

REQUEST FOR PROPOSAL (RFP) FOR HIRING OF TAX CONSULTANT BY THE INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as

June 2022 (amended from time to time)" will be in vogue in case of any disputes arise during the period of contract.

8. Please return this letter along with the complete RFP duly signed as attached.

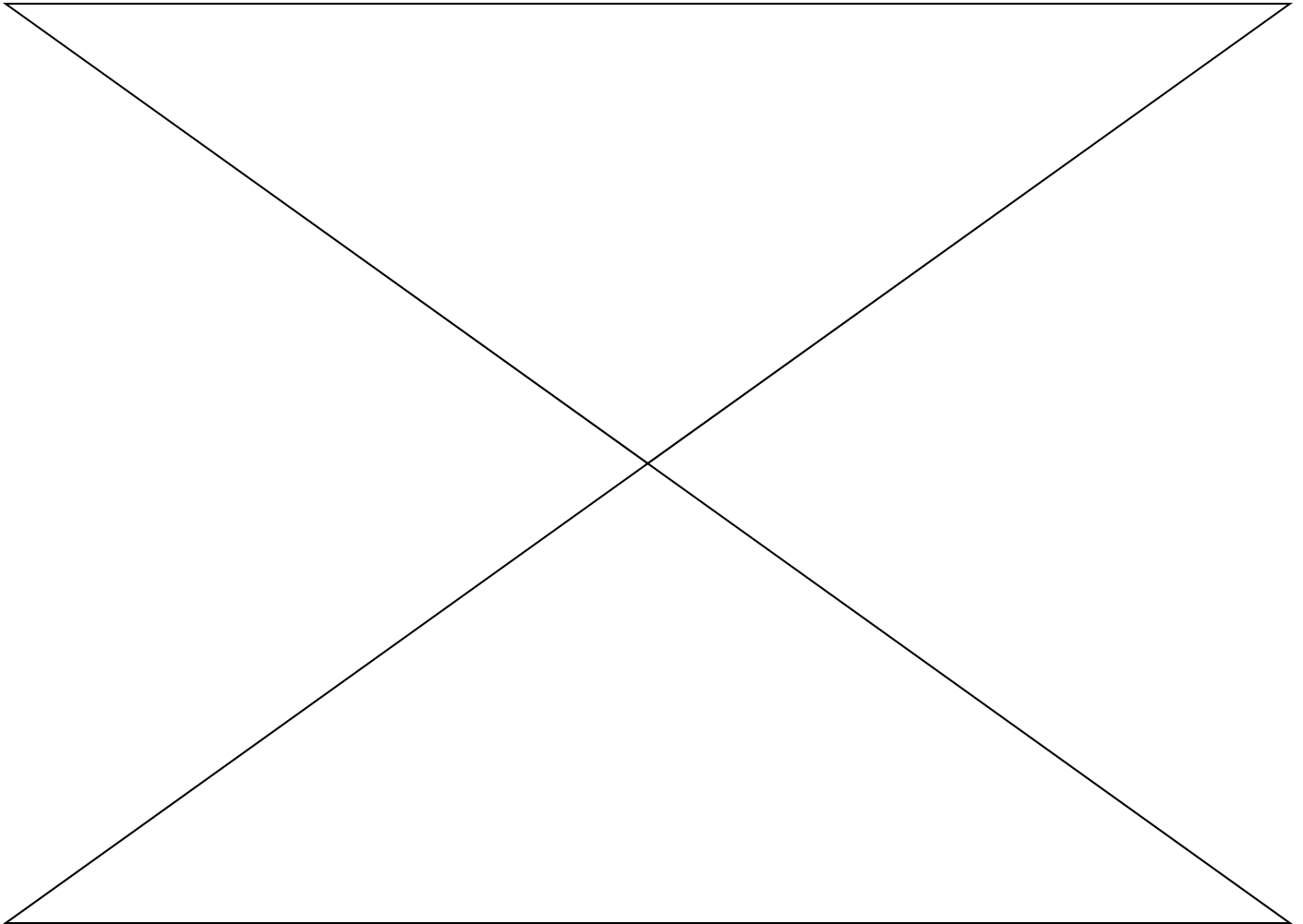
Yours Sincerely,  
Sd/-x-x-x-x-x-x-x  
(Zulfquar Hasan)  
Senior Administrative Officer (Purchase)

9. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date: 2023

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name in BLOCK CAPITAL Letters  
(Capacity i.e. Proprietor/ Partner  
With Stamp)



SECTION-I

some of which may depend upon interpreting the law. The informa

- (i) Bidder's Information as per FORM1.
  - (ii) Terms and Conditions Compliance as per FORM2.
  - (iii) Documents relating to Bid Security: Scan copy of Earnest Money Deposit or a Bid Securing Declaration (BSD) as per FORM4 in lieu of bid security in the format provided therein shall be uploaded.
  - (iv) Performance Statement as per FORM5.
  - (v) Integrity Pact as per FORM7.
- (b) Financial Bid/ Cover. "Financial Bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties.

8. Manner of Submission of Bid.

- (a) The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online (Central Public Procurement Portal) shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".
- (b) Bill of Quantities (BOQ) with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid". Hence, physical submission of the documents is limited to submission of original Bid Security/Earnest Money Deposit (EMD). Bid Security/ EMD should be deposited in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.
- (c) Any tender received without original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME)] and BID SECURITY DECLARATION CERTIFICATE (Attached as FORM 4 to this RFP) (Bidders who are registered with NSIC and MSME), will be summarily rejected.
- (d) Original Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) should be deposited in the Tender Box located in IIMC. Bidder can also send the Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) through Postal Service addressed to the Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata – 700104, West Bengal. However, BIDDER should ensure that the same shall reach to the office of Procuring Entity on or before "Last Date and Time of Submission of Bids". Procuring Entity should not be responsible for any delay/ loss in transit due to any reason and NO representation in this regard will be entertained by Procuring Entity at later stage. Hence, it is the sole responsibility of BIDDER to submit the same as per date and timeline.
- (e) Bidders are advised to upload only the relevant document which is/are asked for in this RFP. Uploading of irrelevant/ unnecessary documents may lead to the rejection of Bid.

9. Signing and Uploading of Bids.

- (a) Relationship between Bidder and e Procurement Portal. The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal

with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

(b) Signing of

(ix) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time.



		KOLKATA - 700104
(iv)	Branch	: IIM JOKA BRANCH
(v)	Account No	: 10120246705
(vi)	IFSC Code	: SBIN0006210

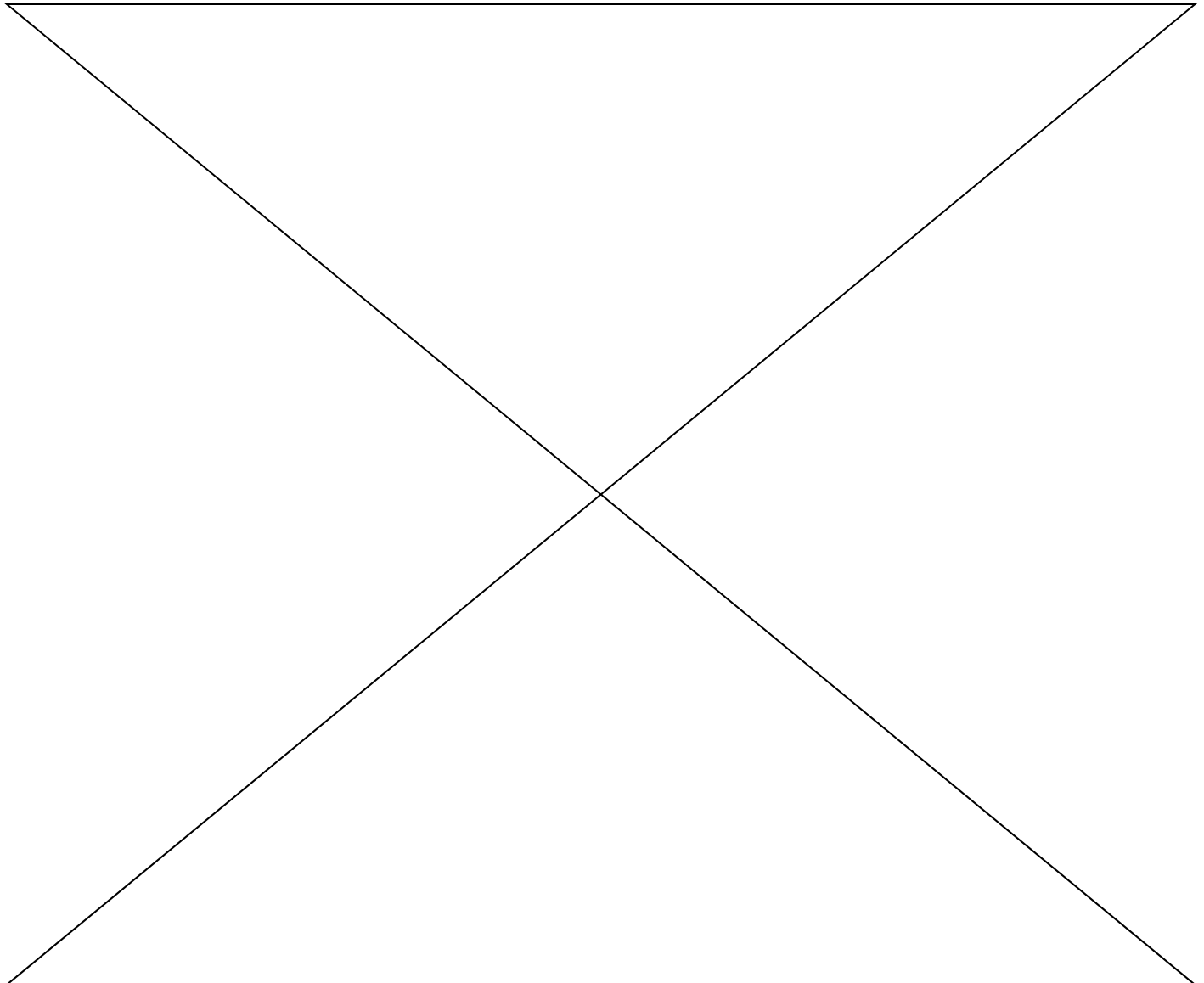
(b) EMD of the unsuccessful bidders will be returned to them after expiry of the FINAL BID VALIDITY

18. Delivery Period. As and when required basis as per the discretion of Procuring Entity or Authorised Representative of Procuring Entity.

19. Important Dates. Important dates related to this RFP are as under:-

Ser No	Events	Date	Time
(a)	Published on CPP Portal	02 May 2023	1800 hours
(b)	Bid Submission Start	02 May 2023	1800 hours
(c)	Pre Bid Meeting	10 May 2023	1830 hours
(d)	Bid Submission End	22 May 2023	1100 hours
(e)	Technical Bid Opening	23 May 2023	1100 hours
(f)	Financial Bid Opening	After completion of Technical Bid Evaluation	

19. The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.



SECTION-II

GENERAL CONDITIONS OF CONTRACT

1. The Contract.

(a) Language of Contract. Unless otherwise stipulated in SCC, the contract shall be written in  
the Official Language or English™ F









(b) Confidentiality. All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to





- (iii) In either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- (i) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released *mutatis mutandis*.
- (j) No claim shall lie against th

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- (iii) The contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.
- (e) Part Supplies. The Contractor shall not arrange part-shipments and/ or transshipment if not stipulated in the contract without the express/ prior written consent of the Procuring Entity.
- (f) Progressing of Deliveries. The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Offi



subject to a maximum deduction of the TEN PERCENT (10%) (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the "Denial Clause" shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

(b) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under clause above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

14. Force Majeure.

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for NINETY (90) DAYS or more at any time, either party shall have the option to terminate the contract on expiry of NINETY (90) DAYS of commencement of such force majeure by giving FOURTEEN (14) DAYS notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

(b) None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

15. Dispute Resolution. Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

16. Conciliation and Arbitration. Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

17. Penalty for Use of Undue influence. The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER—



- (o) If the Contractor fails to deliver the item(s) / service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (p) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- (q) If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

20. Defaults, Breaches, Termination and Closure of Contract.

(a) Termination due to Breach, Default, and Insolvency.

(i) Defaults and Breach of Contract. In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:-

(aa) Default in Performance and Obligations. If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

(ab) Insolvency. If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

(ac) Liquidation. If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

(ii) Notice for Default



- (ab) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
- (ac) Unless otherwise instructed by the Procuring Entity, the contractor shall continue

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(v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

8. Terms and Mode of

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- (v) Preparation and submission of replies against Notice from issued by the authorities from time to time.
- (vi) Attending the queries, raised by the GST Deptt, CERA audit





SECTION- VI

ELIGIBILITY CRITERIA OF BIDDERS

1. Minimum Eligibility Criteria. The interested Bidders shall have to comply to the following minimum eligibility criteria to participate in the EOI Tendering process:-

(a) Head Office or Branch Office at Kolkata. Must have either its registered office or branch office in Kolkata for at least 5 years.

(b) Registration. Registered for minimum SEVEN (07) YEARS with the Institute of Chartered Accountants of India/Cost & Works Accountants of India.

(c) No of Partners. Minimum TEN (10) Fellow partners as on 1st January, 2023.

(d) Experience. Minimum FIVE (05) YEARS of experience as on 31st March, 2022 in dealing with the Direct Tax and Indirect tax matters for Central or State Autonomous Bodies/PSU's with annual Income

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Ser No	Particulars	Details (Documents to be submitted as proof)
(d)	Name, Designation, Contact No. and Address of the Contact Person/ Local Representative	To be filled up in Bidder Information Sheet as per FORM 1 attached to this EOI
(e)	Years of experience (as on 31 <sup>st</sup> March, 2022) Minimum 5 years of experience as on 31 <sup>st</sup> March,	

SECTION-VII

EVALUATION CRITERIA OF BID

1. Evaluation Criteria.

- (a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- (b) The Financial Proposals shall be opened of those Firms who will qualify in the technical evaluation.
- (c) The qualifying score in technical evaluation is 70 out of 100. Format for evaluation is given in Annexure 1.
- (d) Date of Opening of Financial Proposals shall be communicated to the technically qualified firms.
- (e) For financial evaluation, Price excluding Tax shall be taken into consideration.

2. Award of Contract.

- (a) Contract shall be awarded to the firm whose evaluation is the highest. A wF w

FORM 1

BIDDER'S INFORMATION

SL No.	Particulars	Yes/No	Details
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address at Kolkata (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Shop/Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	Name of Proprietor		
10.	Contact number of proprietor		
11.	E-mail ID of proprietor in which all communication will be send		
12.	Name of one point contact person regarding Bid clarification		
13.	Contact number of one point contact person regarding Bid Clarification		
14.	E-mail ID of one point contact person regarding Bid Clarification		

FORM 2

TERMS AND CONDITIONS COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address \_\_\_\_\_

Tender Document No. \_\_\_\_\_;

Tender Title: \_\_\_\_\_

Note to Bidders: Fill up this Form regarding Terms and

FORM 3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

To  
The Director  
Indian Institute of Management Calcutta  
Diamond Harbour Road, Joka  
Kolkata - 700104, West Bengal

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to delivery .....(description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, 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 contractor 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 f







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FORM 7  
INTEGRITY PACT  
(To be signed on Plain Paper)  
(To be submitted as part of Technical bid)

INTEGRITY PACT FOR TENDER DOCUMENT NO \_\_\_\_\_ TENDER \_\_\_\_\_

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 202\_ at \_\_\_\_\_, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

- b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from tender process and exclusion from



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Ser No	Criteria	Max. Marks	Marks Obtained	Remarks
01	No. of years of Registration with the Institute of Chartered Accountants/Cost Accountant of India: Between 7 to 10 years: 5 marks Above 10 years, up to 15 years: 7 marks Above 15 years: 10 marks	10		
02	No. of FCA/FCMA Partners:  a) Between 10 to 15 nos.: 5 marks b) Between 16 to 20 nos.: 7 marks c) Above 20 nos.: 15 marks	15		
03	Years of experience in dealing with the Direct Tax and Indirect tax matters for Central or State Autonomous Bodies/ PSUs with annual Income exceeding Rs.30 Crores: a) Between 3 to 5 years: 15 marks b) Above 5 years, up to 7 years: 20 marks c) Above 10 years: 30 marks	30		
04	Experience in dealing with number of organisations w.r.t the Direct Tax and Indirect tax matters with an educational Central or State Autonomous Bodies: a) Between 2 to 3 nos.: 15 marks b) Above 3 nos., up to 5 nos.: 20 marks c) Above 5 nos.: 30 marks	30		