificate of Registration** to commence / carry on the business of **non-banking financial institution (NBFC)** without accepting public deposits.

NSIC operates through countrywide network of offices and Technical Centres in the country. The Corporation has 55 accounting units in the country. For accounting purpose, each of the field office and the Corporate Office is treated as a separate accounting unit.

Financial statements are prepared for each accounting unit and are consolidated at the Corporate Office for compilation of the Annual Financial Statement of the Company as a whole.

NSIC is using developed / customized IT applications for Accounting, MIS and other business processes.

Major Activities of the Corporation:

- I. Raw Material Assistance
- II. Raw Material Distribution
- III. Single point Registration for Government Purchase
- IV. Credit Facilitation to MSMEs through tie-up arrangement with Banks
- V. Training Activities and Training-cum- Incubation Centre (NSIC-TIC)
- VI. Common Facilities services through Technical Centre (Testing Facilities)
- VII. Renting of Immovable Property
- VIII. National SC/ST Hub
- IX. Digital Services Facilitation through Aggregation Services
- X. International Co-operation (IC) Scheme

Section II

SCOPE OF WORK

S. No.	Services
1.	Ind AS, Audit & Assurance <ul style="list-style-type: none">• Advisory for Ind AS reporting and statutory disclosures• Quality Review of Financial Statements and Audit Reports• Internal Audits and Control Reviews
2.	Corporate Laws Advisory <ul style="list-style-type: none">• Advice on various matters under the Companies Act, 2013, PMLA, 2002, Commercial Laws and other allied laws• Advice on compliance under the Foreign Exchange Management Act, 1999 (FEMA) in connection with inbound investment and outbound investment• Compliance Health Check.
3.	SEBI Laws & Guidelines <ul style="list-style-type: none">• Advice on various matters under the SEBI Laws• Assistance in compliance with SEBI regulations
4.	Governance Risk and Compliance Services <ul style="list-style-type: none">• Corporate Laws Due Diligence Reviews.• Related Party Transactions ~ reviews and advisory.• Risk Assessment and Corporate Governance• Sustainability (ESG) reporting• AML Internal Policies, procedures, and controls• Internal Control and Audit of KYCs of the client and other PMLA Compliances (such as CIP, CAP and RMP)• Contracts vetting for FEMA, PMLA and Competition Act implications.
5.	NBFC Advisory <ul style="list-style-type: none">• Review and vetting of policies as per RBI guidelines.• Advisory on Prudential Norms and other compliance for NBFC• Internal Control Mechanisms• SBR, SARFAESI and IBC advisory• Risk Based Internal Audit (RBIA) Policy ~ assistance to Board.• Compliance health check.
6.	Others <ul style="list-style-type: none">• Corporate trainings for all legal and regulatory updates.• Handholding assistance for compliance and governance functions.• Any other advisory work requirement by management from time to time.

The Scope of work given above is indicative in nature, if there are any change in guidelines/ prescription issued by RBI/ Ministry/Statutory Authority during the tenor of the contract, the same shall be included in the scope of work.

Section III

Technical Eligibility Criteria:

The Technical eligibility criteria for engagement of the consultant is given below.

Technical Eligibility (A)	Criteria	Max Marks	Cut off Marks
Chartered Accountant firm (Proprietorship / Partnership/ LLP) registered with ICAI and practicing continuously in India for at least 12 years as on date of RFP	12 years of registration - 10 marks >12 to 15 years of registration - 20 marks >15 years of registration - 30 marks (Copy of registration certificate with ICAI)	30	68
Firm should have in-house expertise/ qualified professionals for handling the assignment and job should not be outsourced to another organization	>2-5 expertise / qualified professionals – 10 marks > 5 expertise / qualified professionals – 15 marks (Self-declaration on letter head with details of professional's name, age, qualification)	15	
Partner / Proprietor of the firm should be member of any Statutory Forum for Policy Advocacy	-Member of ICAI -Member of ICSI -Member of IIIPI -Any forum w.r.t. AML Act (Supporting documents to be provided)	20	
Firm must have executed/ executing 3 or more work orders of consultancy/ advisory in work area of NBFC/ SEBI/ Corporate Law/ Companies Act/ Ind-AS Accounting in any Government Organization or PSU (during last 5 financial years i.e. 2020-21 to 2024-25)	Extracts of Work order/ appointment letter/ completion certificate – 5 marks for each (Maximum of 5 work orders)	25	
Sub Total (A)		90	68
Presentation (B)	Presentation regarding detailed experience and understanding of work .	10	7
	Total (A+B)	100	75

Section IV

Bid Evaluation

The Bids submitted by the Bidders which do not meet the technical eligibility criteria as per Section III, will be treated as non-responsive and will be rejected.

Technical Proposals received from the Bidder will be opened on GeM. A detailed check & analysis will be subsequently carried out by NSIC Bidders securing the minimum qualifying cut off 75 marks shall be considered qualified and their price bid shall be opened.

After evaluation of technical Bids, schedule for opening of Financial Bids shall be communicated later to technically qualifying Bidders. The assignment shall be awarded to the bidder whose Financial Bid, after considering all-inclusive costs, is determined to be the lowest (L-1). NSIC will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents as per evaluation criteria as per GeM portal and has been determined as the lowest evaluated bid, provided further that the bidder has the capability and resources to carry out the Contract effectively. Notification of Award of Contract will be made on GeM portal to the successful Bidder by NSIC. The notification of award shall constitute the formation of Contract.

Section V

Payment Schedule:-

Payment will be done on monthly basis by 7th of next month after receipt of Bill on work, certification given by the user subject to deduction of applicable statutory dues. The lump sum total awarded cost for 1 year will be paid in 12 equal monthly payments.

Section VI

Other General Terms and Conditions

1. Assigning to Others

Sub-contracting in part or full of the assignment awarded to the consultant is not permitted.

2. The engagement will purely be on contractual basis. Attendance in office shall be as per work exigencies provided deliverables are met within the agreed timeline. Office attendance, when required will follow the NSIC's standard office hrs. The consultant is required to provide regular updates on assigned tasks.

3. Confidentiality

The firm shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the NSIC's business or operations without the prior written consent of the NSIC. The raw data/ processed data/ findings should not be disclosed by the agency to any third party.

4. Dispute Resolution

Any dispute arising out of the assignment which cannot be amicably settled between the parties, shall be referred for arbitration to an arbitrator nominated by the Chairman cum Managing Director of NSIC. Provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Delhi shall have jurisdiction in the matter.

5. Ownership of Material

Any studies, reports or other material, graphic, or otherwise, prepared by the consultant for NSIC under the Agreement shall belong to and remain the property of the NSIC.

6. Force Majeure

The firm shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the contract by an event of Force Majeure. The firm claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice disclosing the manner in and the period during which performance of its obligation is likely to be affected.

For the purpose of the Agreement Force Majeure means Acts of God, wars or similar action affecting India, Civil Commotions or general strike (excluding by its own employees) lying beyond the reasonable control of the affected consultant.

7. Duration of the Contract

The engagement of firm will initially be for a period of one (1) year, subject to the proviso that the contract shall be reviewed at the end of the year and further continuation shall be subject to satisfactory review by the Corporation. The Contract may be extended for further one year subject to satisfactory performance and as mutually agreed. However, the Corporation reserves the right to terminate the assignment at any time during the currency of the assignment without giving any notice or reasons thereof.

8. No Legal Relationship

No binding legal relationship will exist between the consultant and NSIC until letter of award duly accepted by the consultant and execution of a contractual agreement.

9. The firm will not be entitled to any benefit like Provident / Benevolent Fund or any other kind of compensation available to the regular employees of NSIC.

10. Undertaking

The firm undertakes that

- a) There has not been any disciplinary action initiated or contemplated/suspension of business against firm or its partners by RBI or other regulatory /statutory authority during the last three years.
- b) The firm or its partners have not been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.
- c) No appeal/unresolved dispute/suit/case/application has been pending at any court in India regarding the existence of the business.
- d) The firm or its partners have not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.
- e) That the scope of work is indicative only and not exhaustive in any manner.

(Self-declaration regarding the above undertakings is to be provided by bidder along with the other documents on the letter head.)

11. Miscellaneous

- a) Any cutting/over writing etc. in the proposal document must be signed by the person who is signing the proposal. The rates and name of units shall not be overwritten. The financial figures in Proposal (i.e Technical and financial) shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.
- b) It will be imperative on the firm to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work / rendering of services and its cost.
- c) The firm shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional ethics. The firm shall always act, in respect of any matter relating to this contract, as faithful advisors to NSIC and shall, at all times, support and safeguard NSIC's legitimate interests in any dealings with third parties.
- d) The firm will have to arrange on his own travelling, boarding/lodging and any other incidental expenses for the assignment. The consultant shall comply with all laws in force in India.
- e) NSIC reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by NSIC shall not be subject to question by any Bidder and NSIC shall bear no liability whatsoever consequent upon such a decision nor shall have any obligation to inform the affected Bidder or Bidders of the grounds for NSIC's action.

12. Code of Integrity for Public Procurement:

NSIC, as well as bidders, suppliers, contractors, and consultants, should observe the highest standard of ethics and should:

a) **not indulge** in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or the execution of resultant contracts:

i) **“Corrupt practice”**: making offers, solicitation or acceptance of a bribe, rewards or gifts or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declarations or providing false information for participation in a procurement process or to secure a contract or in the execution of the contract;

iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the NSIC, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“Coercive practice”**: any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) **“Conflict of interest” (COI)**: any personal, financial, or business relationship between the bidder and any personnel of the NSIC who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the NSIC directly or indirectly.

vi) **“Undue Advantage”**: improper use of information obtained by the bidder from the NSIC with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

vii) **“Obstructive practice”**: materially impede the NSIC’s investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing evidence material; or by making false statements or by threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the NSIC’s rights of audit or access to information;

b) **proactively disclose**, whether asked or not, in a tender document:

i) NSIC, as well as bidders, suppliers, contractors, and consultants, should suo-moto proactively declare any Conflict of Interest as per sub-para-(a) (v) above – pre-existing or as soon as these arise at any stage in any procurement process or execution of a contract.

ii) Bidders must declare any previous transgressions with respect to the provisions of subclause a) above with any entity in any country during the last three years or of being debarred by any other NSIC.

iii) The bidder/contractor must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

13. Punitive Provisions:

Without prejudice to and in addition to the rights of the NSIC to other penal provisions as per the tender documents or contract, if the NSIC concludes that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the NSIC may take appropriate measures including one or more of the following:

a) if his bids are under consideration in any procurement

- i) Forfeiture and/ or encashment of bid security
- ii) calling off any pre-contract negotiations and;
- iii) rejection and exclusion of the bidder from the procurement process

b) if a contract has already been awarded

- i) Cancellation of the relevant contract and recovery of compensation for loss incurred by the NSIC;
- ii) Forfeiture and/ or encashment of any other security or bond relating to the procurement;
- iii) Recovery of payments, including advance payments, if any, made by the NSIC along with interest thereon at the prevailing rate;

c) Provisions in addition to the above:

- i) Removal from the list of registered suppliers and/ or debarment of the bidder from participation in future procurements of the NSIC for a period not less than six months;
- ii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Section VII

On the letter head of the Chartered Accountant Firm

Information about Bidder

(Annexure-A)

1.	Firm Name	
2.	Address	
3.	Telephone No	
4.	E-mail address	
5.	Website (if any)	
7.	Firm Registration No. (ICAI)	
8.	GST Registration Number	
9.	Permanent Account Number (PAN)	
10.	Particulars of bank account	
	• Name of the bank	
	• Address of the bank branch	
	• Type of account	
	• Account number	
	• Bank's IFSC code	

(GST and PAN is compulsory. Attach self-attested copy of GST and PAN certificate)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism. I also undertake to intimate the changes, if any, in bank account details in future and FACT will not be held responsible for non-payment / delay due to above change in bank details and also due to technical reasons beyond its control.

(_____)

Signature of the Proprietor/ Partner of firm

Membership No.:

Firm Regn. No.:

Place:

Date:

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
 - Radio Sets:**
 - HF/VHF/FM Manpack Radio
 - Vehicle Radio Set
 - Tactical Communication Systems:**
 - Software Defined Radio (SDR) Systems
 - VHF/UHF Tactical Communication Systems
 - Handheld Satellite Phones (e.g., Iridium)
 - Combat Net Radio (CNR) Systems
 - Satellite Communication Systems:**
 - Very Small Aperture Terminal (VSAT) Systems
 - Satellite Phones
 - Mobile Satellite Communication Systems
 - Command and Control Systems:**
 - Battlefield Management Systems (BMS)
 - Tactical Data Links
 - Encryption Devices (e.g., VINBAX)
 - Surveillance and Reconnaissance Communication:
 - Unmanned Aerial Vehicle (UAV) Communication Systems
 - Ground Control Stations (GCS) for UAVs
 - Remote Video Terminals (RVTs)
 - Electronic Warfare (EW) Communication:**
 - EW Communication Jamming Systems
 - Communication Intelligence (COMINT) Systems
 - Network Infrastructure:**
 - Field Deployable Communication Nodes
 - Tactical Communication Switches
 - Mobile Communication Shelters
 - Navigation and Positioning Systems:**
 - GPS Receivers
 - Navigation Systems for Vehicles and Personnel
 - Specialized Communication Equipment:**
 - Underwater Communication Systems
 - Special Forces Communication Gear
 - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots