

CSIR – INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU.

ONLINE TENDERING PROCESS

**NOTICE INVITING TENDER FOR ENGAGEMENT OF TAX CONSULTANT FOR
INDIAN TAXATION MATTERS AT IIIM Jammu**

NIT No. : IIIM/GEN./TAX/2023

Dated: 27.02.2023

CSIR-INDIAN INSTITUTE OF INTEGRATIVE MEDICINE, JAMMU, 180001

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E-TENDER- REQUEST FOR QUOTATION ENGAGEMENT OF TAX CONSULTANT FOR INDIAN TAXATION MATTERS OF CSIR-IIIM JAMMU.

The Director, CSIR-IIIM Jammu invites tender (quotes) through electronic form (e- tender) for engagement of ICAI approved Chartered Accountant firm to be engaged in Tax Consultancy service for Indian Taxation matters (Direct and Indirect Tax), as per the details, terms and conditions of this tender document.

The subject tender is proposed to be taken up through electronic mode (e-tendering) and the bidders are requested to note the following instructions for submission of e-bids. The potential bidders are required to visit the Institute website i.e. www.iiim.res.in and e-tenders.gov.in to download and go through the tender document.

Sr. No.	Description of the job	Estimated Cost (Rs.)	Duration
1.	Engagement of Tax Consultant for Indian Tax matters at CSIR-IIIM, Jammu	2 Lakh(Approx.)	One year, extendable by 1 more year subject to satisfactory performance of work.

The tender shall be submitted online through CPP portal in two envelope system, as per date given in Tender Schedule.

TENDER SCHEDULE

S.No.	Schedule of activities	Date and time
1	Publish Date on CPP Portal	01.03.2023 10.00AM
2	Bid document download start date	01.03.2023 10.00AM
3	Bid submission start date	01.03.2023 10.00AM
4	Bid submission end date	14.03.2023 3.00PM
5	Technical Bid opening date (Cover – 1)	15.03.2023 3.30PM
6	Financial Bid opening date (Cover – II)	To be intimated later

CSIR-IIIM, Jammu reserves the right to modify the conditions of the tender (fully/partially)/ accept/ reject any tender without assigning any reasons, whatsoever and at any moment of time. No correspondence shall be entertained in this regard. For further details, please visit our institute website.

Director, CSIR-IIIM, Jammu reserves the right to appoint Tax Consultant on parallel contract separately for Indirect Tax and Direct Tax.

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For and on behalf of Director CSIR-IIIM, Jammu

DETAILS OF BIDS- -

This Request for Quotation (RFQ) document for engagement of Tax Consultant for Indian Tax matters consist of the following:

- i. Chapter 1: Introduction and Scope ofwork
- ii. Chapter 2: Instructions to Bidders
- iii. Chapter 3: Format of Bid
- iv. Chapter 4: Bid Evaluation Criteria
- v. Chapter 5: Major terms and conditions
- vi. Chapter 6: Undertaking

“TWO BIDS SYSTEM” shall be followed for this tender. Bidder should take due care to submit tender through online (e-bidding method) in accordance with requirement following the aforesaid link

Bid Evaluation Criteria, shall be the basis for evaluation of tenders. CSIR-IIIM, Jammu will not entertain any modification subsequent to the last date of submission of bids and bids not conforming to tender conditions shall be liable to be rejected. Historical Document required, if any, in conformity of facts mentioned in the bid may be sought subsequently at the discussion of competent authority.

Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

The engagement of tax consultant firm will be for a period of one year which may be extended for one more year based on the satisfactory performance.

Chapter 1: Introduction and Scope of Work

Background

CSIR-Indian Institute of Integrative Medicine, Jammu, is a constituent laboratory imparting quality research under the aegis of Council of Scientific & Industrial Research, a society registered under Societies Registration Act (NoXXI of 1860), under the Ministry of Science & Technology, Govt. of India.

Scope of Work

Quotation in sealed covers (e bid only) is invited for the below mentioned Tax related activities in CSIR-IIIM. At present there are 250 numbers of regular staff (employees, Consultants, Project Assistants, Research Associates, Contractors etc) on the rolls of the Institute. Besides, TDS is also deducted from contractors/suppliers payment bill which are around 25-30 per month. GST invoice generated by institute are around 25-30 per month.

CSIR-IIIM, Jammu intends to engage a firm of tax consultant having vast experience in handling various direct and indirect taxation issues arising from time to time regarding Indian taxation. Experts in the GST matters, all direct and indirect taxations followed in India and being implemented by the Govt. of India are invited to participate in this bidding process. The work will be monitored quarterly by CSIR-IIIM and the Party has to do the needful for smooth conduction of work. The Consultant shall provide consultancy services as per the scope of work indicated below:

(A)SCOPE OF WORK :

A. Related to Income Tax

- To ensure compliance of timely E-filing of quarterly and annual TDS returns pertaining to income tax deducted from salaries and TDS deducted from contractors (24Q and 26Q), as per provisions of Income Tax Act, 1961.
- Data for filing aforesaid **return** will be provided by office through soft copy/hard copy as required.
- Generation of Form 16/16A of all the employees, Consultants, Project Assistants, Research Associates, Contractors etc. (approx. 300 Nos.) and contractors or any other document mandatory required under aforesaid activities.
- Timely filing of correction/rectification/revision in monthly/quarterly returns in case of any incorrect entry or invalid/wrong PANs or any other kind of error in any return of I.Tax matter.
- Appearing before Income Tax Authorities on case to case and providing assistance to file reply of IT notices as and when required.
- Firm will suggest regarding maintenance of books/ledgers required for TDS matters.
- Advice on TDS/TCS rates on various categories of payments (including salary).

- Review of quarterly statements in respect of tax deducted/deposited from Salary, Honorarium of/from Consultants, Service Providers and Contractors etc. before filing return.
 1. Filing of application and submissions/replies to be filed with the income tax authorities in relation to the above;
 2. Providing representation and appearance before the income tax authorities in connection with the issue of lower/Nil withholding tax certificates;

3. Filing additional letter/application and representation before the income tax authorities in connection with updating the list of payer in the certificate obtained by CSIR-IIIM, Jammu, if required.

Compliance of all Taxation issues relating to or arising out of Foreign Payments

(B)Related to GST Matters.

- To ensure computation of monthly GST liability and preparing the challans. Computation of monthly GST credit and adjustments thereof.
- To ensure maintenance of the GST Credit register for input services used based on documents provided by CSIR-IIIM.
- Reconciling of the GST liability account on regular basis.
- Preparation and filing of online monthly/quarterly/half-yearly/ annual GST returns of institute or any other return as required by GST authorities from time to time.
- Handling the input tax credit and ensuring proper maintenance of Input Tax Credit (ITC) register.
- Visit of staff once a fortnight to guide on GST/IT related matters.
- Consultation/advice on record, maintenance of applicable GST rates.
- To maintain proper record of outward and inward supplies of Goods or services and generation of GSTR-1 and GSTR-2, 3B etc.
- To provide guidance leading to full compliance of all rules and regulations of GST Laws and its implementation from time to time.
- Assistance in updating GST related portals including e-invoice portal and their related issues as required from time to time.
- Providing assistance and guidance for any changes required in the ERP/AMS/e-office system for GST implementation at present/future.
- Assistance in identification of invoices (outward and inward) which are not eligible for ITC.
- Scrutinizing documents from time to time to ensure proper compliance.
- Providing updates on statutory changes in GST related matters to the Client.
- Causing appearance and making submissions in the course of assessments.
- Providing monthly information of GST liability and GST credit as applicable to CSIR-IIIM, Jammu.
- Preparation and submission of replies against the notice issued by the tax authority from time to time.
- Attending the queries, raised by any statutory authority including CAG audit.
- To ensure computation of monthly GST liability for purchases of goods and services made from Bidders/vendors/service providers including project collaborating and implementing partners.
- To ensure computation of monthly GST liability for reverse tax mechanism.
- To ensure computation and timely filing thereof of GST TDS/TCS.
- Generation of GST-TDS certificate/GSTR-7A or any other document mandatory required under aforesaid activities.
- Timely filing of correction/rectification/revision in monthly/quarterly etc.returns in case of any incorrect entry or any other kind of error in any return of GST matter.

C. Need Based On- Call Advisory Services

The service of the Tax Consultant 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 the course of operations. For this need based call, no extra charges will be paid.

On site visit

- i. One representative must be a qualified Chartered Accountant(C.A.), of the Tax Consultant firm, having experience in dealing Tax matters, will be required to visit CSIR-IIIM, Jammu at least once in a fortnight to verify the deduction of tax and preparation of challan (GST) and for filling of monthly/quarterly return and for filling correction statement. The Consultant will be required to visit CSIR-IIIM, Jammu on a short notice for discussing on urgent matters with the Director/IIIM Jammu Administration/ Finance & Accounts /Purchase Department or Any other Officer of CSIR- IIIM, Jammu, as the case may be.
- ii. One senior level Charter Accountant with atleast 5 years experience in relevant areas of the tax consultant firm should be available atleast one day in a month to discuss the important and pending issues. The consultant will be required to visit CSIR-IIIM, on a short notice for discussion on urgent matters with the Director/Head of Administration/Head of Fiannce and Accounts/Head of Purchase of IIIM, Jammu

Chapter 2: Instruction to Bidders

Preparation and Submission of offers.

- (a) 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.
- (b) 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.
- (c) In case of any dispute, whatsoever in connection with RFQ, the decision of CSIR-IIIM, Jammu shall be final and binding.
- (d) 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-IIIM, Jammu may require the bidder to extend the period of validity for a specified additional period, without any changes in the original offer.
- (e) This document/RFQ is not transferrable. The invitations and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee without prior written consent of CSIR-IIIM, Jammu.
- (f) CSIR-IIIM, Jammu may seek clarifications on the bid submitted by the bidders.
- (g) The scope of work shall be as defined in the bidding document.
- (h) At any time, prior to the deadline for submission of bids, CSIR-IIIM, Jammu 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.
- (i) A bidder shall submit only one bid for entire scope of work. Assigning part of work/tie up arrangement is not allowed.
- (j) The bidder shall quote prices only as per the format given in the Financial Proposal. In the e-price bid, the bidder shall quote both in words and figures, as asked for. The prices quoted by the bidder shall remain firm and fixed (Statutory Taxes as applicable shall be paid extra).
- (k) Bidders are required to confirm the acceptance to the entire scope of work after clear understanding of CSIR-IIIM, Jammu requirements.
- (l) Bidders are required to provide their address in detail including telephone no., contact person's names mobile numbers and email ID in the technical bid document.
- (m) **Earnest Money Deposit (EMD):** Earnest Money Deposit (EMD) of 5000/- (Rupees Five thousand only) will be required to be paid in the form of Demand Draft/Banker's cheque from Scheduled/Nationalized Banks in favour of "The Director, CSIR-IIIM" payable at "Jammu" and the scanned copy of the same should be uploaded during the submission of Tender duly signed digitally. EMD must be valid for minimum 90 days from the date of publication of the tender. Since the bid is to be submitted online, the Original EMD should be sent by post to reach the office of the COA before bid submission end time. Tenders submitted without EMD and incomplete tenders will be summarily rejected. CSIR-IIIM will not be responsible for any postal delay. MSME/NSIC Registered firms shall be granted exemption for EMD only. The MSME units claiming exemption of EMD should enclose valid MSME/NSIC Registration certificate, failing which bid will be rejected. The EMD of the unsuccessful bidders would be refunded after the finalization of empanelment of the Firm. It is further informed that if they withdraw or modify their bids during period of validity etc., their EMD will be forfeited.
- (n) **Performance Security:** The successful bidder is required to submit a performance security, equivalent to 3% of the Work Award Value in form of Bank Guarantee/ TDR/ FDR/ DD, within ten days from the date of signing of the contract. (as per Annexure-I).

Chapter 3: Format of Bid

The bidders are required to submit the technical proposal and financial proposal in separate envelope on CPP Portal.

A. Technical Proposal

The technical proposal shall necessarily contain the following:

1. A brief description of the bidder's organization.
2. Profit and loss statement, audited annual statement of accounts and Income Tax Return in proof of having average minimum annual turnover of Rs. 20 Lakhs per annum for the past three financial years (FY 2019-20,2020-21,2021-22).
3. The tax consultant firm should be registered with ICAI and should have at least one qualified Chartered Accountant (C.A.) having 5 year of experience, as partners/employee, as per the certificate from Competent Authority (Certificate to be enclosed).
4. Past work experience in brief along with the current assignments handled especially mentioning the major clients (not less than Three) handled at the level of ITAT/AAR and CIT (Appeals). Bidders are required to confirm the fulfillment of the evaluation criteria in the following areas:
 - a) Bidder shall demonstrate and 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 Educational/Research Institutes of eminence/CSIR Labs./PSU/state/central government organizations/state/central financial/educational Institution during the last five financial years.
5. 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-IIIM, Jammu may contact the clients' of the bidder to ascertain performance of the bidder.
6. Brief detail of qualified professionals deputed (employees /partners) by the bidder organization along with complete detail of team members proposed for CSIR-IIIM, Jammu assignment 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.
7. The firm who is awarded the contract should have a fully functional local Office at Jammu, capable of dealing with issues relating to Indian Taxation matters.
8. For the execution of CSIR-IIIM, Jammu assignment, the bidders are required to furnish a work plan for effective execution of the assignment after clear understanding of the requirement keeping in view the Evaluation Criteria. The details of team members proposed for CSIR-IIIM, Jammu assignment is to be provided as below:

Sl. No.	Name of team member	Level in the Bidder organization	Post qualification and other relevant experience

Resume of the proposed team members should also be attached separately clearly indicating their name, qualification (with year/date of passing), experience, contact details etc.

9. 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-IIIM, Jammu that the proposed team members possess the relevant and suitable capability and experience for the assignment.

10. Bidders have to provide the number of "qualified C.A./Cost Accountant/MBA/CS/LLB" employed on full-time basis in their firm.

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 SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
Director
CSIR-IIIM, Jammu.

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 (herein after 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, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of 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 Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Chapter 4: Financial Bid Evaluation Criteria

Financial Bid Evaluation

The bidders are required to quote rates in the attached Bill of Quantities(BoQ)

The bidders are required to quote in lump sum monthly charges (in figure & in words) exclusive of taxes. The rate of tax may clearly be quoted in figures and words separately in the given format.

Chapter 5: Major Terms and Conditions of Engagement

1. **Duration of Contract:** The appointment of the Tax Consultant/firm will be for one year which may be extended for one more year based on the satisfactory performance unless terminated by CSIR-IIIM, Jammu by giving two-month notice without prejudice to the rights and obligations of the parties up to date of notice of termination by CSIR-IIIM, Jammu. 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-IIIM, Jammu. The Tax consultant firm is solely and exclusively responsible for all the acts of its team members. The deputed professionals shall visit CSIR-IIIM, Jammu 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-IIIM, Jammu, strictly adhering to all terms and conditions of the subject tender and contract agreement being executed.

3. **Terms of Payment:** Payment will be made on monthly/quarterly basis within Thirty days from the date of production of bill subject to certificate of satisfactory services from the user departments.

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-IIIM, Jammu, 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. **Terms of Appointment:** The Institute reserves the right to appoint parallel Tax Consultant for Income Tax Matters, for Indirect Tax and Direct Tax.

6. **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 be asked to sign a declaration about a bidding 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:

01. "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;

02. "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 processor to secure a contract or in execution of the contract;

03. "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;

04. "Coercive practice": Harming or threatening to harm, persons or their property to influence the participation in the procurement process or affect the execution of a contract;

05. "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; or 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

06. "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;

07. “Obligations for Proactive Disclosures”:

- i. The bidders are obliged under Code of Integrity for Public Procurement to 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;
- 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/Instts**. 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.

08. “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
 - (Î) Forfeiture or encashment of bid security;
 - (Ï) Calling off of any pre-contract negotiations;and
 - (ÏÏ) Rejection and exclusion of the bidder from the procurement process.
- (b) If a contract has already been awarded
 - (Î) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity
 - (Ï) Forfeiture or encashment of any other security or bond relating to the procurement;
 - (ÏÏ) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest there on at the prevailing rate.
- (c) Provisions in addition to above:
 - (Î) Removal from the list of registered Bidders and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - (Ï) In case of anti-competitive practices, information for further processing may be filed under a signature of the **Director of the CSIR-IIIM**, with the Competition Commission of India;
 - (ÏÏ) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

- II. 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 under Prevention of Corruption Act, 1988 or Indian Penal Code 1860.
- III. 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.
- IV. Undertaking (as part of Fall Clause) by the bidders that they have not and will not provide same service at

prices lower than the bid price;

- V. 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;

09. ARBITRATION

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to Delhi International Arbitration Centre (DIAC) set up under Arbitration and Conciliation (Amendment) Act, 2015 whose decision thereon shall be final and binding on the parties thereto.

10. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction from where the Work Order has been issued.

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.

11. Termination for Default

The CSIR-IIIM 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-IIIM pursuant to contract on Extension of Time; or
- (b) If the Bidder fails to perform any other obligation(s) under the Contract.
- (e) If the Bidder, in the judgment of the CSIR-IIIM has engaged in corrupt or fraudulent or collusive or coercive practices etc. as define ding CONTRACT TERMS Clause on code of integrity in competing for or in executing the Contract.

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

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

12. Force Majeure

- (a) Notwithstanding the provisions of CONTRACT TERMS Clauses relating to extension of time and Termination for Default, the Bidder shall not be liable for termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the CSIR-IIIM in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (c) If a Force Majeure situation arises, the Bidder shall promptly notify the CSIR-IIIM in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR-IIIM in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (d) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

13. Termination for Insolvency

The CSIR-IIIM may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CSIR-IIIM.

14. Termination for Convenience

The CSIR-IIIM, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the CSIR-IIIM's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Either party can exit from the contract after giving notice three months before the termination.

The service that is complete and ready shall be accepted by the CSIR-IIIM at the Contract terms and charge. For the remaining service, the CSIR-IIIM 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.

15. Discretion:-

The Director, CSIR-IIIM, 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-IIIM reserves the right to reduce / enhance the period of assignment without assigning any reasons.

Undertaking

I _____ (Proprietor) _____, hereby declare that my firm is a qualified bidder as per the terms and conditions of this NIT and I'll abide by them including Code of Integrity stipulated in the NIT and accept the punitive measures on its violation.

I _____ (Proprietor) _____, further declare that my firm has not been blacklisted by any CSIR Labs/ Institutes/ Govt./ PSU/ Autonomous organization in the last three years.

TECHNICAL BID

ELIGIBILITY CRITERIA/ COMPLIANCE STATEMENT

NIT

Dated: _____

SI No.	Specifications	Compliance Please write Yes/No	Remarks
1	Scanned copy of brief description of the bidder's organization is to be attached / uploaded.		
2	Profit and loss statement, audited annual statement of accounts and Income Tax Return in proof of having average minimum annual turnover of Rs.20 lakhs (per annum) for the past three financial years (2019-20, 2020-21, 2021-22 should be enclosed with the technical bid document. (upload scanned copy)		
3	The tax consultant firm should be registered with ICAI and should have at least one qualified Chartered Accountant (C.A.) having 5 years of experience as partners/employee, as per the certificate from Competent Authority (Certificate to be enclosed).		
4	<p>Past work experience in brief along with the current assignments handled especially mentioning the major clients (not less than Three) handled at the level of ITAT/AAR and CIT (Appeals). Bidders are required to confirm the fulfillment of the evaluation criteria in the following areas:</p> <p>A) Bidder shall demonstrate and should have work experience certificates, contract orders and completion certificates of their existence in the tax consultancy services for at least 5 years or more.</p> <p>B) Bidder shall preferably demonstrate similar experience of rendering consultancy services in the area of Direct and Indirect tax to Educational Institutes of eminence/PSU/ state/central government organizations/state/central financial/educational Institution during the last three financial years. (upload relevant scanned copies).</p>		
5	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-IIIM, Jammu may contact the clients of the bidder to ascertain performance of the bidder. (upload scanned copy)		

6	Brief detail of qualified professionals employed by the bidder organization along with complete detail of team members proposed for CSIR-IIIM, Jammu assignment 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. (upload relevant scanned copies)																						
7	<p>For the execution of CSIR-IIIM, Jammu assignment, the bidders are required to furnish a work plan for effective execution of the assignment after clear understanding of the requirement keeping in view the Evaluation Criteria prescribed in the tender document. The details of team members proposed for CSIR-IIIM, Jammu assignment is to be provided as below:</p> <table border="1"> <thead> <tr> <th>Sr NO</th> <th>Name of the Team Members</th> <th>Level in the Bidder</th> <th>Post Qualificait on and</th> <th>Rem arks</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Resume of the proposed team members should also be attached separately clearly indicating their name, qualification (with year/date of passing), experience, contact detailsetc.(upload relevant scanned copies)</p>	Sr NO	Name of the Team Members	Level in the Bidder	Post Qualificait on and	Rem arks																	
Sr NO	Name of the Team Members	Level in the Bidder	Post Qualificait on and	Rem arks																			
8	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-IIIM, Jammu that the proposed team members possess the relevant and suitable capability and experience for the assignment.																						
9.	The firm who is awarded the contract should have a fully functional local Office at Jammu, capable of dealing with issues relating to Indian Taxation matters.																						
9	Bidders have to provide the number of “qualified tax professionals” employed on full-time basis in their firm.																						
10	Undertaking of Integrity and Non Blacklisting Declaration																						
11	Earnest Money Deposit of Rs.5000/-																						

ELECTRONIC FINANCIAL BID

NIT No. IIIM/GEN./TAX/2023

Dated.27/02/2022

Lump sum Charge _____ Per Month exclusive of all taxes

Exact Taxes Rate: _____ % extra

Validity of Offer/ quotation: _____

Payment Terms :- Within 30 days of completion of Job against satisfactory reports by Indenter on reverse side of the bill.

(-Sd-.)

For and on behalf of Director CSIR-IIIM, Jammu