

CSIR-NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE
[Council of Scientific & Industrial Research]
NEHRU MARG, NAGPUR – 440 020

File No.Bill/CA/1/2022

Date : 10.03.2022

**E-TENDER NOTICE INVITING TENDER FOR HIRING THE SERVICES OF CHARTERED ACCOUNTANT FIRM FOR
DIRECT AND INDIRECT TAXES AT CSIR-NEERI, NAGPUR**

The Director, CSIR-National Environmental Engineering Research Institute, Nagpur (a constituent laboratory of Council of Scientific & Industrial Research, New Delhi, an autonomous organization under Ministry of Science & Technology, Government of India) with Zonal Centres at Mumbai, Chennai, Kolkata, Hyderabad and Delhi invites online tender through CPP portal i.e. www.etender.gov.in from reputed Chartered Accountant Firm having office/ branch office at Nagpur, for Direct and Indirect Taxes related activities for the Financial Year 2022-2023 and 2023-2024, which may be extended for the third year 2024-2025 on satisfactory completion of the work with mutual consent .

Name of Work	Period of Contract	Earnest Money Deposit
Contract for hiring Chartered Accountant Firm for Direct & Indirect Taxes (GST, TDS/TCS, Professional Tax, etc) related works at CSIR-NEERI, Nagpur	Two Financial years 2022-2023 and 2023-2024 with a provision of extension for another year on satisfactory completion of work and with mutual consent and on existing terms and conditions.	16,000/- [NEFT/RTGS]

Bidders are required to visit the website www.neeri.res.in and www.etenders.gov.in for details of tenders, download of tenders and for submission of tenders please visit CPP portal [www.etenders.gov.in] free of cost. For any queries related to Income Tax/Professional Tax, bidders may contact to Section Officer (Bill) at Phone No. 0712-2249980/2249885-88 [Extension No. 326/220] or at Phone No. 0712-224996 [Administrative Officer] and for any queries related to GST, bidders may contact Head, BDPMD at Phone No.0712-2249758 or 0712-2249980/2249885-88 [Extension No. 310/451]

TENDER CRITICAL DATE SHEET

1.	Publish Date on CPP portal	-	15.03.2022
2.	Bid Documents download start date	-	15.03.2022
3.	Bid Submission start date	-	15.03.2022
4.	Bid Submission end date	-	11.04.2022
5.	Technical Bid opening date	-	12.04.2022
6.	Financial Bid opening date	-	to be intimated later.

Director, CSIR-NEERI, Nagpur reserves the right to cancel the tender at any stage without assigning any reason. Further, Director, CSIR-NEERI, Nagpur reserves the right to appoint consultant for tax matters on parallel contract separately for Income Tax, GST and professional tax, etc.

(Administrative Officer)

DETAILS OF BIDS

“TWO BID SYSTEM” shall be followed for this tender. Bidder should take due care to submit tender through online (on CPP portal:<http://etender.gov.in/eprocure/app>).

Bid evaluation criteria shall be the basis for evaluation of tenders. Financial Bid of those Bidders who qualify technically will only be opened. The Bidders who do not qualify technically, their financial bids will not be opened. Bids not confirming to tender conditions are liable to be rejected. Supporting documents required, if any, in conformity of facts mentioned in the bid may be sought subsequently at the discretion of the Competent Authority.

SCOPE OF WORK

[A] GST

1. Compliance related to GST Law :

- To ensure accurate calculations and timely payment of GST liability on a monthly basis as per the provisions of GST Act, as amended from time to time.
- Preparation & filing of monthly GST returns and ensure accurate & regular filing of Return.
- Arrange, finalize and submit the above GST Return correctly to the GST Authorities in stipulated Time, to avoid any levy of penalty.
- Opine and guide on any GST issue, which may arise and also arrange compliance of the same. Ensure compliances of all notices/letters from GST authorities received.

2. Obtaining Registration under GST Rules, 2017 for newly created Divisions/Circle Offices, if any, to which GST 2017 is applicable, if presently not existing.

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

- Collecting the relevant data from CSIR-NEERI, analyzing and consolidating it.
- Preparation and (stipulated) timely filing (on or before due date) of GSTR-1, GSTR-3b and GSTR-7 (as at present), including monthly remittance of GST liability after incorporating all the factors/components like RCM, Input Tax Credit & necessary validation of input/consolidated data given by CSIR-NEERI for the difference business places, based on data available.
- Timely filing of any other Return(s) (in addition/in place of 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.
- Assisting CSIR-NEERI in the classification of the transactions under the correct HSN/SAC code for goods/services.
- Assessing potential impact of GST Laws on different business operations of the CSIR-NEERI i.e. advising on the applicability of GST on various transactions undertaken or proposed to be undertaken.
- Applying provisions related to place of supply in CSIR-NEERI's 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.
- Compliance of the various Procedures, Rules & Regulations as notified by the Appropriate Authorities, while/during the course of filing various Returns.
- Periodical identification & reconciliation of GST Returns with the Books of Accounts of CSIR-NEERI including that of availing eligible Input Tax Credit of the transactions auto-populated through GST Portal (GSTR-2a) in to the respective CSIR-NEERI GSTIN & further contact/correspondence with the Vendors for necessary corrections, as may be required.
- Determining the inputs, input 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)
 - Collection of relevant documents to be submitted for the claim of refund.
 - Preparation and filing of online application along with filing of relevant documents against which refund is to be claimed.
 - Following up with the GST department for the finalization of refund claim.
- Conducting Anti-profiteering study.
 - Analyzing the books of accounts and relevant notifications issued under GST laws to check the applicability of the provisions of anti-profiteering on the CSIR-NEERI.
 - Assisting on any ongoing related enquiry or investigation initiated.
- Preparing and filing of E-Ways Bills for movement of goods, if any.
- Assistance in generating and maintenance of e-invoice wherever required.
- Determining the applicability of reverse charge mechanism, if any.
- Providing advice/clarifications on the queries that may be raised by CSIR-NEERI 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.
- Providing updates & compliance on GST laws through Amendments, Notifications, Circulars, etc., relevant to CSIR-NEERI and professional advice on the action to be taken by CSIR-NEERI units in compilation to the said Rules & Regulations in force.
- Attend to any notice issued by Appropriate Authorities (GST) and appear on behalf of CSIR-NEERI for resolution of issues raised to the satisfaction of the Appropriate Authorities.
- Providing any other related support (not covered above) to CSIR-NEERI in connection with the GST compliance.
- To appear before the GST Authorities for tax assessment proceedings, preparation of draft replies for appeal and filing/e-filing of the same to the concerned authorities.
- Handling all assessment proceedings initiated by appropriate authorities including drafting / filing of replies and submission, representation before Tax Authorities for assessment proceedings, drafting / filing of submissions 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.
- Advising CSIR-NEERI, Nagpur 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-NEERI to various Tax Authorities.

[B] INCOME TAX/TDS/TCS, etc

- (i) Tax computation
- (ii) Assistance in monthly TDS payments.
- (iii) To ensure compliance of timely e-filing of quarterly TDS/TCS returns along with revision if required.
- (iv) Filing of quarterly/annually TDS/TCS returns including computation along with all required statutory reports.
- (v) Follow up for Tax Assessment till finalization and refund of TDS claims.
- (vi) To appear before the Income Tax Authorities for tax assessment proceedings, preparation of draft replies for appeal and filing/e-filing of the same to the concerned authorities.
- (vii) Advice on Income Tax related issues from time to time.

- (viii) Furnishing of Form-16 to employees well in time.
- (ix) Timely filing of correction/rectification/revision in monthly/quarterly returns in case of any incorrect entry on invalid/wrong PAN or any other kind of error in any return of income tax.

[C] Under the Indian Tax Laws, CSIR-NEERI, Nagpur is also required to deduct the tax at source on various payments on account of transactions made by NEERI 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 submission, representation before Tax Authorities for assessment proceedings, drafting / filing of submissions 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.
- (ii) Advising CSIR-NEERI, Nagpur 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, filing of written submission / paper book and representation in all existing / new appeal proceedings before CIT, representing CSIR-NEERI to various Tax Authorities.
- (iii) Pursuing, assisting and coordinating with Income Tax Authorities for timely getting the refund due to CSIR-NEERI, Nagpur.
- (iv) Rendering expert opinions as and when required by CSIR-NEERI, Nagpur for all the taxation issues including international taxation matters, etc., updating CSIR-NEERI on all the changes in relevant taxation laws and suggesting measures for effective adaptation of changes by CSIR-NEERI wherever required.
- (v) 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.
- (vi) 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.
- (vii) 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 advise in the matter as and when required.

[D] Professional Tax :

Filing of Return, reply to the notices, rectification, advising on matters relating to Professional Tax and any other associated works.

TERMS AND CONDITIONS

- (i) The Firm should have 05 years (five years) experience ending last day of month previous to one in which bids are invited (including atleast 3 years of handling GST matters) of providing tax consultant services to Education/Research Institute of eminence/PSU/State/Central Government organizations/state/central financial/educational Institution (attach proof).
- (ii) Annual Financial Turnover of Firm providing such services should not be less than Rs.25. 00 lakh per annum during the last three years ending 31st March of the previous Financial Year. (attach proof).
- (iii) The Firm should have its active office or branch Office in Nagpur (attach proof).
- (iv) Separate person for GST and TDS/TCS/PT should exclusively be deployed at CSIR-NEERI, Nagpur for thrice in a week. The persons to be deployed at CSIR-NEERI, Nagpur for GST purpose and TDS/TCS/PT purpose should be well qualified and well versed with taxation laws.
- (v) Initially the contract will be for two years 2022-2023 and 2023-2024 extendable to the third year depending upon the satisfactory performance of the Firm.
- (vi) Payment will be released quarterly, on pro-rata basis after duly certified by service receiver. TDS as per rule will be deducted from the payment.
- (vii) An undertaking will be submitted by the Firm that the Firm is not debarred by any CSIR lab or any Govt./Autonomous Bodies/Semi-Govt. etc.
- (viii) The contract will be awarded to lowest bidder fulfilling other criteria in tender and technically qualified.
- (ix) The Director, CSIR-NEERI may terminate the contract of the selected firm on account of unsatisfactory service by giving one month notice.
- (x) The selected firm shall have to enter into an agreement within 10 days after award of work.

BID SUBMISSION

Technical and Financial Bid should be submitted in separate proforma (Annexure-I & BOQ separately on CPP portal).

INSTRUCTIONS TO BIDDERS

- (i) The tender shall be accepted only through online e-tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website mentioned above.
- (ii) The bidders shall be responsible for all costs associated with the preparation of this proposal, if any, regardless of the conduct or outcome of the bidding process.
- (iii) If the last date of submission and opening of the bid happens to be a holiday, the bid shall be opened on the next working day. The proposal submitted by the bidder should be valid for acceptance for a period of 90 days from the opening date of bid. In exceptional circumstances prior to expiry of original bid validity period, CSIR-NEERI may require the bidder to extend the period of validity for a specified additional period.
- (iv) CSIR-NEERI, Nagpur may seek clarifications on the bid submitted by the bidders.
- (v) The scope of work shall be as defined in the bidding documents.

- (vi) At any time, prior to the deadline for submission of bids, CSIR-NEERI, Nagpur may for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding document by issuing addendum.
- (vii) A bidder shall submit only one bid for entire scope of work. Assigning part of work/tie up arrangement is not allowed.
- (viii) The bidder shall quote prices only in BOQ inclusive of all taxes. In the e-price bid, the bidder shall quote in figures only, as asked for. The fees quoted by the bidder shall remain firm and fixed.
- (ix) Bidders are required to confirm the acceptance to the entire scope of work after clear understanding of CSIR-NEERI's requirements.
- (x) Bidders are required to provide their address in detail including telephone No., fax No and contact person's names mobile numbers and email ID in the technical bid document.
- (xi) No changes in the price quoted shall be permitted after the work order has been issued except on account of statutory variations. No variation or modification in the terms of the contract shall be made except by written amendment signed by both the parties.
- (xii) Contact Details for services -

[1] For Income Tax / Professional Tax : DDO (Bill Section),
Telephone No.0712-2249885-88/2249980 [Ext. No.326/220] or 0712 -2249996
(Administrative Officer)

[2] For GST : DDO [BDPMD], Telephone No. 0712-2249758 or 0712-2249885-88/2249980
[Ext. No. 310/451]

Earnest Money Deposit

Bidders shall deposit EMD for Rs.16,000/- through RTGS/NEFT in favour of **“The Director, CSIR-NEERI, Nagpur (Saving Account No.30266513766, IFSC Code – SBIN0004224 of State Bank of India, NEERI Branch, Nehru Marg, Nagpur (Maharashtra) – 440 020.** Tender without EMD shall summarily be rejected. EMD of unsuccessful bidders shall be refunded after award to successful bidder.

PERFORMANCE SECURITY

The successful bidders shall furnish performance security for Rs. 24,000/- in form of Insurance Surety Bonds, Bank Guarantee from nationalized/scheduled commercial bank recognized by CSIR-NEERI, Nagpur in attached format within 7 days after award of work.

FORMAT OF BID

The bidders are required to submit the technical proposal and financial proposal only through online bidding separately.

TECHNICAL PROPOSAL

The technical proposal shall necessarily contain the following :

1. A brief description of the bidder organization.

2. Profit and loss statement, audited annual statement of accounts and Income Tax Return in proof of having a minimum annual turnover of Rs.25.00 Lakhs per annum for the past three financial years.
3. The tax consultant firm should have been approved by ICAI for dealing with accounts and tax matters (Indirect Tax and Direct Tax) and should have at least two qualified Chartered Accountants.
4. Past work experience in brief along with the current assignments handled especially mentioning the major clients (not less than five) handled at the level of ITAT/AAR, CIT(Appeals) and GST Authorities. Bidders are required to confirm the fulfilment of evaluation criteria in the following areas :
 - a) Bidder should have work experience certificates, contract orders and completion certificates of their existence in the tax consultancy services for at least 5 years.
 - b) Bidder shall demonstrate similar experience of rendering consultancy services in the area of Direct and Indirect tax to Education/Research Institute of eminence/PSU/State/Central Government organizations/state/central financial/educational Institution during the last five financial years.
5. List of Major clients served by the bidder organization in the past along with the present assignments enlisting the nature of work, copies of work/contract order, details of references, work experience certificate, work completion certificates etc., should be enclosed along with the technical bid document. CSIR-NEERI, Nagpur may contact the clients' of the bidder to ascertain performance of the bidder.
6. The team members must be promptly available for the assignment as and when required in addition to thrice a week. The bidder must demonstrate in their bid to the satisfaction of CSIR-NEERI, Nagpur that the proposed team members possess the relevant and suitable capability and experience for the assignment.
7. Bidders should possess the valid GST registration and Income Tax Registration.
8. Bidders should possess other valid licences required under the Law.

Note : All the documents/documentary proofs in proof of eligibility criteria fixed, as asked above, should be scanned and enclosed with the e-technical bid.

PERFORMANCE OF SECURITY FORM

[Refer para 5.1.2 (ix)(i) &6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
Director
CSIR-NEERI
Nagpur

WHEREAS ----- (Name and address of the Bidder) (hereinafter called “the Bidder) has undertaken, in pursuance of contract No. ____ dated ____ to provide service as Tax Consultant (hereinafter called “the contract’)

AND WHEREAS it has been stipulated by you in the said contract that the Bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract :

AND WHEREAS we have agreed to give the supplier such a bank guarantee ;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ----- day of ---- ----

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name and address of the Issuing Branch of the Bank

Note : Whenever, the bidder chooses to submit the Performance Security in the form of Insurance Bonds / Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Service receiver with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Financial Bid Evaluation Criteria

Financial Bid Evaluation

The bidders are required to furnish the financial proposal in a separate proforma duly filled up in BOQ format (on **CPPP** portal).

The bidders are required to quote in lump sum charges for two financial years i.e. 2022-2023 & 2023-2024 (in figure only) inclusive of all taxes.

The contract will be awarded on L-1 basis subject to fulfilling the tender criteria and technical qualifications. The financial bids will be opened of those tenderers who technically qualify.

OTHER TERMS AND CONDITIONS OF ENGAGEMENT

1. Duration of Contract : The appointment of the Tax Consultant/firm will be for a period of two years i.e. Financial Year 2022-2023 and 2023-2024 with a provision of extension for another year 2024-2025 on satisfactory performance of the Firm on existing terms and conditions on same rate. The performance of the Firm will be reviewed annually on the same terms and conditions, unless terminated by CSIR-NEERI, Nagpur by giving one month notice without prejudice to the rights and obligations of the parties upto date of notice of termination by CSIR-NEERI, Nagpur. They would require to commence the job within 10 (ten) days from the date of issuance of work order/order of engagement.
2. Execution of Assignment : For execution of complete scope of work, the tax consultant will establish a team of qualified professionals as per the requirement of CSIR-NEERI, Nagpur. The Tax Consultant Firm is solely and exclusively responsible for all the acts of its team members. The deputed professionals shall visit CSIR-NEERI, Nagpur on regular intervals, as mentioned in the tender document and the contract agreement being executed for completion of all the assigned work, getting clarifications/documents. The tax consultant firm will also be responsible for rendering of advisory services as and when required by CSIR-NEERI, Nagpur, strictly adhering to all terms and conditions of the subject tender and contract agreement being executed.
3. Terms of payment : Payment will be made quarterly on pro-rata basis after certified by service receiver.
4. Confidentiality : Tax Consultant shall during the tenure of the contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by CSIR-NEERI, Nagpur divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax Consultant or its personnel or agents.
5. **Code of Integrity for Public Procurement (CIPP) :**
 - (I). The bidders must abide by the following Code of Integrity for Public Procurement (CIPP). Similarly, the bidders should sign a declaration about abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents. In case of any transgression of this code, its name is not only liable to be removed from the list of registered Bidders, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India and so on. (Rule 175 (i) of GFR 2017).
 - (II) The bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.
 - (a) "Corrupt Practice" : making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

- (b) “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 declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

- (c) “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 Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- (d) “Coercive Practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (e) “Conflict of interest” : participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement of if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain ; and
- (f) “Obstructive practice” : materially impede the investigation by the Procuring Entity into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigation or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation or by impeding the rights of the Procuring Entity to audit or access to information.

6. **“Obligations for Proactive Disclosures” :**

- i. 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 – pr-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.
- ii. 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.
- iii. 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.

7. **"Punitive Provisions" :**

I. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following :

(a) **If his bids are under consideration in any procurement.**

- (i) Forfeiture 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 Procuring Entity.
- (ii) Forfeiture or encashment of any other security or bond relating to the procurement.
- (iii) Recovery of payments including advance payments, if any made by the Procuring Entity along with interest thereon at the prevailing rate.

(c) **Provisions in addition to above.**

- (i) Removal from the list of registered Bidder and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year.
- (ii) In case of anti-competitive practices, information for further processing may be filed under a signature of the Director of the CSIR-NEERI, with the Competition Commission of India.
- (iii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- (iv) Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally and also not to commit any offence.
- (v) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts ; etc.
- (vi) Undertaking (as part of Fail Clause) by the bidders that they have not and will not provide same service at price slower than the bid price.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary; Bidders to disclose any past transgressions committed over the specified period with any other Company in India or Abroad that may impinge on the anti-corruption principle.

8. **DISPUTE 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 under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

9. **Termination For default :**

The CSIR-NEERI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part.

- (a) If the Bidder fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-NEERI pursuant to contract on Extension of Time ;
or
- (b) If the Bidder fails to perform many other obligation(s) under the contract.
- (c) If the Bidder, in the judgement of the CSIR-NEERI has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in CONTRACT TERMS Clause on code of integrity in competing for or in executing the contract.

In the event the CSIR-NEERI terminates the contract in whole or in part, he may take recourse to any one or more of the following actions :

- (i) The CSIR-NEERI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable for all available actions against it in terms of the contract.
- (ii) However, the Bidder shall continue to perform the contract to the extent not terminated.

10. **Termination of Insolvency**

Either party can exit from the contract after giving notice of one month before the termination. The service that is complete and ready shall be accepted by the CSIR-NEERI at the contract terms and charge. For the remaining service, the CSIR-NEERI may elect.

- (a) To have any portion completed and delivered at the contract terms and prices ; and/or
- (b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed service and any job previously procured by the Bidder.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

11. **Discretion :**

The Director, CSIR-NEERI reserves the right to accept/reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders. Director, CSIR-NEERI reserves the right to reduce / enhance the period of assignment without assigning any reasons.

UNDERTAKING

I _____, hereby declare that I am a qualified bidder as per the terms and conditions of this NIT and I will abide by them include Code of Integrity stipulated in the NIT and accept the punitive measures on its violation.

Signature & Stamp of the Consultant

UNDERTAKING

(To be given on Company's Letter head)

I _____ age ____ years ____ is resident of _____ do hereby solemnly stated on oath that, I am the sole Proprietor / Owner / Power of Attorney Holder of the Firm / Company named _____.

- i) That my firm/company presently not black listed/debar by any Central Govt./State Govt./Autonomous bodies /PSU's etc.
- ii) That the firm / company is not under any liquidation, Bankrupt, Court receivership or similar proceedings.
- iii) That I have submitted online Tender for the “ Engaging Professional Services of Chartered Accountant with two Article Assistants [one for implementation of GST and handling related activities and one for TDS/TCS/PT] in CSIR-NEERI for a period of two years w.e.f. ____” on e-tendering official site i.e. <https://etenders.gov.in>.
- iv) That I have carefully gone through, read, thoroughly studied and understood all terms & conditions, specification included in the tender document (Tender Form, Detail Tender Notice, conditions and specifications common set of Deviations drawings etc.). I hereby accept all these conditions, I agree to abide by the terms & conditions in the tender document and agree to execute the work/job as per terms and conditions, specifications laid down in the tender document.
- v) I do hereby state on oath that the documents uploaded by me in Cover-I of this tender are true, correct and bonafide. There are no errors and omissions in the uploaded documents. In case in future, if it is found that, any of the uploaded document / information is false / wrong, I will be personally responsible for the same and I will be liable for legal action against me.

(Name, address and signature of Tenderer)

TECHNICAL BID**ELIGIBILITY CRITERIA / COMPLIANCE**

NIT No.Bill/CA/1/2022

Date

Sl. No.	Specifications	Compliance. Please write Yes/No	Remarks
1.	Scanned copy of brief description of the bidders organisation is to be attached/uploaded		
2.	Profit and loss statement, audited annual statement of accounts and Income Tax Return in proof of having a minimum annual turnover of Rs.25.00 Lakhs (per annum) for the past three financial years (f/year ending 31 st March 2021 should be enclosed with the technical bid document. (upload scanned copy)		
3.	The tax consultant firm should have been approved by the ICAI for dealing with accounts and tax matters (Indirect Tax and Direct Tax) (copy enclose)		
4.	<p>Past work experience in brief along with the current assignments handled especially mentioning the major clients handled at the level of ITAT/AAR, CIT (Appeals) and GST Authorities. Bidders are required to confirm the fulfilment of the evaluation criteria in the following areas :</p> <p>Bidder should submit documents related to similar work experience of rendering consultancy services in the area of Direct and Indirect tax to Educational Institutes of eminence/PSU/State/Central Government Organisation /State/Central Financial/education Institution during the last three financial years.</p> <p>(upload relevant scanned copies)</p>		
5.	Brief detail of qualified professionals employed by the bidder organization along with complete detail of team members including their name, experience, profile, specialization etc. keeping in view the requirement mentioned in bid evaluation criteria are required to be furnished by the Bidder.		
6.	The team members must be promptly available for the assignment as and when required. The bidder must demonstrate in their bid to the satisfaction of CSIR-NEERI, Nagpur that the proposed team members possess the relevant and suitable capability and experience for the assignment.		

7.	Undertaking submitted.		
8.	Valid Registration under GST & Income Tax		
9.	Any other licence required under the Law		
10.	Evidence of EMD submission (attach proof)		
11.	Local Nagpur Office/Branch Details		

Signature and stamp of consultant