BID NO. NPC/Admn (01)/2025

BID DOCUMENT FOR INVITING QUOTATIONS FOR CA FIRMS AT NATIONAL PRODUCTIVITY COUNCIL

July, 2025

NATIONAL PRODUCTIVITY COUNCIL

An autonomous body under Department for Promotion of Industry and Internal Trade, Govt. of India

NEW DELHI

BID DOCUMENT COST- NIL

1

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CHAPTER-I INTRODUCTION

National Productivity Council of India (NPC), established in the year 1958, is an autonomous organization under Department for Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India. Besides undertaking research in the area of productivity, NPC has been providing consultancy and training services in areas of Industrial Engineering, Agri-Business, Economic Services, Quality Management, Human Resources Management, Information Technology, Technology Management, Energy Management, Environmental Management etc., to the Government and Public & Private sector organizations. NPC is a constituent of the Tokyo-based Asian Productivity Organization (APO), an Inter-Governmental Body of which the Government of India is a founding member.

CHAPTER 2: INVITATION TO BIDDERS & INSTRUCTION TO BIDDERS/BRIEF DETAILS OF BIDS

This bid is for "Inviting Quotations from CA Firms at National Productivity Council".

- 1. Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
- 2. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.
- 3. Tender form downloaded from the NPC website <u>www.npcindia.gov.in</u> or Central Public Procurement Portal (CPPP) website shall not tamper/modify the tender form. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tendered is liable to be banned from doing business with NPC.
- 4. The Bid along with earnest money, copies of certificates, must be delivered to the address as mentioned in the Clause 7 of the Chapter 2 on or before bid opening date/time as mentioned incritical date sheet.
- **5.** Bids will be opened as per date/time as mentioned in the Clause 7. After opening of Technical-Bid the results of their qualification and Financial-Bid opening date be intimated latter.
- 6. All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 25,000/- (Rupees Twenty Five thousands only), in the form of Bank Guarantee/Demand Draftin favour of National Productivity Council. Those Bidder's who have MSME Certificate are exempted from submission of EMD (Earnest Money Deposit) / Bid Security however, they have to submit the copy of MSME Certificate along with the Tender Document.

7. Schedule for Invitation to Bid

- a) Name of the Purchaser:
 National Productivity Council, Utpadakta Bhavan
 5-6, Institutional Area
 Lodi Road
 New Delhi – 110003.
- b) Addressee and Address: The Group Head (Finance) Utpadakta Bhavan National Productivity Council (NPC), 5-6, Institutional Area Lodi Road New Delhi – 110003.

ster

c) Name of the Contact Person for any clarification : Smt. Sweta Kumari

Director (Finance)

Utpadakta Bhavan

National Productivity Council (NPC), Queries should be submitted via E-mail –<u>sweta.kumari@npcindia.gov.in</u>

d) Important Dates :

The following table provides information regarding the important dates of the Bid processfor this Bid :

CRITICAL DATE SHEET

Published Date	07.07.2025		
Bid Document Download Start Date	07.07.2025		
Bid Submission End Date	18.07.2025 on or before 1500 hrs		

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CHAPTER 3: SCOPE OF WORK

A. Balance Sheet Preparation

- Preparation of the consolidated Balance Sheet in Excel format as per accounting standard procedure by reconciling Tally trial balance data of NPC Headquarters and 12 Regional Directorates. The Balance Sheet is to be submitted to the Statutory Auditor after a thorough review and scrutiny of the trial balances, similar to a walkthrough audit. Draft and final versions are to be prepared incorporating suggestions from the Statutory Auditor. Completion must be ensured within five working days from the receipt of data from NPC. Especially One qualified Chartered Accountant (CA) shall be deployed to provide assistance and guidance until the completion of the statutory audit during the statutory audit period only.
- 2. Preparation of the Balance Sheet for the NPC ECPF Trust in Excel format, using trial balance data from Tally, for submission to the Statutory Auditor. This includes verification of investment-related income, review of new investments, and computation of interest income in accordance with applicable Accounting Standards, including accrued interest, capital gains, and interest premium. The Balance Sheet must be completed within five working days from receipt of data.
- 3. Provide advisory support for addressing queries and resolving issues related to the preparation of the Balance Sheets for NPC and NPC ECPF Trust.

B. Income Tax Compliance

- 4. Preparation of income computation and filing of Form ITR-7 & respective Tax audit form for NPC in the Income Tax Portal in the prescribed format, as per the Statutory Auditor's report.
- 5. Preparation and submission of income computation and filing of Form ITR-5 for the NPC ECPF Trust on the Income Tax Portal in accordance with the Statutory Auditor's report.
- 6. Provide advisory support and guidance on various income tax matters, including annual return filing, TDS deductions on salary and non-salary payments, and any other queries under the Income Tax Act.
- Preparation and submission of income estimation and related documentation (online/offline) to the Income Tax Department for obtaining lower TDS deduction certificates for FY 2025– 26 and FY 2026–27.

C. Goods and Services Tax (GST) Compliance

8. Filling, Preparation, vetting, review, and verification of GSTR-1, GSTR-3B, GSTR-7 & GSTR-6 (ISD) returns on a monthly basis for the Head Office accounts, including cross-verification of Tally entries with GST Portal data. Confirmation must be provided within two working days from the date of request.



- 9. Preparation of Tally ledger entries for reconciliation of sales, tax liabilities, and input tax credit (ITC) on a monthly basis (HQ accounts only), including current and previous years.
- 10.Provide daily advisory and implementation support on queries related to various GST Act provisions.
- 11.Preparation and submission of core and non-core amendments (GST and GST TDS accounts) on the GST Portal within ten working days of request.
- 12.Preparation of detailed workings and reconciliations from tally data for GSTR-9 and GSTR-9C filings, including supporting documentation for GST audit purposes.
- 13.Ensure timely acquisition of all applicable GST registrations, including Input Service Distributor (ISD) registration, where required.
- 14.Preparation of all required documentation and working papers for GSTR-9/9C annual audit for the Head Office, for submission to the GST Auditor.
- 15.Preparation of monthly Tally entries for closing GST ledgers post-GSTR-3B filing.

D. Miscellaneous Financial and Compliance Support

- 16.Assist in preparing replies to audit queries raised during statutory audits for both current and previous years.
- 17.Assist in preparing replies to audit queries raised by the Comptroller and Auditor General (C&AG) for current and past financial years.
- 18.Provide advisory support on general accounting procedures, including recent amendments and finance-related queries.
- 19.Preparation, issuance, and signing (with UDIN) of statutory and non-statutory certificates as required by NPC for submission to regulatory bodies such as IT, GST, MCA, ministries, UN, or for tender participation and other compliance purposes.
- 20.Issuance and signing of utilization certificates submitted by NPC to government ministries, departments, United Nations & tender participation etc.
- 21.Issuance and signing of various compliance-related documents (e.g., turnover/sales certificates) as requested by NPC for submission to external stakeholders & tender participation etc.
- 22.Provide periodic assessments identifying financial, compliance, and operational risks, along with mitigation strategies to strengthen internal controls and safeguard NPC's financial interests.
- 23.AI (ex: ChatGpt, etc) replies will not be accepted.
- 24.Provide regular updates on applicable rules and regulations concerning GST, Income Tax, TDS, and accounting standards etc and ongoing guidance and support shall be provided for effective implementation.
- 25.One CA final level candidate (NPC verifies the same with ICAI certificate) with minimum 1 year of hand on experience in audit should be deployed at the NPC office on all working days. A **deduction of** □**250 per day** will be applied for any unauthorized absences above the leaves agreed by NPC & Firm mutually before start of the contract.
- 26.Provide periodic assessments identifying financial, compliance, and operational risks, along with mitigation strategies to strengthen internal controls and safeguard NPC's financial interests.

- 27.In the event of a response to any query work as per scope of work exceeding five working days, NPC reserves the right to impose a deduction of □500 per day for each day delay in reply.
- 28. Verification of compliance under various statutes applicable such as Income Tax Act, GST, Provident Fund, Professional Tax, Contract Labor Act, Foreign Contribution Regulation Act, Gratuity Act, etc.
- **E. TDS Compliance**
 - 29.Preparation, filing, and submission of TDS returns—Form 24Q (Salary) and 26Q (Non-Salary)—on a quarterly and annual basis for both NPC and NPC ECPF Trust (HQ accounts only).
 - 30. Submission of Form 16 details for salary-related & non-salary TDS cases.
 - 31. Updating details on the TDS Portal for NPC and NPC ECPF Trust.
 - 32.Preparation and submission of rectifications for previous years' TDS returns—salary and non-salary (HQ accounts only).
 - 33.Initiating action for resolving pending TDS demands for previous years under NPC's TAN.
 - 34.Reconciliation of TDS data with Form 26AS and the books of accounts for both current and prior financial years. Assist NPC in passing rectification entry in Tally.
 - 35. Downloading of justification reports, Form 16 and Form 16A, as per request of NPC.
 - 36.Provide timely advice and suggestions on all applicable laws, rules, and amendments related to TDS on salary and non-salary payments under the Income Tax Act.

F. Handling of Income Tax & GST Notices

- 37.Preparation of replies to earlier pending Income Tax and GST notices for NPC and NPC ECPF Trust for any previous financial years, ensuring timely submission.
- 38.Preparation of replies to Income Tax and GST notices received during the term of engagement.
- 39. Submission of replies (online/offline) to the respective departments.
- 40.Follow-up with Income Tax and GST authorities to close pending demands for prior years, including escalation to higher authorities when required.
- 41.Assist in the preparation and filing of GST refund claims for the previous year, including documentation and follow-up with the relevant authorities until the refund is processed.

G. Payroll

- 42. Verify that the salary calculations of both permanent and contractual employees are accurately recorded.
- 43.LTC records and pay fixation have been duly verified for accuracy and compliance.

H. Internal Audit

- 44.Conduct internal audit following by ICAI guidelines for internal audit with below percentage of sampling and submit detailed reports with actionable suggestions to improve the functioning of the finance department on monthly basis. Payment for the month will be released only after submission of Internal audit report for that month.
 - Expenses: 100% verification and audit.
 - Invoices: 100% verification and audit.
 - Purchases:
 - > For transactions of \Box 50,000/- and above: 100% audit.
 - For transactions below □50,000/-: Minimum 50% sampling, selected on a risk-based and representative basis.
 - Receipts: 100% verification and audit.
 - All other items: 100% verification.
 - In large sized payments > \Box 50,000/- verify whether the due process of approval and payment has been followed.
- 45. Review of receipts and payments.
- 46. Review of receivables and payables.
- 47. Verification of BRS of all bank accounts including outstanding entries in the previous BRS.
- 48. Verification of receipts of other income
- 49. Monitor the status/progress of various projects handled by NPC HQ.
- 50.Submission of monthly internal audit reports, which shall form the basis for release of payments.
- 51.In the event of a delay exceeding 30 days from the due date (to be submitted within 30 days of end of the month) in the submission of internal audit reports attributable to the auditor, a deduction of □250/- per day shall be imposed. However, no deductions shall be applicable if the delay is caused by NPC.
- 52.Internal audit shall be continuous, and all unresolved issues must be tracked until resolution.
- 53.Examining various systems and control procedures of payments.
- 54. Verifying the existence of assets, accuracy of records, compliance with policies, and effectiveness of controls over their acquisition, usage, safeguarding, and disposal.
- 55.All the audit parameters should be done as per GFR rules and NPC's rule wherever applicable.

CHAPTER 4: TECHNICAL CRITERIA FOR SELECTION OF CA FIRM

Location of the organisation

The CA Firm should have its Head Office or branch in Delhi or NCR.

Strength of the organisation

The CA Firm's average annual turnover of the firm for the last three years should be at lease Rs. 50 lakhs.

Empanelment of the firm with CAG &ICAI

The firm must have valid Empanelment with Comptroller and Auditor General ofIndia for the current year.

Firm should be registered with ICAI and it is valid.

Experience

The firm must have experience of 10 years in statutory audit of which at least 5 years in Government entities & 5 years in Internal audit (any organization, preference will be given for audit done in government entities).

Additional Criteria

- a. There has not been any disciplinary action initiated by ICAI or any other regulatory authority against the firm & their partners during last five years.
- b. None of the partners / employees has been convicted of any offence / economic offence.
- c. No appeal/unresolved dispute/suit/case is pending at any court in India regarding the right to carry on practice.

CHAPTER 5: MAJOR TERMS AND CONDITIONS

Discount

1

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the NPC shall avail such discount at the time of award of contract.

2 Bid Security

The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 6 of Chapter-2. The bid security is required to protect the NPC against the risk of Bidder's conduct which would warrant the security's forfeiture, as mentioned below.

The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Annexure-IV of the Bid Document or Demand Draft and shall be valid for 45 days beyond the validity of the Bid.

Those Bidder's who have MSME Certificate are exempted from submission of Performance Bank Guarantee however, they have to submit the copy of MSME Certificate along with the Tender Document.

The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 12 and furnishing the performance security, pursuant to Clause 13.

The bid security may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- b) In the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract in accordance with Clause 12;
 - (ii) to furnish performance security in accordance with Clause 13.

3 Period of Validity of Bids

Bids shall remain valid for 90 days after the last date of submission of bids prescribed by the NPC.A bid valid for a shorter period may be rejected by the NPC as non-responsive.

In exceptional circumstances, the NPC may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

4 Format and Signing of Bid

Tender bid must be submitted in the format provided by NPC. The bid must contain the name,

office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. Un-signed, un-stamped bids shall not be accepted.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents. Ambiguous bids will be outrightly rejected.

5 Terms and Conditions of Bidders

Bids with any deviations from the Scope of Work as mentioned in the Chapter-3 willnot be accepted.

6 Address for Correspondence

The Bidder shall designate the official mailing address, place, and email to which all correspondenceshall be sent by the NPC.

7 Opening of Bids by NPC

Bids (complete in all respect) received along with BG/Demand Draft of EMD will be opened on the date and time mentioned in the Chapter 6. Bid received without EMD will be rejectedstraight way. A duly constituted committee will evaluate Eligibility Criteria of bidders.

8 Criteria for Evaluation of Bids

The bidder with lowest qualifying commercial bid (L1) will be awarded the work. In case of identical Bids (Tie) by more than one Bidder, the following Tie-breaker procedure will be adopted to break the tie (in order of listing):

- i. Turnover of the Bidder: More the turnover, more the preference
- ii. Duration of Establishment: Longer the period of establishment, more the preference.

9 NPC's Right to Accept Any Bid and to Reject Any or All Bids

The NPC reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NPC's action.

10 Clarification

When deemed necessary, the NPC may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

11 Notification of Award

Prior to the expiration of the period of bid validity, the NPC will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance security pursuant to Clause 14, theNPC will promptly notify each unsuccessful Bidder and will /refund/discharge its bid security.

12 Signing of Contract

At the same time as the NPC notifies the successful Bidder that its bid has been accepted, the NPC will send the Bidder the Contract Form Annexure-III provided in the Bid Document, incorporating all agreements between the parties). Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the NPC.

13 Performance Security

Within **10 days** of the receipt of notification of award from the NPC, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Annexure-IV at the rate mentioned there.

Forfeiture of Performance Security:

In case, the tenderer/ Bidder fails to complete the service, NPC, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Security.

Failure of the successful Bidder to comply with the requirement of Clause 13 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the NPC may call for new bids.

14 Cost of Bid Document

The Bid document is free. The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the NPC. The NPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

15 Payment Schedule:

Payment will be made once in a month after ascertaining the satisfactory performance of contractual responsibility carried out in the previous calendar month on submission reports with invoice hard copies. No advance payment will be paid and no running bills will be entertained. Taxes applicable will be deducted at source.

16 Arbitration

All disputes or differences whatsoever arising between the parties out of or relating to the Tender/ Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by NPC and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996. The place of arbitration shall be at New Delhi.

17 Termination of Contract by NPC.

The contract can be terminated by the NPC, by giving a month's notice to the contractor, without citing any reason for doing so.

18 Termination of Contract by bidder.

Contract can be terminated by the contractor, if she / he / they, desire(s) so, by giving, one month's notice, to the NPC. The notice period will start, from the day of receipt of notice by the NPC.

19 Force Majeure

Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. - 35 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmostpersistent effort in the carrying out of its obligations hereunder. (c) Force Majeure shall not

include insufficiency of funds or manpower or inability to make any payment required forexecution of services under this Contract.

CHAPTER 6: PROCEDURE FOR SUBMISSION AND OPENING OF BIDS

One hard copy of Part-I & Part-II each of Bids as detailed at Chapter-8, in two separate sealed envelopes and also mentioning the name and address of the firm/bidder on the envelopes needs to be submitted in one sealed and marked master envelope labeled "Inviting Quotations from CA Firms at National Productivity Council". If any of the envelopes is not sealed and marked properly as above, the company will not assume any responsibility for its misplacement, premature opening,late opening or rejection etc.

The tender envelope is to be marked to:

The Group Head (Finance) National Productivity Council (NPC) Utpadakta Bhavan 5-6, Institutional Area Lodi Road New Delhi – 110003.

The tender should be put in the designated tender box kept at the Ground Floor at the abovementioned address of the council.

Part-II of the offer shall be opened only if the council is satisfied that the applicant satisfies and fulfils the Technical Evaluation. In case the applicant does not satisfy the Technical feasibility, Part-II shall not be opened and shall be rejected as it is. There will be no obligation on part of the Council to send any intimation to the applicant firm in case of rejection of their application.

The selection shall be done based on eligible and/or lowest bid, as the case may be, offered by theapplicants subject to the decision of the council.

CHAPTER 7: REJECTION OF BIDS

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- a. Offers of following kinds will be rejected:
 - i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer.
 - ii. Offers made through Email.
 - iii. Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
 - iv. Offers where prices are not firm during the entire duration of the contract and /or with any qualifications.
 - v. Offers which do not confirm to NPC's bid format.
 - vi. Any other criteria which NPC seems fit to reject.
 - vii. Bids NOT submitted as per the specified format and nomenclature will beout rightly rejected.
 - viii. Ambiguous and Duplicated bids will be out rightly rejected.
 - ix. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
 - x. Bid received without EMD will be rejected straight way and also EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.
- b. Any conditional bid will not be accepted.
- c. Bids will also be rejected :
 - i. If it is received after the expiry of due date & time of submission of Bids i.e.04th June, 2024 by 1500 hrs.
 - ii. If it is not received in sealed condition as specified.
 - iii. If it is not properly signed by the authorized representative of consulting firm
 - iv. If it is incomplete including non-furnishing of the requisite documents.
 - v. If it is not in compliance with any of the requirements/conditions as specified elsewhere in this document.
 - vi. Any form of canvassing / lobbying / influence, etc. will be a disqualification.

CHAPTER 8: FORMAT OF BID

The bidders are required to submit the Technical Bid and Financial Bid separately in the prescribed format attached herewith.

Part – I: Technical Bid

The Technical bid should be submitted in a separate sealed cover, super scribing "PART-I Inviting Quotations from CA Firms at National Productivity Council - Technical Bid". The technical bid shall be submitted in the format at Annexure-I.

PART - II: Financial Bid

The financial proposal (fees to be quoted both in words and figures) of the offer should be submitted in a separate sealed cover, super scribing "PART-II Inviting Quotations from CA Firms at National Productivity Council - Financial Bid". Part –II of the offer should be submitted in the format at Annexure-II.

PART –I TECHNICAL BID

S.no	Particulars	Details
1.	Name of the Bidder	
2.	Full Address of the Bidder	
3.	Firm Registration Number (if any) (Encloseproof)	
4.	PAN (attach photocopy)	
5.	TAN No	
6.	GST No. (if any attach photocopy)	
7.	Name of the Authorized Signatory	
8.	Name & address of the officer to whom all references shall be made regarding this NIQ	
9.	Telephone	
10.	Fax No.	
11.	E-mail	
12.	Mobile	
13.	• Empanelment of firm with Comptroller andAuditor General of India (Enclose C&AG empanelment proof)	
14	Experience in Auditing Government & privateEntities separately (with copies) – Statutory and Internal Audit in the last 7 years (Enclose work completion & satisfactory certificates from the organizations)	
15.	Turnover of the firm during last three financialyears(20- 21, 21-22 & 22-23) (Enclose IT or other proofs)	
16	EMD/Bid Security of Rs.25,000/- (Enclose) or MSME Certificate	

It is certified that :

- (i) There has not been any disciplinary action initiated by ICAI or any regulatory authorityagainst the firm and its partners during last five years.
- (ii) None of the partners / employees has been convicted of any offence / economicoffence.
- (iii) No appeal/unresolved dispute/suit/case is pending at any court in India regarding theright to carry on practice.

Signature	6	a la composition de la compo	

Name _____

Designation _____

Company Seal

Polent

Date

PART –II FINANCIAL BID

Annexure-II

SI. No.	Functional Role	Description	Basic Rate for 1 Yr.	GST as Applicable	
				%	Amount
1	2	3	5	6	7
2	Engagement of CA Firm	Engagement of CAFirm at National Productivity Council			

TOTAL AMOUNT (5+7) IN RUPEES (in figures)

(in words)

Signature _____

Name_____

Designation _____

Company Seal

Date _____



CONTRACT

THIS AGREEMENT made this day of between National Productivity Council, (hereinafter referred to as "**the Purchaser**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and having its Office at (hereinafter referred to as "**the Vendor**") which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for Inviting Quotations from CA Firms at NPC, HQ with the Vendor, for the various offices National Productivity Council or any other location as indicated by NPC, and has accepted to pay to the Vendor the contract amount for provisioning of related Services at a total cost not exceeding (Rupees) (hereinafter referred to as "the Contract Price").

AND WHEREAS the Vendor has agreed to provide Services as listed in Bid Document No_____, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - A. Bid Document No_____regarding "Inviting Quotations from CA Firms" in the office of National Productivity Council,
 - B. Clarifications, if any, issued by the Purchaser.
 - C. Commercial bid submitted by the Vendor.
 - D. Notification of award vide Order No._____dated_____issued to the Vendor.
 - E. Acceptance of notification of award by the Vendor vide Vendor Letter No._____dated
- 3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of Services as listed in Table below and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

SI. No.	Functional Role	Description	Basic Rate for 1 Yr.	GST as Applicable	
				%	Amount
1	2	3	5	6	7
2	Engagement of CA Firm	Engageme nt of CA Firm at National Productivity Council			

6. Period of Contract : One year from the date of acceptance of the notification of award.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for & on behalf of M/s	Signed, sealed and delivered for and on behal of the National Productivity Council		
Signature Name Designation	Signature Name Designation		
Address	Address		
Date Place : New Delhi	Date Piace New Delhi		
In the presence of:	In the presence of:		
Signature	Signature		
Name	Name		
Designation	Designation		
Date	Date		
Place : New Delhi	Place New Delhi		

Annexure-IV

PERFORMANCE BANK GUARANTEE (To be stamped in accordance with Stamp Act) The non-judicial stamp paper should be in the name of issuing Bank Bank Guarantee No.....

Ref.....

Date.....

To National Productivity Council 5-6, Institutional Area Lodi Road, New Delhi-110003

Dear Sirs,

2. We......(Nam

e & Address of Bank Branch) having its Head office at

(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

- 3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligationsunder these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
- 4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
- 6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs(in words & figures) being the 3% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid up to; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this......day of......20.....at....

WITNESS

(Signature)

.....

(Signature)

.....(Name)

.....(Official (Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

Address)