

TENDER DOCUMENT

Engagement of tax consultant for
CSIR-NAL, Bengaluru

Tender Ref. No.:
No.CSIR-NAL/CA/2023/S.VI

I N D E X

NAME OF WORK: Engagement of tax consultant for CSIR-NAL, Bengaluru

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TENDER SCHEDULE

01.	Name of Work	Engagement of tax consultant for CSIR-NAL, Bengaluru	
02.	Tender Reference No.	No.CSIR-NAL/CA/2023/S.VI	
03.	Tender Fee (Non-refundable)	0 (zero)	
04.	Earnest money deposit (EMD)	Bid Securing Declaration form to be submitted	
05.	Tender Publishing Date	10.04.2023	1800 Hrs.
06.	Bid Document Download /Sale Start Date & Time	10.04.2023	1800 Hrs.
07.	Bid Document Sale End Date & Time	02.05.2023	1000 Hrs.
08.	Clarification through e-portal – Start Date & Time	10.04.2023	1800 Hrs.
09.	Clarification through e-portal – End Date & Time	25.04.2023	1000 Hrs.
10.	Bid Submission Start Date & Time	10.04.2023	1800 Hrs.
11.	Bid Submission End Date & Time	02.05.2023	1000 Hrs.
12.	Bid opening date and time	03.05.2023	1000 Hrs.

Note:-

- a. CSIR-NAL may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the e-tendering portal <https://etenders.gov.in>.
- b. Corrigendum if any, will be uploaded only on e-tendering portal. It is the responsibility of bidders to check at the website or their registered Email ID / Mobile No.
- c. Clarification after the due date stipulated above will not be entertained and no request for extension of date on any grounds will be granted / entertained.

The tender document does not imply that the CSIR-NAL is bound to select bid(s), and it reserves the right to accept or reject any or all bids, or cancel the tender process, or abandon the procurement of the services, or issue another tender for identical or similar services without assigning any reasons thereof. CSIR-NAL also reserves the right to call off tender Process at any stage without assigning any reason.

SECTION: I
NOTICE INVITING TENDER

No.CSIR-NAL/GMA-10/2023/S.VI

Tenders are invited from the reputed, experienced, well established and registered agencies/organisations through the NIC CPP e-tendering portal by the Director, CSIR-NAL towards **Engagement of tax consultant for CSIR-NAL, Bengaluru** for a period of **Two years**.

- 1.1 Details of requirement is at Scope of work section of this NIT.
 - 1.1.1 The tendering process is online at CPP e-portal URL address <https://etenders.gov.in>. Aspiring bidders may go through the tender document by "Guest User" login.
 - 1.1.2 Prospective bidders are advised to get themselves register at CPP Portal, obtain "Login ID" & "password" and go through the instructions available in the Home Page after login to the CPP-portal <https://etenders.gov.in>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application.
- 1.2 The following 2 type of bids shall be submitted by the bidders: -

Technical Bid

The bidder shall submit their application only at CPP Portal <https://etenders.gov.in>. Bidders are advised to follow the instructions provided in the tender document for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

The bidders should upload the following scanned documents **ONLINE** in support of their meeting each criterion mentioned below in “**Technical bid**”: -

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN CPP PORTAL
(i)	EMD	Scanned copy of Bid securing Declaration Form
(ii)	MSE/ Start Up (if applicable)	i) Scanned copy of UDYAM registration certificate for MSE ii) Scanned copy of Startup registration certificate for Startup
(iii)	Establishment Registration Certificate No/ Licence No. of the entity	Scanned copy of the Establishment Registration Certificate No/License No of the entity
(iv)	ICAI registration number	Scanned copy of the ICAI firm card/membership card
(v)	Attending partner must visit CSIR-NAL at least once in a week and other days as and when required by the officials. The team member handling the ongoing review activities shall be present for all days in a week and he should be a graduate and has relevant experience for a period of not less than 5 years	Scanned copy of credentials of the team member to be uploaded
(vi)	Should have GST Registration Certificate	Scanned copy of GST Registration Certificate
(vii)	Should have Permanent Account Number (PAN)	Scanned copy of PAN Card of the entity
(viii)	Should have an Office in Bengaluru	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, valid rent agreement of office etc.)
(ix)	Income Tax returns for last 3 years	Scanned copy of Income Tax returns for last 3 years (2019-20, 2020-21 & 2021-22)
(x)	Present clientele list and performance certificate	Scanned copy of Present clientele list and performance certificate
(xi)	<u>Experience Criteria</u> 20 years of experience of any one partner as on 31/03/2022. Out of which at least 5 years should be as Tax Consultant of any Centrally Funded Institution / Institute of National Importance / Central Autonomous bodies.	Scanned copy of Work Order/ Completion Certificate with value of the contract The Bidder must have successfully executed at least one order of ₹ 32 Lakhs / 2 orders each of ₹ 24 Lakhs / 3 orders each of ₹16 Lakhs for similar service(s) in last three years to any Centrally Funded Institution / Institute of National Importance / Central Autonomous bodies having gross receipt of Rs 300 Crore or more . Copies of contracts/work orders and documentary evidence of successful execution in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification.
(xii)	Financial capability: Turnover of more than Rs 12 Lakhs per annum.	a) Scanned copy of audited turnover certificate for three years up to 2022. As these documents are to be utilized for deciding the lowest bidder, non-submission of audited turnover certificate will lead to rejection of the

		bid. No further correspondence for obtaining the same will be done by CSIR-NAL and such bids shall be summarily rejected. b) Balance Sheets along with Profit & Loss Account Statement for the Financial Years 2019-20, 2020-21 & 2021-2022 to be uploaded
(xiii)	Undertaking-cum- Declaration	Scanned copy duly signed with company's seal, as per Annexure-A .
(xiv)	Scope of work	To be signed, scanned and uploaded

Note: - Kindly upload relevant documents scanned as a single document.

Non-uploading of the documents mentioned above may lead to rejection of bid.

No price details should be given or hinted at in the Technical bid.

In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

Financial Bid

The **Rate per month shall be quoted** in the format provided and no other format is acceptable. The Financial Bid has been given as a standard BOQ format with the tender document.

Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.

The bidder must fill the rate per month, GST/IGST and HSN columns.

Once the complete details have been filled, the bidder should save it and submit it online.

The rate quoted by the bidder shall remain unchanged during the currency of the contract.

The bidders who quote NIL charges/consideration, their bid shall be treated as unresponsive and will not be considered.

In case two or more bidders offer same **rate per month**, then the bidder having highest turnover by taking the average of three years will be considered as L1.

Tax rate will be governed as per Government orders.

Numbers must be written clearly in Figures and words wherever applicable.

1.3 BIDS OPENING PROCESS

The bid opening process is described below: -

1.3.1 Technical Bid:

Bid containing document as per Para 1.2 (uploaded by the bidders) shall be opened on date & time mentioned in Tender schedule.

If any clarification is needed from the bidder about the deficiency in the uploaded documents in Technical bid, it will be asked to provide it through CPP Portal or email if required. The bidder shall upload the requisite clarification /documents within date and time specified by CSIR-NAL, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be through CPP Portal.

1.3.2 Financial Bid:

Financial bid of only those bidders shall be opened, who are found meeting all the requirements of Technical bid. The date and time of opening of Financial bid will be updated on CPPP at a later date.

Administrative Officer

SECTION: II

INSTRUCTIONS TO BIDDERS

2 Tender document:

2.1 The tender document consists of 4 sections. The bidder shall go through all these sections:

Section-I : Notice Inviting Tender

Section-II : Instructions to bidders

Section-III: General Conditions of Contract

Section-IV : Scope of work

Bidders shall comply with each clause of all the above 4 sections.

2.1.1 Bidders willing to participate may download the digitally signed tender document on-line from CPP e-Procurement portal at <https://etenders.gov.in> and submit digitally counter-signed tender document on-line at the same portal.

2.1.2 The instructions in the tender document are binding on the bidder and submission of the tender shall imply **unconditional acceptance** of all the terms and conditions by the bidder.

2.1.3 The Quotations received without 'Bid Securing declaration form' will be summarily rejected.

2.1.4 The prospective bidder may acquaint themselves about the requirement before submitting their tender. They may call 080 2508 6047 prior to their visit.

2.1.5 Purchase Preference Policies of the Government:

CSIR-NAL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

i) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

MSEs interested in availing such benefits must enclose with their offer the UDYAM Registration Certificate with the UDYAM Registration Number as proof of their being MSE registered on the UDYAM Registration Portal. The certificate shall be of latest

but before the deadline for the bid submission. Failure to enclose/upload such document may lead to non-availing such benefit.

Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/2/2014-PPD dated 25.07.2016 and subsequent clarifications.

2.2 Amendment to Tender document:

At any time, prior to scheduled date of submission of bids, CSIR-NAL, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / Corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference to this tender and binding on the bidders. Addendum /corrigendum will be notified through CPP e- Procurement portal at <https://etenders.gov.in>.

2.3 Clarifications of Bid Documents:

Bidder, requiring any clarification of the tender documents may submit their queries, if any, only through provision of CPP Porta at <https://etenders.gov.in> and CSIR-NAL shall not respond to any queries sent through any other means.

2.3.1 Request for clarifications received from bidders shall be responded by CSIR-NAL till the schedule date and time indicated in the Tender Schedule or as extended thereto by CSIR-NAL.

2.3.2 Replies to Clarifications by CSIR-NAL will be uploaded through CPP e-Procurement Portal. The bidders are advised to visit the same at <https://etenders.gov.in> regularly.

2.3.3 Clarifications and other documents, if and when issued by CSIR-NAL, shall be in relation to the tender and hence shall be treated as their extension.

2.3.4 CSIR-NAL neither take guarantee about accuracy of any response, nor does undertake to answer all the queries that have been posted by the Bidders.

2.3.5 In order to provide reasonable time to bidders to take the amendments made by CSIR-NAL into account for preparing their bids, CSIR-NAL may, at its discretion, extend the deadline for the submission of bids suitably.

2.4 CSIR-NAL shall summarily reject a bid as non-responsive if found valid for a shorter period than specified in the Tender documents. Only in exceptional circumstances, CSIR-NAL may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

2.5 Post Tender Qualification for Technical Evaluation:

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

- 2.5.1** If any document submitted in Technical bid is found to be false or fabricated, the bidder shall be debarred from participating in CSIR-NAL tendering process as per CSIR-NAL regulations.
- 2.5.2** Director, CSIR-NAL reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

2.6 Composition of Bids and General Guidelines for bid process:

2.6.1 Bidders shall submit their bids as per scheduled date & time through CPPP at <https://etenders.gov.in> only.

2.6.2 Bidders shall submit the tender before the deadline as specified in the Tender Schedule of this tender document. E-tender CPP Portal shall not allow bidders to submit their tender after the scheduled date & time.

2.6.3 The Technical bid will be opened online by CSIR-NAL at the time and date as given in the Tender schedule. Time and date for opening Financial bid will be updated later. All the statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for evaluation.

E-Tendering General Guidelines:

- 2.7** The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission.
 - 2.7.1** To assist in the examination, evaluation and comparison of bids, CSIR-NAL may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification /confirmation of compliance and the response shall be through query provision available in CPP e-tendering portal.
 - 2.7.2** Bidders may submit their response to CSIR-NAL queries through provision of CPP Portal Only.
 - 2.7.3** No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.

2.8 **Preparation / Submission of Bids:** Bids shall be prepared and submitted in TWO parts: the first part shall comprise of the Technical Bid and the second part shall comprise of Financial bid specifying the price offer to be uploaded in CPPP.

2.9 **Language and Currency:**

The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

2.10 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. Any conditional financial bid will not be entertained.

2.11 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive Bid and are liable to be rejected. If the bidder gives wrong information in his/her tender, CSIR-NAL reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the security deposit.

2.12 CSIR-NAL reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. CSIR-NAL also reserves the right at its sole discretion not to award any order for which the tender is called. CSIR-NAL shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.

2.13 CSIR-NAL shall evaluate the Bids to determine whether they are complete, the documents have been properly signed and the bids are in order.

- 2.14 No correspondences / representations shall be entertained from the bidders after opening of Financial Bid of the Tender during the tendering process.
- 2.15 Date of submission and opening of tender can be extended at the sole discretion of the Competent Authority.

2.16 BID EVALUATION

- 2.16.1 The bidder who quotes **lowest Rate per month** will be awarded the contract.
- 2.16.2 The bidders who quotes NIL charges/consideration, their bid shall be treated as unresponsive and will not be considered.
- 2.16.3 In case two or more bidders offer same rate per month, then the bidder having highest turnover by taking the average of three years will be considered as L1.

2.17. Award of Contract:

The award of contract shall be intimated to the successful bidder by CSIR-NAL through Letter/ e-mail/CPPP.

SECTION: III

GENERAL CONDITIONS OF CONTRACT

3. The e-Tenders as per the prescribed form are invited in open tender two bid system:
 - (i) **Technical Bid**
 - (ii) **Financial Bid**
- 3.1 Not more than one Tender shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.
- 3.2 No single firm shall be permitted to submit two separate tender applications.
- 3.3 The right to accept the tender in full or in part / parts will rest with CSIR-NAL. The bidder is bound to perform the contract at his quoted rates. However, CSIR-NAL does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.
- 3.4 The Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done/service to be carried out and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
- 3.5 Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejected.
- 3.6 On acceptance of the Tender, the name of the representative(s) of the service provider who would be responsible for taking instructions from the Director, CSIR-NAL or his authorized representative, which shall be communicated to the CSIR-NAL.
- 3.7 Notification of Award of contract will be made through CPPP.
- 3.8 All rates shall be quoted in Financial Bid only.
- 3.9 Incomplete and conditional tenders are liable to be rejected.**
- 3.10 The bidder shall duly attest all corrections, cancellation and insertions.

3.11 The bidder has to declare that none of his/her/their near relatives is posted in CSIR-NAL as officer responsible for award and execution of this particular tender/work and that no employee of CSIR-NAL is a Director / Proprietor / Partner or holding any other post in his/her/their Firm/Company. The bidder has to further undertake to intimate the names of persons, if any who are working with him/her/them in any capacity or are subsequently employed by him/her/them and who are near relatives to any officer in CSIR-NAL(Annexure-A).

Note:- The term "near relative" means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

SECTION: IV

4. SCOPE OF SERVICE

Scope of Services:

Direct Tax Management:

- 1 Verify data required for filing quarterly TDS/TCS returns and monitor challan payment and TDS / TCS filing processes.
- 2 Advice on Withholding Taxes applicable on various International Transactions entered by CSIR-NAL. Advice on applicable withholding tax rates. Advice periodical deposit of withholding taxes, file periodical withholding tax returns and issuance of withholding tax certificates. Assist in filing of Various Income Tax forms as and when required.
- 3 Advice on downloading of TDS/TCS certificates.
- 4 Based on the examination of the records and online TDS statements, advise CSIR-NAL, the amount of Tax, Interest, Penalty amount payable, if any.
- 5 File online / offline rectification returns.
- 6 Attend to various notices issued by Income Tax Department. Interacting with Income Tax Department and provide clarifications, explanations on behalf of the laboratory. Prepare and reply to various notices from Income Tax Department.
- 7 Any other services connected with TDS / withholding tax from Income Tax Department.
- 8 Evaluate the present process and systems being followed by the organization and periodically recommend the changes required in the systems as per the requirements of the amendments made to the Income Tax Act.
- 9 Periodically intimate changes in tax provisions, tax guidelines, tax rates etc.
- 10 To report to the Director, NAL on monthly basis on the compliance of taxes and deviations any on monthly basis.
- 11 Any other services for certifications, reconciliations and so forth as required for efficient and effective management of Direct Taxes.

Indirect Tax Management

1. Evaluating the present process and systems being followed by the organization.
2. Evaluating and recommend periodically, mandatory tax compliances to be followed by the organization, timing and frequency of compliances required, procedures and systems to be followed for the said compliances.
3. Recommending additional systems, procedures to be followed by various units for capturing required details for compliances.
4. Assisting in periodical filing of tax returns.
5. To recommend periodically any changes in the acts and rules and suggest the required changes to the systems for compliances.
6. Periodically auditing of details of receipts and payment vouchers / documents made available so as to ensure that all the required information is properly captured and classified for timely tax compliances. Recommending the changes / additional details to be captured.
7. Advise and guide on GST Invoices, Tax rates, HSN codes, etc. E invoices, E-way bill generation etc.

8. Capture details of Input credit details data from the payment vouchers.
9. Advise and monitor transactions covered under RCM basis, blocked credit etc.
10. Based on the various data captured from vouchers, Computation of monthly GST liability, monthly filing of GSTR 1 and GSTR 3B.
11. Calculation of proportion of taxable and exempt receipts required for availing ITC of common credits.
12. Advise on GST TDS on various transactions. Capture data of GST TDS liability from vouchers, compute liability, monitor deposit of Challan payment and file GSTR 7 on monthly basis.
13. Preparation of GSTR 2A reconciliation with purchase data on periodical basis.
14. Tracking of various receipts and ensuring that GST is charged on all taxable receipts.
15. Filing of GSTR 9.
16. Prepare and reply to various notices from GST Department.
17. To guide additional registrations if any, required under new indirect tax acts and to assist in relevant registrations.
18. To cause appearance before tax authorities with respect to any pending cases, notices or classifications as may be required.
19. To provide classification with respect to tax matters either at the time of quoting or during procurement activities, if required.
20. Periodically intimate changes in tax provisions, tax guidelines, tax rates etc.
21. To report to the Director, NAL on monthly basis on the compliance of taxes and deviations if any on monthly basis.
22. Any other services for certifications, reconciliations and so forth as required for efficient and effective management of Indirect Taxes.

4.1 VALIDITY OF TENDER:

The Tender for the work shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of Technical Bid.

4.2 PERFORMANCE SECURITY:

- 4.2.1 The successful bidder should submit Performance Security in the form of an Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form in favour of Director, NAL, Bengaluru for an amount of ₹ **120000/- (Rupees one lakh and twenty thousand only)** which should be valid during the currency of the contract period with a grace period of 2 (two) months. The Performance Security shall be returned only on satisfactory completion of the contract.
- 4.2.2 After termination / expiry of the contract, the Performance Security held by CSIR-NAL will be released to the service provider within a period of two months subject to realization of dues, if any to be made from the service provider.
- 4.2.3 CSIR-NAL shall have unqualified option to forfeit the Performance Security if the service provider failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to CSIR-NAL. Any sum of outstanding dues against the Service provider including any amount on acceptance and liquidated damages shall be recovered from the Performance Security. CSIR-NAL shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by CSIR-NAL due to any act / commission or defaults by the Service provider.

4.3 PERIOD OF CONTRACT

The contract shall be valid for a period of 2 years from the date of commencement of the contract. There is a provision for extending the same for a period of one year on same rate and terms and conditions.

4.4 GOODS & SERVICES TAX (GST)

- 4.4.1 The service covered by this contract falls under the scope of GST and the service provider shall be fully responsible for meeting all the statutory obligations in respect of GST. The copy of GST Certificate should be submitted along with first invoice or monthly bill failing which the payment of GST may not be done. The GSTIN of CSIR-NAL and the Bidder must be mentioned on each invoice / bill.
- 4.4.2 The copy of GST Certificate should be submitted along with first invoice or monthly bill failing which the payment of GST may not be done. The GSTIN of CSIR-NAL and the Bidder must be mentioned on each invoice / bill.
- 4.4.3 Penalties, interest etc., if any, levied by statutory authorities on account of non compliance of provision of GST shall be borne by the service provider and no request shall be entertained in this matter.

4.5 TAXES & OTHER CHARGES

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Service provider and requisite TDS certificate shall be issued.

4.6 PAYMENT

- 4.6.1 No advance payment shall be paid to the service provider. However, the service provider shall submit the monthly bills in duplicate for necessary payment.
- 4.6.2 CSIR-NAL shall make payment within 30 days from the date of receipt of bills in order by electronic payment through NEFT/RTGS etc.
- 4.6.3 In the event of any dispute on this account, the decision of CSIR-NAL shall be final and binding on the Service provider.

4.7 OBLIGATIONS & LIABILITIES OF THE SERVICE PROVIDER

- 4.7.1 The service provider shall at his own cost maintain sufficient number of experienced manpower. The services to be provided under this agreement have to be performed with utmost care, diligently and without causing any damages to the properties of the Laboratory.
- 4.7.2 The Manpower engaged and deployed by the service provider are the employees of the service provider and as such they have no right to claim any compensation or regular appointment in CSIR-NAL whatsoever. The service provider while deploying their manpower has to obtain an undertaking from their personnel in the prescribed format on the above lines and submit the same to the Laboratory before their deployment along with the list of manpower deployed by the Service provider. The format shall be provided by CSIR-NAL to the successful Tenderer.

- 4.7.3 In case of any damage caused to the property / equipment of the Lab. by the deployed Manpower of the Service provider, the value of the damage, as assessed by the Officer deputed by the Director, CSIR-NAL for the purpose, shall be recovered from the Service provider claim bill after due notice.
- 4.7.4 The Service provider should ensure safety of Manpower deployed by them during the execution of the work at the Laboratory. If any of their Manpower happens to meet with any accident, injury or loss of life etc., the responsibility for payment of compensation under applicable Acts rests with the Service provider and this Laboratory will be free from all such encumbrances.
- 4.7.5 The service provider's Manpower should strictly follow the security rules of this Laboratory, when they are at work in the Laboratories' premises.
- 4.7.6 The personnel engaged and deployed by the Service provider for the purpose shall work as per the working hours of the Laboratories.
- 4.7.7 The Service provider shall ensure that their Manpower engaged and deployed at CSIR-NAL shall maintain decency and decorum while carrying out the assigned tasks in the concerned Division of the Laboratory.
- 4.7.8 All the Manpower engaged and deployed by the Service provider at CSIR-NAL shall be issued the necessary identity cards by the Service provider and their Manpower should wear the ID card and strictly comply with the security regulations while working in the laboratory premises.
- 4.7.9 The Manpower employed and deployed of the Service provider shall automatically stands withdrawn on expiry/termination/cancellation of the contract. The Service provider shall ensure that their Manpower engaged and deployed at the Divisions do not create any dispute/problems to the Laboratory on expiry/termination/ cancellation of the contract/Agreement.

4.10 ARBITRATION

- 4.10.1 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.
- 4.10.2 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.
- 4.10.3 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.

4.11 FORCE MAJEURE

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including

negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. It does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

4.12 TERMINATION OF CONTRACT

- 4.12.1 The contract can be terminated by either party by giving two months notice. However, if the services of the Service provider is not satisfactory, the Director, CSIR-NAL reserves the right to terminate the contract by giving a notice of one month. The service provider shall not cease to render the service facility until the CSIR-NAL makes alternate arrangements thereof and informed the service provider accordingly.
- 4.12.2 CSIR-NAL may also give return notice and without compensation to the service provider to terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- 4.12.3 Upon termination, under and with reference to this clause, the service provider shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the service provider in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the service provider.
- 4.12.4 The agreement shall be deemed to have been terminated on the expiry of the contract period unless CSIR-NAL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

4.13 SUBLETTING OF CONTRACT

Subletting in any form is not permissible.

4.14 ACCIDENT / DAMAGES / CLAIMS / LIABILITIES :

The Service provider shall be solely responsible for all accidents or personal injuries to the manpower employed by them. However, First Aid Facilities will be provided by the Laboratory.

4.15 CONTRACT AGREEMENT

4.15.1 All Terms & Conditions of the tender/NIT as mentioned in Section-I to IV and Award letter placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the CSIR-NAL.

4.15.2 The contract agreement shall be executed on a non-judicial Stamp Paper of value ₹200/- as per CSIR-NAL format within one month from the date of award of contract and cost of the same shall be borne by the Service provider.

Date: Signature of Bidder / Authorized Signatory (with Company Seal)

**(TO BE SUBMITTED IN Technical bid)
(To be submitted on Bidder's Letter Head)
UNDERTAKING-CUM-DECLARATION**

Name of work: Engagement of tax consultant for CSIR-NAL, Bengaluru

Tender No.: **CSIR-NAL/CA/2023/S.VI**

I / we hereby certify that I / we have read the entire terms and conditions of the tender document which shall form part of the contract agreement and I /we shall abide by all the conditions / clauses contained in its entirety for the above works.

1. I / We do hereby declare and state that none of my/our near relatives is posted in CSIR-NAL as officer responsible for award and execution of this particular tender/work and that no employee of CSIR-NAL is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in CSIR-NAL.
2. I/We do hereby declare that Shri/Smt/Dr.....
Designation..... is my close relative and working in
.....division of CSIR-NAL.
3. I / We do hereby declare and state that our Firm / Company has not been blacklisted / debarred by ICAI/CBI / CVC / CAG/CSIR-NAL or any Department of Govt. of India / State Govt/PSUs/Corporation and no disciplinary proceedings is pending as on date.
4. I / We do hereby declare and state that our Firm / Company is not under liquidation, court receivership or similar proceedings and is not bankrupt.
5. I / We do hereby declare that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
6. I / We do further declare and state that all the above information given by me/us is true to the best of my/our knowledge and in case if it is found to be false / incorrect, CSIR-NAL shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

Date: Signature of Bidder / Authorized Signatory(with Company Seal)

Note: Strike out whichever is not applicable

Tender Inviting Authority : The Director, CSIR - NAL, Bengaluru - 560017.
 Name of Work: as per Tender Specifications & Terms
 Contract No : 080 2508 6047/6046, Email: simachaldash@nal.res.in

TENDER NO.CSIR-NAL/CA/2023/S.VI

Name of the Bidder/ Bidding Firm / Company :	Quotation No. & Date :
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns (only cells coloured in Blue) , else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only). Currency has a drop down menu to select appropriate denomination.

Sl. No.	Item Description	Quantity	Units	Currency INR / Other	Rate per month	GST / IGST in Percentage Only	HSN (Harmonised System of Nomenclature) for Goods	TOTAL Taxes	Total amount without taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1.1	Engagement of Tax Consultant	1	Nos	INR				0	0	0	INR Zero Only
Total in Figures								0.00	0.00	0.00	INR Zero Only
Quoted Rate in Figures		Select	0.00								
Quoted Rate in Words		INR Zero Only									

THIS PAGE IS FOR REFERENCE ONLY AND NOT BE FILLED

BID-SECURING DECLARATION FORM

Date: _____

Bid No. _____

To

THE DIRECTOR
CSIR-NAL
PB No. 1779
HAL airport road
BENGALURU-560017

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b)	having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Note:

1. In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.
2. Bid Security declaration must be signed in by the Proprietor/CEO/MD or equivalent level of Officer of the company.

CHECK LIST

Engagement of tax consultant for CSIR-NAL, Bengaluru

Tender Ref. No.: CSIR-NAL/CA/2023/S.VI

Technical Bid

1	Scanned copy of Bid securing Declaration Form	Yes / No
2	Scanned copy of UDYAM registration certificate(for MSE) /Startup registration certificate (for startup)	Yes / No
3	Scanned copy of the Establishment Registration Certificate No/License No of the service provider/agency	Yes/No
4	Scanned copy of the ICAI firm card/membership card	Yes/No
5	Scanned copy of GST Registration Certificate	Yes / No
6	Scanned copy of credentials of the team member	Yes / No
7	Scanned copy of PAN Card	Yes / No
8	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, Rent agreement of office etc.)	Yes / No
9	Scanned copy of Income Tax returns for last 3 years	Yes / No
10	Scanned copy of Present clientele list and performance certificate	Yes / No
11	Scanned copy of Work Order/ Completion Certificate with value of the contract	Yes / No
12	Duly Audited Turnover Certificate Scanned copy of Balance Sheets along with Profit & Loss Account Statement for the Financial Year - 2019-20,2020-21 & 2021-2022	Yes / No
13	Scanned copy duly signed with company's seal, as per Annexure-A.	Yes / No
14	Signed and scanned copy of Scope of work	Yes / No
15	Name, Designation, email, Contact No. and Address of the Contact Person may be furnished below:	Yes / No

