

**Tender Document
for
Accounting, Financial
Auditing and Taxation Services**

2021



**National Board of Examinations
Ansari Nagar, Medical Enclave
New Delhi-110029**

(www.natboard.edu.in)



Disclaimer

This Tender is not an offer by the National Board of Examinations, but an invitation to receive offers from Chartered Accountancy Firms.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the National Board of Examinations with the Bidder.

Fact Sheet

Sr. No.	Particulars	Details
1	Tender for	Accounting, Financial Auditing and Taxation Services
2	Publication Date	13/3/2021
3	Period of Contract	2 years (further extendable for another 1 year)
4	Selection Method	Least Cost System (LCS)
5	Tender Documents available at	https://natboard.edu.in/tenders.php https://eprocure.gov.in/epublish/app
6	Earnest Money Deposit	NIL
7	Nodal Officer	Joint Director (Admin.), National Board of Examinations
8	Last date for Pre bid queries	19/3/2021: 6 pm (through Email at admin1@natboard.edu.in)
9	Pre bid conference	22/3/2021: 3 pm (at NBE Office, Sector-9, Dwarka, New Delhi)
10	Last date of bid submission	5/4/2021: 12 noon (at National Board of Examinations, NAMS Building, Ansari Nagar, New Delhi-29)
11	Opening of Technical bid	5/4/2021: 4 pm (at NBE Office, Sector-9, Dwarka, New Delhi)
12	Opening of Financial bid	Shall be communicated through Email. (only Technically compliant Bids shall be opened)
13	Commencement of Work	April, 2021 onwards

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National Board of Examinations

(Autonomous body of Ministry of Health & Family Welfare, Govt. of India)
NAMS Building, Medical Enclave, Ansari Nagar
New Delhi - 110029

No.: NBE/Admin/Tender/CA/2021/

dated: 13/3/2021

Tender Document for **Accounting, Financial Auditing and Taxation Services**

The National Board of Examinations (NBE) is an autonomous body of Ministry of Health and Family Welfare (MOHFW), Govt. of India, entrusted with the task of conducting uniform and high standard exams at Post Graduation level in the field of Modern Medicine. All entrance tests for admission to Medical courses, with the exception of NEET (UG) are being conducted by the NBE. Additionally, the NBE conducts Three-year Post Graduation level course namely the Diplomate of National Board (DNB) and a Two years Fellowship Courses.

2. NBE invites Tenders under two bid system (Technical & Financial) from eligible, reputed and qualified Chartered Accountancy Firms for Accounting, Financial Auditing and Taxation Services or related works, as detailed out in the Scope of Work of this Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this Tender Document.

3. The Tender document can be downloaded from NBE's web site (www.natboard.edu.in) or Central Public Procurement Portal (<https://eprocure.gov.in/epublish/app>).

A. Background Information

1. About NBE

The National Board of Examinations (NBE) is an autonomous body of Ministry of Health and Family Welfare (MOHFW), Govt. of India, entrusted with the task of conducting uniform and high standard exams at Post Graduation level in the field of Modern Medicine. All entrance tests for admission to Medical courses, with the exception of NEET (UG) are being conducted by the NBE.

Additionally, the NBE conducts its Flagship programme, a three-year Post Graduation level course called the Diplomate of National Board (DNB) in 56 Medical Specialties and offers around 9384 PG seats each year. A two-year Fellowship of National Board (FNB) Course, in 23 Medical Sub-Specialties is also conducted by the NBE. Around 238 FNB seats are offered annually. Both the DNB and FNB courses are conducted in more than 683 non-teaching hospitals / institutions of the public and private sector who are accredited for the purpose.

NBE maintains its accounts as per the Accounting Standards applicable to Government Autonomous bodies. NBE is self-generating its revenue. NBE accounts are maintained in Tally software. The Accounts of NBE are prepared as per prescribed and uniform common format applicable to the Central Autonomous Bodies, which will be made available to the selected firm.

2. Source of Income

NBE's annual receipts are more than Rs. 150.00 crores (Rs. One Hundred Fifty crores only) presently, collected mainly through online channels. The main source of revenue for NBE is as under:

- a) Sale of Information Bulletins;
- b) Sale of Accreditation Application Forms;
- c) Entrance examination fees paid by candidates;
- d) Candidates' Registration Fees;
- e) Thesis Assessment Fees;
- f) Final examination Fees;
- g) Accreditation Fees paid by Hospitals;
- h) Verification Fees;
- i) Interest on Investment;
- j) Miscellaneous fees;

B. Eligibility Criteria /Pre requisites

The bids of only those firms will be considered which satisfy the following eligibility criteria:

- i. The Chartered Accountant Firm should have its Office in New Delhi.
- ii. The Chartered Accountant Firm should have at least three qualified partners with relevant experience and engaged full time in areas of work as mentioned in the bid document. At least one of the Partner should be a FCA. Details are required to be submitted as per **Form VI**.
- iii. The Chartered Accountant Firm should be registered with the Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN) and GST Registration.
- iv. **Experience.**
 - (a) The Firm should have been in operation for at least 7 years after its registration.
 - (b) Having Experience of at least 5 years of handling Indirect Taxations (Including minimum 3 years related to GST matters).
- v. The Firm should be empanelled with the Comptroller and Auditor General of India (C&AG).
- vi. The Average Annual Income (i.e. Average Gross Professional Fees earned during the 3 years) of the Firm in the last 3 financial years i.e. (2017-18, 2018-19 and 2019-20) should be minimum Rs.50 lakhs (Rupees Fifty Lakhs). Firm should not have incurred loss in any of the preceding 3 financial years.
- vii. Joint bid shall not be accepted.
- viii. Firm should not have less than 10 employees at any time during the last 3 years (i.e. 2018-19, 2019-20, 2020-21 (As on date). For this purpose, **numbers of employees engaged in Accounting, Financial Auditing and Taxation etc. only will be considered.** (excluding typist, stenographers, computer operators, secretaries and subordinate staff etc.)
- ix. Firm or any partner of the firm should not be black listed by any Government departments, C&AG, PSUs or any other organization in respect of any assignment or behavior. A certificate in this regard required to be submitted as per format in (Form iv).

- x. Bids not satisfying the above eligibility criteria / not accompanied by the requisite documentary proofs shall be rejected on Technical grounds and shall not be considered further for evaluation of Bids.

List of Document to be attached at the time of submission of the bid:

- i. All the documents are mandatory; failure to submit any document will result in disqualification of the bid at technical bid stage only.
- ii. Firm registration certificate issued for full Time practice by The Institute of Chartered Accountant of India.
- iii. Permanent Account Number (PAN) of the Firm.
- iv. GST registration certificate.
- v. Income tax returns and Audited financial statements of past three financial years (2017-18, 2018-19 and 2019-20)
- vi. Details of Employees
- vii. A valid CAG empanelment certificate.
- viii. Partnership deed,
- ix. Pre-Qualification cum Technical Bid as per **Form I**
- x. Financial Bid as per **Form II**
- xi. Bid Security Declaration on non-judicial stamp paper as per **Form III**
- xii. CERTIFICATE of the BIDDER as per **Form IV**
- xiii. Self- Declaration – No Blacklisting as per **Form V**
- xiv. Details of CA Firm’s Partners as per **Form VI**
- xv. Undertaking to comply with the tender terms and conditions as per **Form VII**

C. General Information and Instruction to the Bidders:

1. Submission of offers

The Bidder shall submit their proposals in two parts i.e. as Technical Bid & Financial Bid, as mentioned below:

- i). The tender is a single stage 'Two Bid' document. The **technical Bid** should contain all the relevant information and desired enclosures in the prescribed format (Form – I). The **financial Bid** should contain only price Bid (Form – II). In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- ii). All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as “**Not Applicable**”. However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- iii). The Tenders should be typewritten. There should not be any overwriting, cutting, or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. **The name and signature of bidder's authorized person should be recorded on each page of the application.** All pages of the Tender Document **shall be numbered and submitted as a package along with forwarding letter on agency's letterhead.**
- iv). Bidders must keep their offer open for a minimum period of 120 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, this period may be extended further, if required, by mutual agreement from time to time.
- v). References, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The NBE may also independently seek information regarding the performance from the clients.

- vi). The bidder is advised to attach any additional information, which he/she thinks is necessary in regard to his/her capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The Bidder is however, advised not to attach superfluous information. No further information will be entertained after Tender Document is submitted, unless the NBE calls for it.
- vii). **Incorrect or misleading information:** If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NBE reserves the right to reject such a tender at any stage and appropriate administrative action would be taken by NBE.
- viii). All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- ix). Even though agency may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.
- x). The Tender Document has to be downloaded from NBE's web site (www.natboard.edu.in) or Central Public Procurement Portal (<https://eprocure.gov.in/>) and be submitted.
- xi). The Technical and Financial bids should be kept separately in sealed envelopes and both of these envelopes should be kept in one envelope, super scribing **“Tender for Accounting, Financial Auditing and Taxation Services”** so as to reach **the Executive Director, National Board of Examinations, NAMS Building, Ansari Nagar, New Delhi – 110029 before 5/4/2021 12 noon (Last Date)**. Late tenders shall not be accepted. The technical bid shall be opened as per schedule mentioned above, in presence of bidders who may like to be present.
- xii). Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of NBE. Such offers will not be valid quotations. Offers not submitted in the standard formats given in the Tender Document will be summarily rejected. NBE shall not be responsible for any postal delay or non-receipt / non-delivery / incomplete Bid documents. No further correspondence on this will be entertained.

- xiii). The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidate damages on account of delays, errors, cost and time over- run etc. In case the bidder fails to execute the contract, the NBE shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- xiv). Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. **Bidding by the firms having common partners will be treated as multiple bids.** In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- xv). NBE reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the NBE shall be final.
- xvi). **Initially the contract will be for Two years, extendable for another one year at the discretion of competent authority.**
- xvii). The contract can be terminated at any point of time, in case of unsatisfactory service. Separate Agreement shall be executed in this regard on finalization of tender with successful bidder

2. Price Quotation

- a) The bidder shall indicate the prices/rates as specified in the quotation format. (Form II)
- b) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and in words and duly attested under the full signature of the Bidder / Authorized Signatory.
- c) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.

- d) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

3. Security Deposit/EMD

- a) No EMD is required to be submitted as per the current instructions of the Govt. of India. However, the bidder is required to submit a bid security declaration on non-judicial stamp paper and as per prescribed format (form III).
- b) The Successful bidder shall be required to deposit Performance Bank Guarantee equivalent to **3% of contract value** to NBE before award of contract.

4. Acceptance of offer

NBE reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

5. Time Period

The Chartered Accountant firm will be required to provide the desired services initially for a period of Two-years i.e. FY 2021-22 & 2022-23 which may be renewed for another period of one year on satisfactory performance. Notwithstanding anything contained herein above, NBE reserves the right to discontinue the services of Chartered Accountant firm in the event their services are evaluated as unsatisfactory at any time during the period.

6. Termination

- a) The Agreement under this tender can be terminated by the NBE, by giving One Month notice at any time without assigning any reason.
- b) The bidder is also at liberty to terminate the contract by serving at least Three-month notice.
- c) On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner without hampering NBE's operations.

7. Support and Inputs to the Firm

NBE shall provide office space, computer(s)/printer(s), to the Firm to perform its services. NBE will also provide all primary accounting Data to the firm for carrying out the jobs listed in the schedule and scope of work.

8. Evaluation Process

- a) Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to Technical prerequisite /criteria and other conditions in the Tender Document to determine the substantial responsiveness of each 'Bidder'. For this clause, the substantially responsive bid is one that conforms to all the eligibility terms and conditions (mandatory as well as preferable/optional) of the tender without any material deviation.
 - i). Technical Proposal Evaluation:
As a first step, the Technical proposal submitted by each organization would be assessed against the technical eligibility criteria mentioned in the Tender Document.
 - b) The Tender Evaluation Committee of NBE may invite eligible and technically compliant bidders for demonstration/presentation for about 30 minutes, to facilitate and assess their understanding of the scope of work and its execution.
 - c) Date, time and venue for the said demonstration/presentation shall be intimated in due course.
 - d) All the bidders fulfilling minimum eligibility criteria and scoring 60 Marks and above (Out of 100 marks) will considered technically qualified for evaluation of their financial bids.
- ii). Financial Proposal Evaluation
 - a) **Financial Bids of only Technically Compliant offers (as decided in the first instance above) shall be opened at NBE Dwarka Office for further scrutiny, evaluation, ranking and placement of contract.**
 - b) The date and time for Financial Bid Opening shall be communicated to all Eligible Bidders.

9. Scoring Model:

Sr. No.	Criteria	Score
1	Firm Profile	
1.1	Applicant's existence in years after its registration (Provide copy of certificate of registration with Institute of Chartered Accountants of India/Institute of Cost Accountants of India)	20
	7 years	10
	>7-10 years	15
	>10 years	20
1.2	Average annual Turnover of the Firm in last three financial year (Provide copies of full Income tax return & Audited Financial Statements):	20
	50 Lakhs to 60 Lakh	10
	> 60 Lakhs to 75 Lakhs:	15
	>75 Lakhs	20
1.3	No. of Accounting, Audit Assignments of Internal/Statutory/Forensic Audit and Taxation work of Central/State Autonomous Bodies/ Semi Govt. Organizations/ Public sector Undertakings having annual budget of over Rs. 50 crores in preceding 3 financial years except Bank Branch Audit, (Provide copy of order of assignment of such Work)	15
	1	10
	2 to 3	12
	> 3	15
2	Partner Profile	
2.1	Number of Partners:	15
	3	10
	4 to 5	12
	>5	15
2.2	Numbers of FCA Partners	10
	1	5
	2 to 3	7
	>3	10
2.3	Numbers of employees engaged in Accounting, Financial Auditing and Taxation (excluding typist, stenographers, computer operators, secretaries and subordinate staff etc) (Provide details of staff engaged along with their names, educational qualification, date of engagement, contact details etc.)	20
	10	10
	>10 to 20	15
	>20	20

10. Deliverables

The agency will be responsible to satisfactorily provide Accounting, Financial Auditing and Taxation Services to NBE after ensuring correct accounting practices.

D. SCHEDULE AND SCOPE OF WORK

The primary activities to be assigned include:

- i). e-TDS Returns filing for Financial Year 2021-22 for its employees (around 130);
- ii). Preparation and Verification of Annual Accounts for the FY 2021-22;
- iii). Services related to GST matters;
- iv). Filing of Annual Income Tax Returns;
- v). **Deployment of Qualified personnel.**

The Chartered Accountant Firm will depute adequate number of dedicated and qualified personnel depending upon the volume of work involved in each activity and will report every month to The Executive Director, NBE. The minimum number of such personnel deployed at NBE should not be less than two at any time. Additionally One dedicated qualified CA will be deputed for supervising and guiding the staff deputed for NBE work who shall visit NBE regularly (Once or twice in a week).

Details of all of the above-mentioned activities are presented in the following subsections: -

a) Scope of work with respect to e-TDS Returns filing for Financial Year 2021-22:

- i). Creation of text file for filing of e-TDS return by using data file.
- ii). Advise NBE on TDS/TCS provisions.
- iii). Preparation and submission/filing of quarterly returns of e-TDS (24Q, 26Q and 27EQ) based on the data of earnings and other records of NBE including generation of e- TCS Form 27A, generation of FVU file, validation of return using NSDL utility etc.

- iv). Preparation and filing of correction/revised statements against the defaults generated by TIN- NSDL and against the notices received from Income Tax Department during the period of engagement irrespective of the period for which the correction statement/return belongs.
- v). Preparation and filing of replies to the income tax department in respect of notices / communications received by NBE in connection with the filing of e-TDS returns during the period of engagement irrespective of the period to which the notices belongs.
- vi). Preparation and filing of correction statements, whenever found necessary, on detection of errors in the data maintained by NBE.
- vii). Preparation/generation of TDS certificates in Form 16 and Form 16A.
- viii). Maintaining Employee Master Details required for FORM 24Q with Annexure and FORM 16.
- ix). Maintaining Bidder Master Details required for FORM 26Q with Annexure and FORM 16A.
- x). Maintaining monthly TDS deduction details of Employees/Bidders.
- xi). Maintaining TDS deduction details, creation of Challans and entry of the deposit details obtained from the Bank (Bank Challan Serial Number/deposit date).
- xii). Attaching/accounting of employees/Bidders TDS to a specific Challan.
- xiii). Adjusting TDS deductions in a Challan.
- xiv). Calculations of any penalty/interest.
- xv). Validation of PAN number with PAN database of NSDL.
- xvi). Any other matter related to the above work required under the Income Tax Act, 1961.

b) Scope of work in respect of filing of Annual Income Tax Returns:

- i). Furnishing of Audit Report in form 10B under section 12A (b) of Income Tax Act, 1961.
- ii). Preparation, vetting and filing of Annual Return of NBE under Income Tax Act with various disclosures, computation notes and other issues relevant for the purpose of filing of the return.
- iii). Preparation/Review of revised return, if required, to be filed in respect of any financial year.
- iv). Preparation of detailed replies and submission thereof to the queries raised by Assessing Officer/Assistant Director Income Tax (Exemption), Dy. Director Income Tax (Exemption) during assessment or appellate proceedings or otherwise by tax authority of present/past appeals/proceedings or other hearings.
- v). Pursuing refund claims.

c) Scope of Work with respect to Goods & Service Tax

- i) Conduct of GST Audit of NBE under GST Acts and Rules thereto and issue various certificates, if required, for GST compliance.
- ii) Preparation of replies and submission thereof to the quarries raised by GST authorities.
- iii) Generating Challans for payment of GST on behalf of NBE.
- iv) Pursuing of GST refund claim, if any.
- v) Ensure proper records as prescribed under GST Acts and rules made there under are being maintained by NBE.
- vi) Render advice and provide clarification to NBE on GST related issues.
- vii) Preparations, Vetting and Filing of all periodical (monthly as well as annual) returns in requisite format as prescribed under GST Act and related rule/regulations, instructions etc applicable on NBE.
- viii) Time to time advice on other compliances to be undertaken by the NBE under the GST Act and any other eventual queries that may arise along with timely implementation of any relevant circulars/ notifications/ amendments in NBE.
- ix) Guide / advice for developing necessary tools for review, monitoring, reporting and compliance with reports required as per GST Act and preservation of related records in digital form.
- x) Assist NBE for availing/claiming all eligible input tax credits under GST Act.
- xi) Any other work concerning NBE related to the GST Act.

d) Scope of Work with respect to Preparation, Verification and finalization of Annual Accounts for the Year 2021-22

- i). Verification of transactions recorded regarding for their correction as per Generally Accepted Accounting Principles and booking to proper accounting heads.
- ii). Checking of the maintenance of books of accounts and records and ensure the transactions entries are duly supported by proper documents.
- iii). Reconciliation of accounts with reference to Cash Book and Bank Statements regularly at the end of every month.
- iv). Verifications of stocks Registers/Assets Register with Books of Accounts and verification of Depreciation calculation as per Income Tax Act.
- v). Verification of contingent Advances Registers & Expenditure Control Register.

- vi). Assistance at the time of Govt audit and CAG audit, as and when required. The firm will also help for Audit compliances and preparations of reply of audit observations in this regards.
- vii). Passing Reversal entries/adjustment entries, where necessary in respect of income and outstanding liability created for expenses and prepaid expenses passed in previous/earlier years.
- viii). Identifying prior period income/expenses, while passing the receipt and payment vouchers.
- ix). Ensuring that all adjustments are done on a monthly basis, which flow out of Bank Reconciliation statement.
- x). Verification of component wise, Category wise and account heads wise expenditures.
- xi). Ensuring that all the data (i.e. all the vouchers of receipt and payment) are entered into Tally Software which is being used for keeping records.
- xii). Passing of year-end adjustment entries required for accrual basis related to accrued income including interest on investments and FDs, interest on HBA etc, advances and outstanding liability for expenses as well as provision for retirement benefits on the basis of actuarial valuation and provision for depreciation.
- xiii). Passing entries in respect of assets created out of sponsored projects where the ownership vests with NBE, to merge them with the assets of NBE under respective conventional classified Heads.
- xiv). Preparation of all Schedules related to Balance Sheet.
- xv). Preparing the Annual Accounts of NBE comprising of Balance Sheet, Income and Expenditure Statement and Receipt and Payment Accounts as per the prescribed format of Accounts for Central Autonomous Bodies.
- xvi). To make a presentation of certified Annual Accounts to the Finance committee/Governing Body, if required.

e) Advice to the Executive Director-NBE

The Firm shall periodically (Quarterly) render advice to the Executive Director-NBE on the following aspects:

- i). Financial Management;
- ii). Good Accounting practices to be adopted;
- iii). Internal control mechanisms;
- iv). Audit paras and their resolutions;
- v). Non-compliances, if any;

- vi). Instruments for safe and secure investments;
- vii). Taxation matters;
- viii). Austerity measures;
- ix). Any other Finance related matter.

E. Payment Terms

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

- i). The **payment during the entire contract period** shall be made in accordance with the financial bid submitted by the selected bidder and accepted by NBE. **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 price on whatever account will be entertained.**
- ii). The price offered by the bidders will be inclusive of all expenses/ cost. Only GST will be payable extra, as applicable.
- iii). TDS under Income tax will be deducted at applicable rates.
- iv). 25% of annual fees shall be paid on quarterly basis at the end of each quarter, starting **from April, 2021** on submission of bill(s), subject to satisfactorily completion of work for that quarter.
- v). NBE reserves the right to deduct amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of NBE will be the final in this regard.

F. General clauses

- a) **Standard of performance**
 - i). The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, confidentiality & promptness. The Bidder shall adhere to accepted & recognized professional, accounting standards. The Bidder shall always support and safeguard the legitimate interests of the NBE, in any dealings with the third party.
 - ii). The Bidder shall abide by the provisions of the legislation(s), related to the Accounts and Financial Auditing Services prevalent in this country.

- iii). The successful bidder shall be liable to the NBE for financial losses by way of any system and process failure on part of the bidder.

b) **Applicable Law**

The contract shall be interpreted in accordance with the laws of the Union of India and the Government of NCT of Delhi.

- i). Governing Law and Choice of Forum:
- ii). The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at New Delhi.
- iii). Any suit/legal action filed by any third party on account of the work made by the Bidder against any item related/pertaining to this project shall be settled by the Bidder at his own cost. NBE will NOT be a party to the same.

c) **Performance Security**

- i). Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of **3% of the contract value**. Performance Security should remain valid for a period of 60 days beyond the date of completion/fulfillment of all contractual obligations of the firm.
- ii). The performance security shall be payable to the NBE as compensation for any loss resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by NBE for failure.
- iii). The Performance Security shall be denominated in Indian Rupees and shall be in the form of A/C payee Bank Draft issued by a Nationalized Bank located in India, fixed deposit receipt/Bank Guarantee from a scheduled commercial bank or online payment in an acceptable form. Such Performance Security will be valid only after its realization into NBE account.
- iv). In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as *amended for further period, so as to remain* valid for a period of 60 days beyond the date of completion/fulfillment of all contractual obligations of the firm.

d) **Governing Language**

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

e) **Penalty Clause / Liquidated Damage**

- i). Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon and cancellation of contract.
- ii). If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to NBE, a penalty@ 0.50 % of the bid value per day (subject to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by the NBE, to account for the delay.
- iii). If the delay adversely affects NBE in any way, the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The NBE may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

f) **Integrity Pact**

The Bidder should be willing to enter into an integrity pact with the NBE, not to resort to any corrupt practices in any aspect/stage of the contract. The Bidder should commit itself to the promise: -

- i). Not to offer any benefit to the employees of NBE;
- ii). Not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iii). To disclose the name and address of agents and representatives in India and Indian Bidder to disclose its foreign principals or associates;
- iv). To disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;

Integrity Pact lays down the punitive actions for any violation.

g) **Termination for Default**

- i). NBE can terminate the agreement by giving a notice to the firm for a period not less than 30 days in the event of:
- ii). If the selected firm fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
- iii). The quality of the delivery of various tasks is not up to the satisfaction of the NBE
- iv). In the event of the NBE terminating the contract in whole or in part, the NBE may get the work done from any other source, in respect of such items/services remaining incomplete / unattended upon such terms & conditions and in such a manner as it deems appropriate. In such case the Bidder shall be liable to the NBE for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.
- v). In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.
- vi). In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

h) **Confidentiality**

- i). The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the NBE's business or operations without the prior consent of the NBE. The legal liability for breach of confidentiality by the bidder and its employees solely lies with the bidder.

i) **Force Majeure**

- i). Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- ii). For purposes of this clause “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics.
 - iii). If a Force Majeure situation arises, the Bidder shall promptly notify to the NBE in writing, of such conditions and the cause thereof. Unless otherwise directed by the NBE in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - iv). The NBE may, terminate this agreement by giving a written notice of a minimum 30 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 60 days.
- j) **Resolution of Disputes**
- i). The NBE and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.
 - ii). If, after 15 days from the commencement of such informal negotiations, the NBE and the Bidder are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism. In all matters and disputes arising there under, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Bidder and the NBE shall ensure that the Project/contract continue in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the NBE or the Bidder to interfere in or prevent normal functioning of the Project.
- k) **Legal Jurisdiction**
- All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in New Delhi (India) only.

G. Definitions & Interpretations

The following bold/capitalized terms used in terms & conditions shall have the meanings set forth hereunder for the convenience of reference for this contract:

'Agreement' means this agreement, together with the schedules attached hereto;

'NBE' means the National Board of Examinations located at Ansari Nagar, New Delhi, India, acting through the Executive Director;

'Bid' means the Technical, and Financial bids;

'EMD' Earnest Money Deposit;

'Tender' means the Request for Proposal floated by NBE, issued by NBE inviting bids from various companies for the satisfactorily providing Accounting and Financial Auditing Services for the NBE, New Delhi.

H. Quotation Formats

The following forms are required to be used for submission of bid: -

Form I	:	Pre-Qualification cum Technical Bid
Form II	:	Financial Bid
Form III	:	Bid Security Declaration on non-judicial stamp paper
Form IV	:	CERTIFICATE of the BIDDER
Form V	:	Self- Declaration – No Blacklisting
Form VI	:	Details of CA Firm's Partners
Form VII	:	Undertaking to comply with tender terms & conditions

Form I: PRE-QUALIFICATION-CUM-TECHNICAL BID

Sr. No.	Criteria	Details
1.	Name and Address of firm <i>(Firm must have office in New Delhi)</i>	
2.	The CA Firm should be registered with ICAI and must possess PAN, under Income Tax and registration under GST. <i>(Provide copies of all registration certificates)</i>	
3	The CA Firm should be empanelled with C&AG of India <i>(Provide necessary evidence)</i>	Empanelment Number
4	The CA Firm should be in operation for at least 7 years after its registration. <i>(Provide necessary evidence)</i>	Year of Registration/ Starting of operation
5.	Average Annual Income (i.e. Average Gross Professional Fees)of the CA Firm for the last 3 (three) years i.e. (2017-18, 2018-19 & 2019-20) <i>(Provide copies of the Audited Financial Statements)</i>	
6.	Number of employees Working with the firm during the year last 3 years (2018-19,2019-20, 2020-21 (as on date) <i>(Necessary Documents/certificates to be attached)</i>	
7.	The CA Firm should have experience of at least 7 years in preparation of Annual Accounts, Financial Auditing and Taxation Matters (Income Tax & Indirect taxes). The firm should also have an experience of minimum 3 years in GST related matters. Details must be attached. <i>(copies of supporting documents/certificates to be attached)</i>	

Certified that the above particulars are correct. In the event of any information found to be incorrect NBE is at liberty to reject the proposal of the CA Firm.

Date:**SEAL:****Signature:** _____**Name & Designation:** _____

Form II: FINANCIAL BID

I/We, on behalf of M/ssubmit our Financial Bid for Accounting, Financial Auditing and Taxation services as per the Scope of work given in this Tender document in accordance with the terms and conditions and shall be bound by the stipulation made by me in the bid.

Sl. No.	Description of Fees	Fees		Payment Schedule
		Rupees (in Figure)	Rupees (in Words)	
1.	Fees for the work related to Financial Year 2021-22			The service provider will raise bills as per terms and conditions of payments in tender document.
2.	Fees for the work related to Financial Year 2022-23			
3.	Fees for the work related to Financial Year 2023-24			
Total				

Note:

- (i) L-1 will be decided on the basis of total fees quoted above.
- (ii) Rates to be quoted in Absolute Numbers upto 2 Decimal places only.
- (iii) Quoted rates should be excluding GST, the same will be payable as per prevailing rates, as per norms.
- (iv) Quoted rates should be free from pre-conditions regarding payments, etc, otherwise offers are liable to be rejected. Conditional offers will not be accepted.
- (v) Rates are to be quoted strictly as per the above format. No modification is allowed in the format.
- (vi) Statutory Changes in tax rate if any shall be borne by NBE. Deductions shall be made by NBE as per statutory rates and norms wherever applicable.

We undertake that the rates quoted above by us will not change during the Contract period and its extended period. We also accept the payment schedule/payment terms.

Place:**Signature and Seal:** _____**Date:****Name and Designation:** _____

Form III: Bid Security Declaration on non-judicial stamp paper

[Department of Expenditure (P.P.D.) OM No. F.9/4/2020-PPD dated 12/11/2020]

To,
The Executive Director
National Board of Examinations,
Dwarka, New Delhi

Sir,

I/We..... the undersigned, declare that: I/We understand that 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/ NBE for a period of two years 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 or its extended period, if any; 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 Bank Guarantee, in accordance with the Instructions to Bidders.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

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.

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

Form IV: CERTIFICATE of the BIDDER

(issued under Deptt. Of Expenditure, Govt. of India O.M. No. 6/18/2019-PPD dated 23/7/2020)

M/s. _____ with registered office at _____
hereby certify the following:

- a) That, our company is a Bidder for the Tender for the Accounting, Financial Auditing and Taxation Services floated by the National Board of Examinations, New Delhi;
- b) That, M/s. _____ is a firm/company registered in India and is a fully owned Indian company;
- c) That, M/s. _____ is a firm/company of Indian origin and is NOT from a country that shares a land border with India.

Further, that if the above statements are found to be false, M/s. _____ is liable for immediate termination of the Contract and further legal action in accordance to Law.

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

Form V: Self- Declaration – No Blacklisting

To,

The Executive Director
National Board of Examinations,
Dwarka, New Delhi

Sir,

In response to the Bid for Accounting, Financial Auditing and Taxation services to National Board of Examinations, I/We hereby declare that presently our Chartered Accountant (CA) firm.....is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/ Autonomous Body.

We further declare that presently our CA firm.....is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my /our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signatures

Name

Seal of the CA Firm

Place

Date

Form VI: Details of CA Firm's Partners

S. N.	Name of the Member	Designation	Membership No.	Status	
				FCA	ACA
1					
2					
3					
4					
5					
6					

Furnish the copy of the documentary evidence in support of the information provided above.

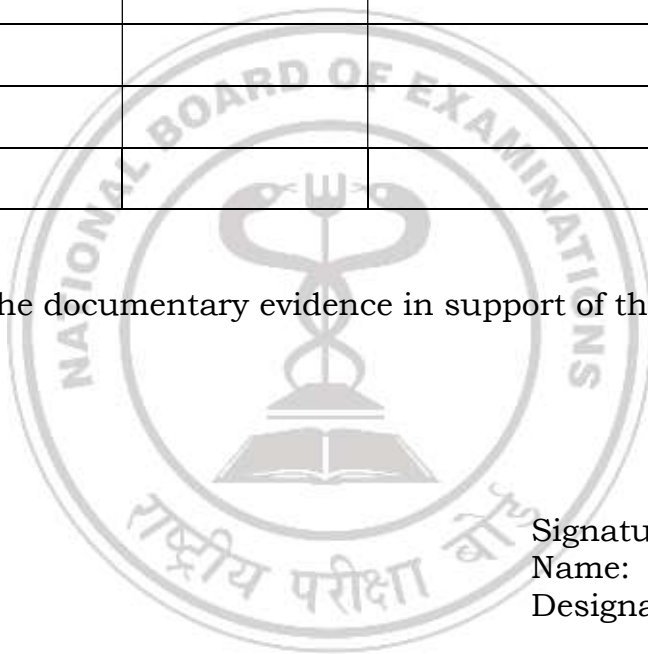
Date:

OFFICE SEAL

Signature:

Name:

Designation

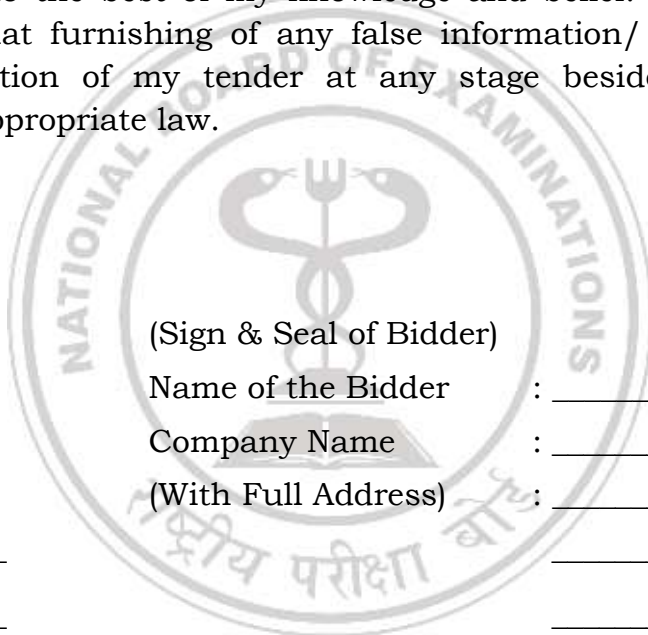


Form VII: Declaration

I,Son/Daughter/Wife of Shri.....
Proprietor/Director/Partner/authorized signatory of the firm M/s
..... (Service Provider), is competent to sign this declaration
and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the
tender and undertake to abide by them;

3. The information / documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I / we, am/ are well
aware of the fact that furnishing of any false information/ fabricated document
would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.



(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____