

REQUEST FOR QUOTATIONS (RFQ)
FOR
EMPANELMENT OF CHARTERED ACCOUNTANCY FIRM
AT
**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION
ANDRESEARCH (NIPER) AHMEDABAD**



Situated at
Palaj, Opp. Air Force Station Headquarters Gandhinagar -
382355, Gujarat (INDIA) Phone: 079 – 66745555

National Institute of Pharmaceutical Education and Research-Ahmedabad, Gandhinagar (hereinafter referred to as the "Institute") invites Request for Quotations through e- Procurement on CPP Portal from well-established reputed Chartered Accountancy Firms (Hereinafter called 'Firm') having relevant experience for providing Accounting, Taxation and Auditing services as per scope mentioned hereinbelow. The period of contract is initially for one year and further extendable up to three years (with yearly extension in each case) based on satisfactory completion of contract every year on mutually accepted terms and conditions, subject to price escalation not exceeding 10% for each such yearly extension.

1	RFQ Reference Number	NIPER-A/RFQ/2023-24/01
2	Name of RFQ	Empanelment of Chartered Accountancy Firm
3	Location	National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Palaj, Opp. Air Force Station Headquarters Gandhinagar - 382355, Gujarat
4	Estimated Cost	Rs. 7.8 Lakhs + Taxes
5	Tender Fee (Non-refundable)	Rs. 1180/- (In favour of "NIPER Ahmedabad POI")
6	Earnest Money Deposit (EMD) / Security Deposit (Refundable)	Rs. 30,000/- (In favour of "NIPER Ahmedabad")
7	Bid Submission Start Date and Time	May 29, 2023 at 04:00 pm
8	Pre-bid Meeting Date and Time	June 05, 2023 at 11:00 am
9	Bid Submission End Date and Time	June 19, 2023 up to 04:00 pm
10	Technical Bid Opening Date	June 20, 2023 at 04:00 pm
11	Financial Bid Opening Date	Will be separately notified to technically shortlisted/ qualified bidder
12	Queries (if any)	No queries shall be entertained after due date and time of bid submission
13	Period of service	1 Year (Extendable up to 3 years)
PURCHASE SECTION National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Palaj, Opp. Air Force Station Headquarters Gandhinagar - 382355, Gujarat (INDIA) Phone: 079 – 66745555 (Extn 108); Email: purchase@niperahm.res.in		

The RFQ document along with other details may be viewed and downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.

Part-A General Terms and Conditions

1. All the prospective bidders, before preparing the RFQ and submitting the same must go through the contents of entire RFQ carefully and note the same for compliance. Any deviation or non-compliance of the information/instructions, provided in the RFQ document may result in treating the RFQ as non-responsive.
2. Offers in the proposal should be written in English and price should be written in both figures and words. The offer should be typed or written in pen ink or ball pen. Use of pencil will be ignored. The relevant supporting documents as mentioned or required should be enclosed along with the offer.
3. **Pre-Bid Meeting:** NIPER Ahmedabad shall hold a pre-bid meeting in order to clarify and discuss issues with respect to the tender. The meeting shall be held at Conference Room, NIPER Ahmedabad situated at Palaj, Gandhinagar as per the mentioned schedule. Any request or clarifications in writing must be sent to Purchase Section Email ID purchase@niperahm.res.in one day before the scheduled pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
4. At any time prior to the deadline for submission of proposals, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFQ document by amendment.
5. The corrigendum will be published on Institute website and CPPP. In order to afford reasonable time to the prospective applicant, in which they can take corrigendum into account in preparing their proposal, the Institute may, at its discretion extend the deadline for the submission of proposal.
6. Technical requirement proposal will be opened on **June 20, 2023 at 04:00 pm**
7. Date and time of opening of financial proposals will be decided after technical proposals have been evaluated by the Institute. Financial Proposals of only those applicants will be opened, who qualify the eligibility criteria, on the specified date and time. The date, time & place of opening of the financial proposals will be intimated in due course of time.
8. The applicants are requested to read the RFQ document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the applicant from the RFQ exercise.
9. Unresponsive bids or bids having zero bid value, will be treated as null and void hence may stand rejected.
10. The Institute reserves the right to reject any or all RFQ(s), wholly or partly or close the RFQ at any stage prior to award of contract without assigning any reason whatsoever.
11. The bidder shall be required to submit Earnest Money of an amount of INR 30,000/- and Tender Fee of an amount of INR 1180 in the form of account payee Demand Draft / Banker's Cheque from any of the Scheduled Commercial Bank. No bid shall be accepted without the Earnest Money Deposit and Tender Fee. However, relaxations provisioned in GFR 2017 and its amendment thereof, shall be applicable. Micro and Small Enterprises having valid registration with MSME or NSIC / SSI or Udyog Aadhaar/ Udyam Aadhar in respect of procurement of goods and services, produced and provided by MSE are eligible for exemption according to government policies. The valid MSME/NSIC/SSI or any other certificate made for the Bonafide purposes should be enclosed, if applicable.

12. Demand Draft / Banker's Cheque should be sent/posted/couriered/given in person to Purchase Section, NIPER Ahmedabad, Opp. Air force Station, Palaj, Gandhinagar- 382355, Gujarat (INDIA) in a sealed envelope super scribing boldly Tender Number and Due date, so as to reach before the due date and time. Offers opened without receipt of EMD and Tender Fee before due date and time will be rejected. **EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from tender in any respect within the period of validity of the tender.** The details of the DD or BC, physically sent, should tally with the details available in the scanned copy and the dataentered during bid submission time otherwise the uploaded bid will be rejected.
13. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
14. Bids would be rejected, if the bidder resorted to either directly or through an agent in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
15. Submission of bid documents should not automatically be construed that the bidder is considered qualified. NIPER-Ahmedabad authority has the right to reject any or all bids on technical /administrative grounds without assigning any reason.
16. The acceptance of the bid will rest with the **Director, NIPER-A**, who does not bind to accept the lowest quotation and reserves the right to herself/himself to reject or accept,partially or all the quotations received, without assigning any reason. The Director, NIPER-A further reserves the right to withdraw the RFQ or part thereof or modify the requirements without assigning any reason and the right to relax any of the conditions in the best interest of the Institution.
17. Director, NIPER-Ahmedabad shall be the final authority for settlement of any dispute, and his/her interpretation of any clause/term/condition(s) of this document shall be final and binding, and the jurisdiction of Court of Law shall be Gandhinagar.
18. Preparation Cost: The Applicant shall solely bear all costs associated with the preparation and submission of the proposals, including the Office visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the RFQ process. In no case such costs shall be reimbursed by the Institute.

Part-B Eligibility Criteria

Eligibility Criteria: Agencies fulfilling the following requirements shall only be eligible to apply:

1. The Firm must be currently registered with Institute of Chartered Accountants of India/ Institute of Cost Accountants of India and copy of Registration Certificate must be submitted.
2. The Firm must be registered with Comptroller and Auditor General of India (CAG) for FY 22-23/23-24
3. The Firm should be in existence from 3 years. Certificate from ICAI or ICMAI to this effect shall be enclosed with documents.
4. The Firm shall have experience of having successfully completed similar works during **last 3 years** “Similar work means Internal Audit/ Finalization of Accounts/ statutory compliances of Central Government funded - bodies/ Universities/ autonomous bodies OR Central Public Sector Undertakings with minimum duration **of one year.**” Copies of work order/ work completion certificate to be enclosed.
5. The Firm should have minimum 2 partners.
6. The Firm must have an average turnover of Rs. 25 Lakh for the last three Financial Years. A valid certificate from a Chartered Accountant with UDIN shall be enclosed for this purpose.
7. The firm or any of its partners/members should not be debarred as on the date of the and / or blacklisted by any Central Government and / or any State Government Department(s) and the Applicant should declare any litigation in any of the Court(s). An affidavit to this effect on Non-Judicial Stamp paper shall be enclosed with the technical proposal. Form F enclosed.
8. The Firm shall not be eligible to apply if:
 - A. The firm or any of its partners has any pecuniary or other interest in the NIPER such as faculty, examiner, observer etc.
 - B. Any of the partners of the firm or their relative is / was an employee of NIPER- A during the current year and immediate past three years i.e., from 1st April, 2020 till date.
 - C. The audit firm is having association with foreign audit firms.
9. Declaration: The Firm while expressing their interest shall be required to submit a declaration that they do not suffer from any of the above disqualifications and the details furnished in this regard are true and correct. Any incorrect information furnished will lead to rejection of the application.

Part-C Scope of Work

1. Preparation and filing of all applicable tax returns (Income Tax, TDS, GST etc) on the Institute within due dates and preparation of related data.
2. Preparation and submission of replies/queries/ notices by Tax authorities and represent Institute in such issues.
3. Pre-audit of
 - (a) All type of payments, receipts, debit notes and Journal vouchers
 - (b) Bank Guarantees and other documents of security
 - (c) Salary payments including TDS deduction and compliance of statutory laws
 - (d) Salary increments,
4. Verification of Accounting adjustments/ rectification of errors, omissions in books of accounts and clearing suspense entries on monthly basis.
5. Preparation of monthly bank reconciliation statements and certifying the same.
6. Full assistance in preparation and finalizing the Annual Accounts of the Institute as per the format prescribed by the CAG.
7. Handling and management of external audits and preparing replies of the observations of audit teams within stipulated time frame.
8. Auditing of Utilization certificates prepared for various Project grants and Departmental grants as and when required by the Funding Agencies/ Other Authorities.
9. Annual physical verification of Institute Assets, Stores and consumables etc.
10. Periodical scrutiny of trial Balance, Ledger etc to find and remove errors timely.
11. Any other work assigned by the Institute officials viz Director, Registrar
12. The following events/occurrences shall be reported specifically:
 - (a) Losses due to theft, negligence, fraud, breach of trust etc.

Part-D Scheme of Evaluation of Bids

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the RFQ documents. A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. The Table with weightage is given hereinbelow. 50% weightage would be given to the technical evaluation and 50% weightage would be given to the financial bid. The bidders securing 50 and above marks will be considered qualified and rest will be disqualified.

First Stage:

- a) Technical proposals of those firm shall be opened who has submitted required EMD and Tender Fee, *as applicable*.
- b) Thereafter, a technical evaluation shall be carried as per the evaluation parameters provided in the “Eligibility Criteria” section.
- c) The technical proposal scoring at least 50% of the marks shall be considered as “Qualified on Technical Parameters”. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFQ, and particularly the Eligibility criteria in PART ‘C’ above or if it fails to achieve the minimum technical score (i.e., at least 50%).

Second Stage:

- a) Financial proposals shall be opened only for the bidders who have qualified on Technical Parameters. Financial Proposals of the firms which have not qualified on technical parameters shall remain unopened.
- b) In evaluation of the proposals the Quality Cum Cost Based Selection (QCBS) process shall be followed as per the formula given below.

To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure. The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$FS = 100 \times LFP / FP$ where:

FS is the financial score of the Financial Proposal being evaluated, LFP is

lowest priced Financial Proposal,

FP Financial Proposal under consideration. TS:

Technical Score

(For example, L1 is 5.4 lakh and the proposal under consideration is of 6.2 lakh then the FS will be $100 \times 5.4 / 6.2 = 87.1$)

- c) Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 50% and 50% respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each bidder. After approval of the competent authority, successful consultant will be notified. The competent authority reserves all rights to accept or reject any or all proposals without assigning any reason for his decision.
- d) After evaluation of technical proposals, a list of the qualifying Applicant(s) shall be made. Short-listed Applicant(s) shall be informed of the date, time and place of financial proposals opening and they may depute their representative/s to attend the same on the scheduled date & time.
- e) Final calculations will be $TS \times 50\% + FS \times 50\%$. The party scoring the highest marks shall be awarded with the tender.

S. No.	Particulars	Minimum Criteria	Max Marks	Evaluation Criterion
1.	Number of Full Time Partners associated with the firm. (As per certificate of ICAI/ICMAI) (Minimum partners must be 3)	2 Partners	20	2 CA/CMA as partners = 15 marks More than two CA/CMA partners = 20 marks
3.	*Turnover of the firm (Average annual turnover in last three financial yrs. (2020-21 to 2022-23))	Minimum Rs.25 Lakhs	15	Rs 25 Lakh-50 Lakh = 10 marks Rs.50 Lakh and above = 15 marks
4	No. of assignments/ contracts for more than a year: Experience of Internal Audit/ Annual Accounts/Taxation of Educational Institution/ Autonomous bodies with Central Govt Grant during last 3 years. (2020-21 to 2022-23)	1 Assignments	15	1 assignments = 10 marks More than 2 assignments = 15 marks

* NOTE: For the vendors having valid MSME/NSIC/Start-up India certificate, the criteria under "Turnover of the firm" and/or "Firm Existence" will not be applicable and such vendors will be awarded with minimum or more marks for the criteria on the basis of the documents submitted.

Part-E INFORMATION AND INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates.

The instructions are available under the document "Instructions_To_Bidder_for_Online_Bid_Submission.pdf" available at <https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>

Part-F INSTRUCTION FOR e-PROCUREMENT

PREPARATION AND SUBMISSION OF BIDS

- a. The detailed RFQ documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of RFQ. The RFQ may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. EMD / Tender Fee and Technical Bid should be upload online in cover-1 and Financial Bid in '.pdf' should be upload online in cover-2

SUBMISSION OF THE BID

All interested eligible bidders are requested to submit their bids online on CPP Portal <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. EMD / Tender Fee and Technical Bid should be upload online in cover-1
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid Covers should be placed online on the CPP Portal <http://eprocure.gov.in/eprocure/app>

TECHNICAL BID

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal <http://eprocure.gov.in/eprocure/app>

a) List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:

- i. Scanned copy of Certificate of Incorporation / Valid Registration Certificate of the Firm
- ii. Scanned copy of empanelment with CAG for FY 22-23/23-24
- iii. Resumes of key personnel for checking of additional qualifications
- iv. Scanned copy of PAN /TAN/GST
Scanned copy of Experience certificate/Appointment order for execution of similar work at Central Government/ Autonomous Institutions/ Government Research Centers/ Universities.
Scanned copy of Work orders certificates to this effect.
- v. Scanned copy of Certified financial statements for Annual financial turnover for the last three financial years
- vi. Scanned copy of valid MSME / NSIC / SSI certificate, *If applicable*
- vii. Scanned copy of Non-Blacklisting Certificate
- viii. Scanned copy of Declaration for acceptance of RFQ terms and conditions
- ix. Scanned copy of Declaration regarding point 8 of the Part B-Eligibility Criteria
- x. Scanned copy of Declaration regarding point 9 of the Part B-Eligibility Criteria.

FINANCIAL BID

- a. The currency of all quoted rates shall be **Indian Rupees (INR)**. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this RFQ document. The financial bids should be uploaded on line as per the specified '**.pdf**' format i.e. Price Bid attached as '**.pdf**' with the RFQ and based on the scope of work, service conditions and other terms of the RFQ document. It should include all costs associated with the Terms of Reference / Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the RFQ are inclusive of all applicable taxes, duties etc., except service tax. The service tax component shall be re-immersible by the department after receipt of paid challans etc. if applicable.

LAST DATE FOR SUBMISSION OF RFQ

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The NIPER Ahmedabad may, at its own discretion; alter/extend the last date for submission of RFQs.

BID VALIDITY

- a. All the Bids must be valid for a period of 75 days from the last date of submission of the RFQ for execution of Contract. However, the quoted rate should be valid for the initial / extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, NIPER Ahmedabad may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 75 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD / Bid Security.

MODIFICATION / SUBSTITUTION

WITHDRAWAL OF BIDS

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

REJECTION OF THE BID

The bid submitted shall become invalid and Tender fee shall not be refunded if:

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document

Part-G Award of work and related Terms and Conditions

1. Award of Contract: After due evaluation of the financial proposals, the Institute will award the contract to the selected bidder/applicant (hereinafter referred to as the “Service Provider”).
2. Commencement of Contract: The Service Provider shall commence the work on receipt of letter of intent (LOI) / work order which shall be accepted by the Service Provider within not more than 7 days from the date of receipt of letter of intent (LOI) / work order.
3. Performance Security
 - a) The Service Provider shall be required to furnish a Performance Security on or before contract commencement for an amount equivalent to 10% of the total award value in the form of irrevocable bank guarantee issued by any Scheduled commercial bank within 7 days of accepting the work order.
 - b) The performance security, as furnished by the Applicant, shall remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and the Service Provider.
 - c) In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of performance security shall also be extended by the Service Provider accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the Service Provider obligations for the extended period.
 - d) Failure of Service Provider to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / performance security.
4. Termination of Contract: The Institute reserves the absolute right to terminate contract forthwith, if found that contract continuation is not in public interest such as: -
 - a) If the Service Provider fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Institute. If the Service Provider fails to perform any of the obligation(s) under the contract.
 - b) If at any later date, it is found that the documents and certificates submitted by the Service Provider have been incorrectly furnished / represented, in any manner, are forged or have been manipulated, the work order issued to the Service Provider shall be cancelled and performance security issued to the Institute shall be forfeited without any claim whatsoever on Institute and the Service Provider shall be liable for action as appropriate under the extant laws.
 - c) The Service Provider is not eligible for any compensation or claim in the event of such cancellation.
 - d) In the event of any default in performance/unsatisfactory performance of the Empaneled Firm and/or failure in timely submission/non submission of return/required documents, contract shall be terminated by issuing 30 days’ notice by Institute in this regard. Likewise, the Empaneled Firm may also initiate the request for discontinuation with 45 days advance notice period.

Part-H Responsibilities and Obligations of Service provider

1. Quantum of work and Deployment of Resources
 - a) The Service Provider will depute a full time qualified and experienced employee having minimum qualification of CA/CMA at the Institute. (Hereinafter called “Representative”). The said employee should be on the payroll of the firm for more than last 1 (One) year from the last date of bid submission.
 - b) The Representative shall be present during the Institute working hours.
 - c) The Representative has to mark his attendance through the attendance system maintained at the Institute.
 - d) The Representative shall have the proper authorization letter and power of attorney to seal and sign on behalf of the firm.
 - e) Absence of Representative from the Institute Office for more than 4 hours will be considered as absence and bill of the firm will be adjusted accordingly.
 - f) For every absence, other than national holidays and weekly offs, payment equivalent to the total annual contract value / 365 is liable to be deducted from bill amount.
 - g) Other Members of the team, if any employed by the firm *suo-moto*, must be at least Post Graduate in Commerce.
2. The Service Provider shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The Service Provider shall indemnify the Institute from any claims in this regard.
3. The responsibility of correctness and accuracy of accounting records will lie with the Service Provider.
4. Standards: The work should be carried out in accordance with the generally accepted accounting practices/principles/Income Tax Act/GST Rules/ GFR 2017/ Purchase manual and other Government of India rules and regulations/Accounting standards issued by the Institute of Chartered Accountants of India (ICAI), directives of Reserve Bank of India, guidelines of ADB/WB and other relevant enactments and notifications published by Central and State governments on time to time. The Service Provider should accordingly consider materiality when planning and performing the work.
5. Empaneled Service Provider shall prepare and file all statutory tax returns well before due dates. Similarly, the Service Provider shall prepare and submit reply of queries / notices issued by Income tax / GST and other taxation Authorities to NIPER-A within the time limit prescribed by the authority concerned. Other matter /work that will be assigned to consultant from time to time in respect of taxation/accounting/financial matters shall be carried out by the firm promptly.
6. In the event of delay on the part of the Service Provider in filing of returns on due date an amount equal to the penalty and interest imposed by the tax authority plus 5% of the penalty and interest amount shall be recovered from the firm.
7. It shall be the sole responsibility of the firm to comply with all the relevant provisions in time and any interest/penalty/fine due to violation/non-compliance of any rule/regulation/provision will be borne by the firm.
8. The payment till last day of working will be paid to the firm.
9. A reasonable Penalty may be imposed on the Service provider by the Institute, as decided by it, if it is found that the Service Provider failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the Service Provider after giving a written notice.
10. The certificate regarding the accuracy of accounts and correctness of transactions being maintained at the Institute should be given on monthly basis by the firm.
11. Service Provider will maintain high standards of integrity and professional ethics and morality while handling the work of the Institute and dealing with the Institute and its officials. If it is found that this condition of confidentiality is compromised by the Service Provider then the Institute will be at liberty to take further steps (e.g. requesting ICAI/ICMAI for cancellation of license of the Firm) against the Service Provider.

12. NIPER-A Gandhinagar is an institute of national importance and hence, the accounting records and information related to the Institute shall be handled by the Service Provider in a confidential manner and must not be shared with any outsider. No record of the Institute shall be taken outside of the Institute in any case.
13. Any losses sustained by Institute due to negligence of Service Provider's services in the form of any Penalty/ Interest/ Late fee/ loss / damage of property (including those attributable to individual employees/ manpower engaged by the service provider) will be recoverable from the Service Provider, as the money value shall be estimated by the Institute. The decision of the Institute in this regard will be final and binding on the Service Provider.
14. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
15. Any action on part of Applicant to influence any Officer of the Institute or canvassing in any form shall make the RFQ liable for rejection.
16. The Service Provider shall take adequate care in engaging qualified and suitable manpower, including appropriate verification of their character and antecedent. If in the opinion of the Institute authorities, the performance of any of manpower deployed is satisfactory or he / she is not amenable to discipline or their behavior is not conducive to retain them for the work, he / she should be replaced immediately on such request.
17. Representative deployed by the Service Provider shall be employee of the Service Provider and Service Provider will be solely responsible for any claim whatsoever arise against any service covered under the contract.
18. The Institute shall not be responsible or liable under any laws / or rules or in any case that is in force or that may come in force from time to time in respect of the claim raised by Representative deputed by the Service Provider.
19. It will be the prime responsibility of the Service Provider to provide a suitable substitute to the Institute, if any manpower is absent from duties.
20. The payments of services by the Institute will be affected on quarterly basis in conformity with the other terms and conditions of the RFQ. The mode of payment of the agreed fee to be made in consideration of the assignment to be performed by the firm shall be in the following stages: -
 - a) A monthly statement of work performed during the month by the Consultant CA/CMA team has to be submitted to the Registrar on 5th day of each following month or the next working day in case 5th of the month is a non-working day.
 - b) 10% of the contract amount will be with-held from the last instalment (4th Instalment) and the same shall be released after 3 months period subject to no demand from taxation authorities is received for non-filing/ late filing of statutory returns of Income tax/GST etc. and satisfactory completion of assignment.
 - c) Payment will be made in quarterly equal instalments at the end of each quarter from the commencement of work subject to satisfactory completion of work assigned to firm. The Bills will be verified by Institute before making payment. All relevant taxes will be deducted as per prevalent rules and regulations by NIPER-A. Deductions will also be made for absence of Representative/CA as mentioned above.
 - d) All payments/refunds shall be made electronically in the bank account of the firm, the details of which have been submitted with financial proposals. Payment will be made in Indian National Rupee (INR) only.

Part-I Other Terms and Conditions

1. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.
2. No interest on performance security deposit shall be paid by the NIPER Ahmedabad to the Bidder.
3. Any conditional RFQ shall be rejected summarily.

4. SIGNING OF RFQ

Individual signing the RFQ or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
 - b) A partner of the firm, if it is a partnership firm in which case, he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - c) Any other officer duly authorized by the Competent Authority of the Company, if it is a company, etc.
5. A person signing the RFQ form or any document forming part of the RFQ on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, NIPER Ahmedabad may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
 6. The bidder should sign and affix his firm's stamp at each page of the RFQ and all its annexure as the acceptance of the offer made by Bidder will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM RFQ document.

7. SUBLETTING OF WORK

The firm shall not assign or sublet the contract/work/job or any part of it to any other person or party. The RFQ is not transferable.

8. ARBITRATION

- a) If, at any time, any question dispute or difference of whatsoever nature arise between the purchaser/Institution and the bidder/contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to sole arbitration of a nominee of the purchaser/University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996 (Amended up to date) and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the Institution whose name is approved by the Competent Authority. It will not be objectionable if the Sole arbitrator is an officer of the Institution and he has expressed his views on all or any of the matter in question of dispute or difference.

- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall, if reasonable possible continue/ during the arbitration and proceedings and no payment due or payable by the purchaser/ Institution shall be withheld on account of such proceedings.

9. LEGAL JURISDICTION

All legal proceedings in connection with this contract shall be subject to territorial jurisdiction of the Courts situated at Ahmedabad/Gandhinagar only.

Form B

FINANCIAL / PRICE BID

Date: _____

To,
The Director,

National Institute of Pharmaceutical Education and Research Ahmedabad
Opp. Air force Station Headquarters, Palaj, Gandhinagar-382355, Gujarat, INDIA

Subject: Financial / Price Bid

Ref. RFQ No.: NIPER-A/RFQ/2023-24/01 dated 29/05/2023 for Empanelment of Chartered Accountancy Firm

Sir/Madam,

I/We, M/s. _____ wish to submit our offer for Empanelment of CA/CMA firm at NIPER Ahmedabad as below:

Name of Service to be provided	Rate/ Price per annum	Taxes	Total

I/We agree to forfeiture of the earnest money/security deposit, if I/we fail to comply with any of the terms and conditions in whole or in part lay down in the contract form. We have carefully read the terms and conditions of the contract and are agreed to abide by these in letter and spirit.

Date: _____

Signature _____

Name and Address of the Firm: _____

Telephone No.: _____

Mobile No.: _____

NOTE: NOT TO BE SUBMITTED WITH TECHNICAL BID

Form C

DECLARATION FOR ACCEPTANCE OF RFQ TERMS AND CONDITIONS

Dated: _____

To,

The Director,
National Institute of Pharmaceutical Education and Research Ahmedabad
Opp. Air force Station Headquarters, Palaj, Gandhinagar-382355, Gujarat, INDIA

Subject: Declaration for Acceptance of RFQ Terms and Conditions
Ref. RFQ No.: NIPER-A/RFQ/2023-24/01 dated 29/05/2023 for Empanelment of Chartered Accountancy Firm

Sir/Madam,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred RFQ document, addendum & corrigendum.

That I/We shall supply the service of requisite quality and standard.

That I/We undertake that the information given in this RFQ are true and correct in all respect and I/We hold the responsibility for the same.

I/we declare that all the provisions of this RFQ are acceptable to my company unconditionally. I/we further certify that I'm an authorized signatory of my company and am therefore, competent to make this declaration.

Signatures of the Bidder with Name :

Designation :

Company's Seal :

Date :

Place :

Form D

No. of assignments/contracts for more than a year: Experience of Internal Audit and Annual Accounts of Educational Institution/ Autonomous bodies with Central Govt Grant during last 3 years. (2020-21 to 2022-23). Attach **Work orders/ Work completion certificate** as proof. Separate sheet may also be enclosed, if required.)

S.No.	Name of Client with contact Details	Category / Nature of work	Duration of Contract	Contract Value
1.				
2.				
3.				
4.				

Note: - Please furnish at least two references of senior executives as under: -

S. No.	Name with Designation	Name of Company/Firm	Landline No.	Mobile No.	Email ID	Address
(a)						
(b)						

Copies of relevant documents are to be enclosed in support of above information. Turnover during the last three years

S. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed / Not Enclosed
1.	2022-23		Y / N
2.	2021-22		Y / N
3.	2020-21		Y / N

Copies of relevant documents are to be enclosed in support of above information.

Cont...

Undertaking

- (a) I hereby certify that all the information furnished above are true and correct to the best of my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

- (b) I also certify that, I have understood the complete scope of work; all terms and conditions indicated in the RFQ document and completely accept all of them.

Signatures of the Bidder with Name :

Designation:

Company's Seal:

Date : Place :

Form F

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN RFQ

(To be executed & attested by Public Notary / Executive Magistrate applicable non judicial Stamp paper by the Applicant)

1. I / We _____ (Applicant) hereby declare that the Applicant namely

M/s _____ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government RFQs in India and has no litigation in any of the Labour Court(s).

(Or)

I / We _____ (Applicant) hereby declare that the Applicant namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government RFQs for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm / company is entitled to take part in Government RFQs.

2. In case the above information found false, I / we are fully aware that the RFQ / contract will be rejected/cancelled by Director, NIPER-A Gandhinagar, and EMD / Performance Security shall be forfeited.

3. In addition to the above, Director NIPER-A Gandhinagar will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

Seal & Signature of the authorized signatory of the agency