

सी.एस.आई.आर. - राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान C.S.I.R. - NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE नेहरू मार्ग ,नागपुर, भारत / Nehru Marg, NAGPUR -440 020, INDIA

Phone - 0712- 2249758, Email: pmpddivision@neeri.res.in

Enquiry No. PMPD/GST/2019-20/23

Date: 03.08.2020

Last Date and time for submission of Sealed Bids: 18.08.2020(upto 03.00PM)

Date and time for opening of Technical Bid: 19.08.2020 (03.00pm)

Venue for submission and opening of Bid: PMP Division, CSIR-NEERI, Nagpur -440020

(Bidder must send mail on:- pmpddivision@neeri.res.in to confirm that they have submitted bids)

निमंत्रण निविदा दस्तावेज / BID INVITATION DOCUMENTS

CSIR-National Environmental Engineering Research Institute, Nagpur is an R&D establishment of national repute under the aegis of Council of Scientific & Industrial Research, New Delhi, funded by Govt. of India. CSIR – NEERI is involved in High Quality & High Impact Research & Development, Training & Consultancy in the field of sustainable environment and societal responsibilities in terms of clean water, waste management, sanitation, pollution control etc.

Considering the R&D activities and a premier National Institute, CSIR-NEERI having its headquarters at Nagpur & Five (05) Zonal Centres at Delhi, Mumbai, Kolkata, Hyderabad & Chennai having <u>GSTIN</u>: 27AAATC2716R2ZE (common for all six establishments) is either exempted of paying taxes or eligible for paying Goods & Services Tax and Customs Duty on concessional basis only as notified by DSIR, Govt. of India vide Notification No. 45/2018 & 47/2018 and being updated from time to time. All in-house / Grant-in-Aid / Consultancy projects avail the exemption of applicable taxes as above. Moreover, this Institute avails special discount applicable to Govt. Funded R&D Institutes also, wherever applicable, in terms of procurement of equipment, material & services. Prospective bidders are requested to take this into consideration while bidding.

- 1. निदेशक, नीरी, नागपुर नीचे सूचीबद्ध मदों के लिए, आपूर्तिकर्ताओ / विक्रेताओ / सेवा प्रदाताओ से मुहरबंद बोलियां आमंत्रित करते हैं: Director, CSIR-NEERI, Nagpur, INDIA invites sealed bids from suppliers / service providers as listed below / FOR CSIR-NEERI, Nagpur basis.
- 2.

1	Description / Details of Services	Request for Proposals (RfP) from Chartered / Cost Accountant Firms for conducting GST Audit for the Financial Years 2017-18 and 2018- 19 services as mentioned in Chapter 4 - Scope of Work (Detailed Scope of Work as per Chapter 4)
2	Type of Bid – Limited Tender	Single Bid System (Single Cover) Technical Bid and <u>Financial Bid as per Chapter 5</u> together in one single sealed cover / envelope. To be submitted in PMP Division , CSIR-NEERI, Nagpur 440 020 before last date and time for submission of Bid.

3	Bid Security / Earnest Money Deposit (EMD)	Submit Bid-Securing Declaration in Annexure-III OR
		in lieu of the above, Bidder can submit EMD of Rs. 10,000/-
		(a D.D./F.D.R./B.G. refer Form for Bid Security format) *Bid Security (EMD) is Exempted to firms registered with NSIC / as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Copy of <u>Valid Certificate for the item tendered must be enclosed along</u> with Bid Securing Declaration for availing EMD exemption
		*The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them.

- 2. Interested Bidders can obtain further information from the office of the Scientist & Head, Project Monitoring & Planning Division, 2nd Floor, Silver Jubilee Building, CSIR-NEERI, Nehru Marg, Nagpur 440 020, Ph. 0712-2249758
- 3. जैसाकि ऊपर विनिर्देशन किया गया है, सभी बोलियों के साथ बोली प्रतिभूति संलग्न की जानी चाहिए और उन्हें उपर्युक्त तारीख को उपर्युक्त समय पर उपर्युक्त कार्यालय को सौंपा जाना चाहिए । बोलियां बोलीदाताओं के उन प्रतिनिधियों की मौजूदगी में खोली जाएंगी, जो विनिर्देशित तारीख को और विनिर्देशित समय पर उपस्थित होंगे । यदि बोलियां प्राप्त करने और बोलियां खोलने की विनिर्देशित तारीख को खरीदार के कार्यालय में कोई अवकाश का दिन होगा, तो बोलियां प्रस्तुत करने और बोलियां खोलने की नियत तारीख, निर्धारित समय पर, अगला कार्यदिवस होगी । All bids along with the stipulated Bid Security – EMD (To be submitted in the form of a DD issued by a Scheduled Bank / Nationalized Bank in favour of the Director, CSIR-NEERI, Nagpur payable at Nagpur or through a Bank Guarantee issued by a Scheduled Bank/Nationalized Bank in India as per Form attached to this document) must be delivered to this office at the date and time indicated above. Bids so received will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
- 4. निदेशक, नीरीं, नागपुर, ँभारत को यह अधिकार है कि वह, कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार कर सकता है, या उसके/उनके क्रम को भंग कर सकता है। The Director, NEERI, Nagpur, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof.
- 5. Quotation should be submitted in sealed cover addressed on outer & inner envelopes should be superscribed:
 - i) Director, CSIR-NEERI, Nehru Marg, Nagpur 440 020, INDIA (<u>To be submitted / delivered in</u> <u>PMP Division, CSIR-NEERI, NAGPUR 440 020 Ph. 0712-2249758</u>)
 - ii) Bid submission date :
 - iii) Bid Opening date :
 - iv) Name of equipment / item / service :
 - v) NEERI Enquiry Reference No. :
- <u>Note</u>: 1) Please note that the submission of bid shall be presumed that the bidder have gone through, read out & understood the tender in total and there is no further query / doubt in the particular tendering process.
 - 2) All correspondence may be addressed to Director, CSIR-NEERI, NAGPUR 440 020 only.

TERMS & CONDITIONS

- 1. The acceptance of the quotation will rest with the competent authority of Director, CSIR-NEERI, NAGPUR 440 020, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
- 2. Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.
- 3. Participation in this tender is by invitation only (Limited Tender) and is limited to the selected Purchaser's registered suppliers. <u>Unsolicited offers are liable to be ignored</u>. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional tenders shall not be considered.
- 4. The bidder must submit the applicable Price Schedule (Price Bid).
- 5. In cases of agents quoting on behalf of their foreign service providers, one agent cannot represent two service providers or quote on their behalf in a particular tender enquiry. One service provider can authorize only one agent/dealer. There can be only one bid from the following:-
 - 1. The foreign service provider directly or through one Indian agent on his behalf; or
 - 2. Indian/foreign agent on behalf of only one principal service provider.
- 6. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance.
- 7. This Laboratory/Institute Is registered with the Department of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide Notification No. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and similar State Tax (Rate) notifications.
- 8. The mode of dispatch/transportation of the items must be by <u>Air/Road (In case of Import) and Road (For Local</u> Supply within India) only., in case of supply of goods.
- 9. Work Completion period required should be invariably specified in the quotation. The offered work completion period shall have to be strictly adhered to in case an order is placed.
- 10. Liquidated Damages Clause for delays in completion of work after period mentioned in Tender Enquiry: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price
- 11. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges 12. etc.

Kindly furnish your PAN & GST Number etc. in your quotation for our records.

- 13. Payment Term : 100% (hundred percent) on bill basis after completion of work / services, submission of report and duly certified by the concerned Head of Division at CSIR-NEERI. Please inform your Bank details for RTGS payment.
- 14. Any interest/penalty which becomes payable by CSIR-NEERI to any tax authorities due to delay in conducting GST Audit and giving audit report / certificate, which is attributable to the negligence of Chartered Accountant/Cost Accountant Firms, such amount shall be deducted from the payment due to such Chartered Accountant / Cost Accountant firm or shall be recovered in such a manner as the Institute may deem fit.
- 15. All disputes shall be settled in the courts of NAGPUR, MAHARASHTRA Jurisdiction only.
- 16. The dispute settlement mechanism/arbitration proceedings shall be concluded as under: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. All such cases shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for final decision.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

All the above instructions and our standard terms and conditions for Tender Enquiry as per link https://www.neeri.res.in/file_homes/79204452_STD.pdf must be complied, failing which your offer may be liable for rejection.

Yours faithfully, Sd /-Scientist & Head, PMP Division For Director, CSIR-NEERI, NAGPUR

NOTE: This notice is being published for information only and is not an open invitation to quote in this **Limited Tender.** Participation in this tender is by invitation only (Limited Tender) and is limited to the selected registered suppliers. **Unsolicited offers are liable to be ignored**. However, suppliers who desire to participate in such tenders in future may apply for registration as per procedure".

CRITICAL DATE SHEET

SI. No.	Stage	Date & Time
1.	Publish Date & Time	03.08.2020 06.00pm
2.	Document Download Start Date & Time	03.08.2020 06.00pm
3.	Bid Submission Start Date & time	03.08.2020 06.00pm
4.	Bid Submission End Date & Time	18.08.2020 03.00PM
5.	Bid Opening Date & Time	19.08.2020 03.00PM

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Chapter	Content
1	Instructions to Bidders
2	Conditions of Contract
3	Schedule of Requirement
4	Specifications and Allied Technical Details
5	Price Schedule Forms
6	Qualification Requirements
7	Contract Form
8	Other Forms

PROCUREMENT PLANNING

SI.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 80
6.	Notification of Award	XX + 90

Note:-

Complete set of tender Terms & Conditions shall be applicable as per link: https://www.neeri.res.in/file_homes/79204452_STD.pdf (Chapter1&Chapter2) or also available on website www.neeri.res.in under Tender Column Terms & Conditions for Tender. Bidders are requested to go through the documents before submitting their bid. Submission of bids shall be presumed that the documents have been read out, understood and accepted and there is no deviation / reservation at bidders end.

CHAPTER 3

Schedule of Requirements

1	Description of Equipment	(As on page one & Scope of Work details as per Chapter 4)
2	Period required for completion of Work as per Tender Enquiry	Within 3 (three) months from the date of commencement of Audit
3.	Performance Security (DD/ PBG/FDR)	The successful bidder shall be required to furnish a Performance Security of 10% of the value of contract to be submitted within 7 days of receipt of Award Letter in the form of an Account Payee Demand Draft / Performance Bank Guarantee / Fixed Deposit Receipt from a Nationalised / Scheduled Bank in India in favour of Director, CSIR-NEERI, Nagpur. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly.
4.	Final Destination for work	CSIR-NEERI, NAGPUR 440 020 (Headquarters) and CSIR-NEERI Zonal Centres at Mumbai, Delhi, Kolkata, Hyderabad, and Chennai.
5.	of report & after submission of	nall be made after completion of the entire work, submission invoice by the service provider and duly certified by the R-NEERI and against submission of applicable Performance

Chapter 4 – Details

BACKGROUND

The **CSIR-National Environmental Engineering Research Institute (NEERI)**, **Nagpur**, is one of the constituent Laboratories of the Council of Scientific and Industrial Research (CSIR), New Delhi, dedicated to R&D in the area of Environmental Science and Engineering. CSIR-NEERI has a nation-wide presence with its five Zonal Centres at Chennai, Delhi, Hyderabad, Kolkata and Mumbai.

The mandate of CSIR-NEERI is:

- To conduct research and developmental studies in environmental science and engineering
- To render assistance to the industries of the region, local bodies, etc. in solving the problems of environmental pollution through S&T intervention
- To interact and collaborate with academic and research institutions on environmental science and engineering for mutual benefit
- To participate in CSIR thrust area and National mission projects

SCOPE OF WORK

Purpose of GST Audit

GST Act has made it mandatory to get the accounts audited by a Chartered Accountant or a Cost Accountant who shall submit a copy of the audited annual accounts, the reconciliation statement under sub-section (2) of section 44 of CGST Act and such other documents in such form and manner as may be prescribed. The CSIR-NEERI invites quotations on Limited Tendering basis from audit firms for carrying out GST audit for the FYs 2017-18 and 2018-19 as prescribed in GST Provisions. As per the requirement of Goods and Services Tax (GST) Acts / laws, at present, CSIR-NEERI has obtained centralized registration at Nagpur. The entire audit activities are to be carried out centrally at CSIR-NEERI Headquarters Office at Nagpur as the CSIR-NEERI is having centralized mechanism for compliance under GST. Detailed activities / functions that the selected auditor is expected to perform is given in Terms of Reference (TOR) given below. In case, more registrations (due to merger, expansion of activities or any other reasons) are obtained, during the term of assignment, the selected firm will be expected to conduct GST audit and file annual returns of additional registrations also without any additional cost.

Terms of Reference

1. The auditor will be required to carry out audit for the FYs 2017-18 and 2018-19 under Section 35(5) of CGST Act, 2017 read with Rule 80 for all registrations and to issue separate audit report (including filing of annual returns, reconciliations or any other statements/report/certificate required for annual returns) required under existing GST Act or GST Act amended from time to time.

2. The entire audit activities will be required to be carried out centrally at CSIR-NEERI HQrs at Nagpur as the CSIR-NEERI is having centralized mechanism for compliance under GST. However, if required, the auditor may visit the branches / Zonal Centres of the CSIR-NEERI, Nagpur located at Chennai, Delhi, Hyderabad, Kolkata, and Mumbai in connection with the audit.

3. The Auditor will also be required to issue Audit report, Certificates as per the requirements of the GST legislation (existing or amended from time to time) as per the timelines fixed by CSIR-NEERI for timely compliance of the GST legislations. Necessary input in the statutory forms and its filing / uploading on the GSTN portal shall be carried out by the Auditors.

4. Further, if any new requirements are provided in the GST Act, Rules, Provisions, legislation etc., then the selected firm will be required to comply with those requirements also and issue necessary reports/certificates/statements and complete the audit and annual return filing activity to comply with amended requirements.

5. The engagement will come into effect after finalisation of the bidder and engagement will end after completion of audit of annual returns i.e. if engagement starts from August, 2020, the assignment will end with completion of GST audit and its related work.

6. Appointment can be renewed on completion of the assignment only on submission of necessary declaration regarding fulfilling the following eligibility criteria:-

a) eligible for being appointed as Tax Auditor under Income Tax Act,1961 and Chartered Accountant Act,1949.

b) conditions to conflict of interest – Submit attached format at Annexure-VII.

c) The firm is not banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.

7. After the expiry of the period of assignment, the CSIR-NEERI may consider at its own discretion to extend/renew the tenure of the Auditor on the same terms and conditions.

8. Compiling, Consolidating, Preparing, Filing and Certifying of the Audit Report under the GST Regime in Form GSTR-9C which covers the following reconciliation of the figures and certifying the same to be true and correct according to the records and free of any material mis-statement. Reconciliation Statement is divided into five parts as below:-

Part – I: Basic Details

Consists of FY, GSTIN, Legal Name and Trade Name. The taxpayer must also mention if he is subject to audit under any other law.

Part – II: Reconciliation of turnover declared in the Audited Annual Financial Statement with turnover declared in Annual Return (GSTR9)

This involves reporting the gross and taxable turnover declared in the Annual return with the Audited Financial Statements. It is to be noted that most often, the Audited Financial statements are at a PAN level. This might require the breakup of the audited financial statements at GSTIN level for reporting in GSTR-9C.

Part - III: Reconciliation of the tax paid

This section requires GST rate-wise reporting of the tax liability that arose as per the accounts and paid as reported in the Annual Return i.e. GSTR-9 respectively with the differences thereof. Further, it requires the Auditor to state the additional liability due to unreconciled differences noticed upon reconciliation.

Part – IV: Reconciliation of Input Tax Credit (ITC)

This part consists of the reconciliation of Input Tax Credit availed and utilized by taxpayers as reported in GSTR-9 and as reported in the Audited Financial Statement. Further, it needs a reporting of expenses booked as per the Audited Accounts, with a breakup of eligible and ineligible ITC and reconciliation of the eligible ITC with that amount claimed as per GSTR-9. This declaration will be after considering the reversals of ITC claimed, if any.

Part - V: Auditor's recommendation on the additional liability to be discharged by the taxpayer due to non-reconciliation of turnover or ITC

The Auditor must report any tax liability identified through reconciliation exercise and GST audit, pending for payment by CSIR-NEERI. This can be non-reconciliation of turnover or ITC on account of the following:-

- a) Amount paid for supplies not included in the Annual Returns (GSTR-9).
- b) Erroneous Refund to be paid back to the Government.
- c) Other Outstanding demands to be settled.

Payment Terms

The payment shall be made against the services provided by the firm, subject to the following terms and conditions:-

- The payment during the entire contract period shall be made in accordance with the financial bid submitted by the selected bidder and accepted by the Institute. No price variation would be allowed during the contract period. The financial price quoted by the contracting firm shall be final. No request for extra payment on account of increase in workload on whatever account will be entertained. No extra payment on account of any out of pocket expenses shall be paid.
- Goods and Service tax is payable extra as per applicable rates.
- Payments shall be subject to TDS under Income tax at applicable rates.
- Payment shall be made 100% on bill basis after completion of services / work, submission of report and Tax Invoice duly certified by the concerned Division Head of CSIR-NEERI. The Chartered Accountant / Cost Accountant firm shall submit the bill accordingly.

Submission and Evaluation of the Tender

A. Interested service providing firms are requested to submit their sealed Tenders in 2 separate envelopes as below, alongwith Bid Security (Earnest Money Deposit) Bid Securing Declaration Form OR D.D. / FDR / BG for an amount of Rs. 10,000/- in favour of Director, CSIR-NEERI payable at Nagpur alongwith the tender document.

• 1st Envelope:

Containing Prequalification Bid & Technical evaluation information including documents / information specifically mentioned in **Annexure-A** along with all supporting documents

• 2nd Envelope:

Financial Bid as per **Chapter -5 Price Schedule**

- B. All pages of the Tender and the supporting documents/annexure must be serially numbered.
- C. If the tender is not supported by the "Essential certificates" or "other documents" for credentials as envisaged in the tender documents, the relevant credentials shall not be considered for evaluation without any further reference to the Bidder.

The Documents relating to Pre-qualification & Technical Evaluation and Financial Bid should be submitted in Two different envelopes as mentioned above and all envelopes should be superscribed as "TENDER FOR SELECTION OF CHARTERED

ACCOUNTANT / COST ACCOUNTANT FIRM FOR CONDUCTING GST AUDIT" and all the two envelopes should be sealed in one main envelope.

Tender should be deposited in the office of the "Scientist & Head, Project Monitoring and Planning (PMP) Division, CSIR-National Environmental Engineering Research Institute, Nehru Marg, Nagpur 440 020 on all working days during working hours from 9:30 A.M to 6:00 P.M. Tender shall be opened in the presence of the tenderers or their authorized representatives, who may like to be present. Tenders received after due date/time or without EMD shall not be considered. Tenders received by FAX/E-Mail will not be considered. The Director, CSIR-NEERI reserves the right with himself to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof. NIT & detailed tender document is also available on our Institute website "www.neeri.res.in".

Queries Regarding the Tender

This tender document is self-explanatory hence no enquiry will be entertained.

ANNEXURE - A

Sr. No.	Criterion	Particulars	Description	Index- Reference Page Nos.
1	The firm must have local address	Name of the Firm		
	(Submit copy of supporting	Address of HO		
	document regarding address)	Address of Branch office		
	The CA/Cost Accountant firm should be registered with the	Designation/Qualification of Head Authority at Branch Office		
	ICAI/ICWA and must possess permanent account	Telephone No.		
	number (PAN) under Income Tax and registration under GST. (Provide copies of all Registration certificates)	Mobile No.		
		E-Mail:		
		Registration No. with ICAI/ICWA		
		Date of Registration		
		PAN of CA/Cost Accountants Firm		
		GST No.		
2	Provide copy of valid registration certificate	Empanelment No.		
		Period/Validity		
3	Provide necessary evidence	Year of Registration/ Starting of Operations		

Number of years in	1
operation after	r
registration (in years)	

Certified that the above particulars are true & correct. In the event of any such information/document is found to be incorrect/false/manipulated, the Institute is at liberty to reject the proposal of the Chartered Accountant/Cost Accountant Firm without assigning any reasons thereof and without giving any opportunity of being heard.

Date:

Signature:....

SEAL:

Name and Designation:.....

Criteria or Grounds for Summarily Rejection of offers

- 1. Bid submitted is not valid for minimum period of 90 days from the date of opening of technical bid.
- 2. Late submission of bid.
- 3. Any conditional clause in quoted Bid which is not as per CSIR-NEERI tender.
- 4. Quoted offer is not as per CSIR-NEERI tender and there is deviation.
- 5. Bid is unsigned.
- 6. Bidder is not eligible.
- 7. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

Points on which clarifications from suppliers can be sought

- 1. Ambiguity in quoted bid
- 2. Ambiguity in commercial terms including payment terms. Necessary information/ documentation to rectify non-material non-conformities or omission in the bid related to Documentation requirement but non-related to any aspect of the price of the bids.
- 3. Non-submission of sufficient supporting Technical Literature / data.
- 4. Bid validity extension beyond 90 days, in case it is required by the institute.
- 5. Non-submission of any or all requisite formats as per tender.
- 6. Non-acceptance to payment terms mentioned in Tender Document.

CHAPTER 5 PRICE SCHEDULE FORM

1	2	3	4	5
SI. No.	Details of Services	Basic Rate Rs. (Inclusive of all other	GST % extra as	Total price in INR including GST & all
110.	Services	charges)		other charges
1		Rs	Rs	Rs.

Certified that Total price (Final Landing Cost for complete work/audit for 2017-<u>18 & 2018-19 as mentioned in this tender</u>) in column no. 5 is inclusive of GST & all other charges in Rupees ______ in words

Price Certificate

"Certified that rates quoted are not higher than the rates quoted for the same / similar work/ audit charged to any other govt. organization / PSUs / CSIR Labs/ or any other organization".

Signature and seal of Bidder on page

Notes:

- a. Statutory Deductions like TDS / IT etc., shall be deducted by the Institute as per statutory rates and norms wherever applicable.
- b. Payment shall be made 100% on bill basis 1) after completion of services / work 2) submission of report & Tax Invoice duly certified by the concerned Division Head of CSIR-NEERI 3) submission of Performance Security. – <u>Payment Terms Accepted</u>

Signature and seal of Bidder on page

CHAPTER 6

Eligibility / Qualification Criteria

Sr.No.	Details	Bidder's
		Confirmation
1	The Applicant firm should have been registered with ICAI and practicing continuously in India for the last 5 years as on 30.06.2020 Constitution Certificate issued by ICAI Certified copy of registration Certificate issued by Registrar in case of Limited Liability Partnership (LLP).	Copy enclosed / Complied
2	The total of the turnover of the firm for last 3 years should be more than Rs. 10 Lakhs. (Total of each year 1 st ,2 nd & 3 rd should be more than Rs 10 Lakhs)	Complied – Document Enclosed
3	The firm should have its Head/Regional/Branch Office in Nagpur, Maharashtra.	Confirm & Complied
4	The tenderers should have valid TAN No./PAN No./GST No.	Confirmed & Complied
5	The tenderer should submit copies of its Income Tax Returns for the last three years.	Copies Enclosed & Complied
6	The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.	Confirmed & Complied
7	The tenderer should submit a copy of valid certificates issued by ICAI along with quotations.	Enclosed & Complied

Confirmation on above points with Seal & Signature of quoted firm: _____

<u>CHAPTER 8</u>

Other Standard Forms (To be enclosed as indicated below)

Table of Contents

SI. No.	Name	Annexure
01.	Bidder Information Form (to be enclosed with the technical bid)	1
02.	Bid Security Form (to be enclosed with the technical bid)	II
03.	Bid Securing Declaration. (to be enclosed with the technical bid)	
04.	Performance Statement Form (to be enclosed with the technical bid)	IV
05.	Technical Specification Compliance cum Deviation Statement Form (to be enclosed with the technical bid)	V
06.	Bid Form (to be enclosed with the priced bid)	VI
07.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. (to be enclosed with the technical bid)	VII
08	Affidavit of Self Certification regarding Local Content, If applicable (to be enclosed with the technical bid)	VIII

Bidder Information Form

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of _____ pages

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country
	of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in
	country of registration]
06.	Bidder's Authorized Representative Information
	Name: [insert Authorized Representative's name]
	Address: [insert Authorized Representative's Address]
	Telephone/Fax numbers: [insert Authorized Representative's telephone/fax
	numbers]
	Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached
	original documents]
	Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder

Name ______Business Address ______

Annexure- II

BID SECURITY FORM For (EMD in the form of B.G.)

Whereas	s (hereinafter called the tenderer") has submitted their offer
dated	for the supply of
(hereina	after called the tender") against the purchaser's tender enquiry No
KNOW	ALL MEN by these presents that WE of having our registered office at
	are bound unto (hereinafter
called th	ne "Purchaser")
In the su	um of
for whicl and assi	th payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors igns by these presents. Sealed with the Common Seal of the said Bank this day 20
THE CON	NDITIONS OF THIS OBLIGATION ARE:
. ,	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender. Or
. ,	If the tenderer having been notified of the acceptance of his tender by the Purchaser during od of its validity:-
•	(a) If the tenderer fails to furnish the Performance Security for the due performance

- - (b) Fails or refuses to accept/execute the contract.

of the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to ______ and any demand in respect thereof should reach the Bank not later than this date.

(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 Bid 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.

Annexure- III

Bid-Securing Declaration Form

Date:_____ Bid No. _____

To (insert complete name and address of the purchaser)

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 (Minimum 90 days) 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 reuse 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 he 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: 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)

Annexure- IV

PERFORMANCE STATEMENT FORM - Previous Work Details to be filled

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Descrip- tion and quantity of ordered equip- ment	Value of order	Date of comple- tion of deliver as per Contract	Date of actual completi on of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory ? (Attach a certificate from the purchaser/C onsignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place : Date :

Annexure-V

Technical Specification Compliance cum Deviation Statement Form

Sr. No.	CSIR-NEERI, Scope of work	Vendor Quoted Scope of work	In case of Compliance, supporting printed technical literature mentioning page no. Column & line has also to be highlighted	Deviations to CSIR-NEERI specifications if any,	Reasons for deviations	Special Remarks, if any,
1.	2.	3.	4.	5.	6.	7.
2.						
3.						
4.						
5.						

Technical compliance against CSIR-NEERI Tender No._____

Place:

Date:

NOTE:

Signature and seal of the Manufacturer/Bidder on this page

1) If bidder is fully agreed to provide services as per Tender / Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Annexure-VI

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.] Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

Invitation for Bid No.: [insert No of IFB]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ______ day of _____, ____, ____[insert date of signing]

Annexure-VII

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Procuring Entity)

Sir,

With reference to your Tender No._____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest as mentioned under Para 1.3.0 of ITB of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

а

b

С

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature (Name of the Authorized Signatory) Company Seal

Annexure -VIII

Format for Affidavit of Self Certification regarding Local Content in a R & D Equipment to be provided on Rs.100/- Stamp Paper

Date:

I	S/o, D/o, W/o	, Resident of
		do hereby

solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order 2017 dt 15th June, 2017.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. R &D Equipment for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the R &D Equipment
- xii. List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

 Check list for Service Provider/OEM/Supplier/Authorised Indian Agent to be submitted alongwith Technical Bid

 Note:
 1. Service Provider / Indian Agent / OEM should go through the entire Tender Document

 enclosed
 with the Technical Bid for compliance

 Note:

2.Enclose Separate Annexures wherever asked for and number them serially.

3.Acceptance of every clause/condition is must for the bidder to qualify in the evaluation process.

1.	EMD / Bid Security	Valid for minimum 135 days.
2.	Is the firm registered as MSE with CSIR Labs / Institutes, exempted from payment of bid security for the item / equipment manufactured and service provided by them.	Yes / No If yes, please specify the name of Department and validity of such exemption order. Certified copy of valid registration may be enclosed.
3.	Performance Security	The successful bidder shall be required to furnish a Performance Security of 10% of the value of contract to be submitted within 7 days of receipt of Award Letter in the form of an Account Payee Demand Draft / Performance Bank Guarantee / Fixed Deposit Receipt from a Nationalised / Scheduled Bank in India in favour of Director, CSIR-NEERI, Nagpur. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly. Performance Security shall be submitted by M/s
4.	L.D. / Penalty clause for late delivery (including free items) and delay in installation of equipment / beginning of providing service	0.5% per week - Agreed
5.	Compliance to Pre-qualification/ Eligibility criteria	Enclosed as Annexure
6.	Documents to be enclosed with Technical Bid	 1.Bidder Information Form - Annexure

7.	Documents to be enclosed with Price /	1.Bid Form - enclosed as Annexure
_	Financial Bid	2.Applicable Price Schedule Form – enclosed as Annexure
8.	Validity of Bid	Minimum 90 days from the date of bid opening – Complied
9.	Schedule for completion of services	AS PER SCHEDULE OF REQUIREMENT - Agreed
10.	Agreeing for Payment	For Indigenous Supplier 100% on Bill basis after entire completion of work , submission
		of report & Invoice duly certified by end user and submission of Performance Security, if any. No part payment or any other mode of payment shall be accepted <u>Agreed</u>
11.	Performance Security , Penalty/LD , Quali - Agreed	fying Criteria, Scheduled for completion of work : As per Tender
12.	Custom Duty / GST	(a) Concessional rate Custom Duty Exemption Certificate will be provided by CSIR-NEERI to Indian Agent to confirm whether quoted item / service is duty applicable or duty free and indicate its product code / import code (i.e. HS Code or SAC Code) of the equipment / items / services as per customs tariff in technical Bid
		- Noted and Agreed (b) Concessional GST Exemption Certificate as per Govt. Notification No. 45/2017 and 47/2017, whichever is applicable, will be provided by CSIR-NEERI to supplier / service provider on the request of supplier / service provider, if needed - Noted and agreed
13.	Type of Bid: Two Bid System	Technical Bid and Check List is enclosed Price Bid is enclosed Technical Bid and Price Bid separately - Complied
14.	Agreed for payment of applicable stamp duty in case of award of contract	Agreed
15.	Agreed for submission of acceptance certificate form on completion of satisfactory installation / beginning of service duly singed by user and supplier's/service provider's authorized representative.	Agreed
16.	Price certificate	"Certified that rates quoted are not higher than the rates quoted for the same / similar equipment / item / service charged to any other Govt. organization / PSUs / CSIR Labs". Enclosed at Annexure
17.	Item / equipment / service do not fall within the restrictive list contained in the EXIM Policy	Yes / No (Strike out which is not applicable)
18.	In case the item / service falls under the list of EXIM Policy, DGS&D enlistment certificate from Indian Agent should be submitted.	Yes / No / Not applicable (Strike out which is not applicable)
19.	Supplier / Indian Agent / service provider shall bear the taxes / duties / levies outside India.	Agreed
20.	Manufacturer Authorization Form (MAF) Format enclosed as Annexure	from manufacturer / service provider as per Tender Document
21.	(if not submitted, no additional co	stallation list / service to be provided list enclosed as Annexure st other than cost quoted for equipment / service shall be paid by
	CSIR-NEERI.	f Service Provider / Indian Agent / QEM / Principal Supplier

Signature of Service Provider / Indian Agent / OEM / Principal Supplier