

No. 10(01)/2022-NICSI

Date: 03.10.2022

To,

M/s. Arvind Rattan & Co.
D-242, 3rd Floor, C.R. Road
Laxmi Nagar, Delhi-110092

Kind Attn. Mr. Arvind Kumar Gupta, Mobile No. +91-9213992551
Email id:akguptaaca@yahoo.co.in

Subject:- Empanelment of selected Agency consequent upon finalization of Tender No. NICSI/TAX CUM ACCOUNT CONSULTANT/2022/10 for Hiring of Services of a 'Tax cum Accounts Consultant' firm for NICSI.

Dear Sir,

I am directed to refer to your financial bid in response to our Tender No. NICSI/TAX CUM ACCOUNT CONSULTANT/2022/10 for Hiring of Services of a 'Tax cum Accounts Consultant' firm for NICSI and to inform you that the competent authority of NICSI has decided to empanel your firm on the following terms and conditions and prices mentioned in this empanelment letter.

This empanelment will be **initially for a period of 2 (two) years** from the date of issue of the empanelment letter at the rates finalized through this empanelment. The empanelment can be extended for further period of one year, through mutual consent, based on the satisfactory performance of the firm. 10% increase on the current rates shall be admissible every year of completion of services.

Part-I		
APPROVED RATES		
Sl. No.	Particulars	Charges Per Person/ Month (in INR)
1.	CA with 3 years post-qualification experience (Category1)	Rs. 48,998/- (Forty Eight Thousand Nine Hundred Ninety Eight Only)
2.	CA with 5 years post-qualification experience (Category2)	Rs. 83,998/- (Eighty Three Thousand Nine Hundred Ninety Eight Only)

Note:-

(The applicable taxes shall be extra. For appearing outside station in any matter, the Representatives of the firm would be allowed travel & other facilities as per entitlement to Dy. Manager in NICSI).



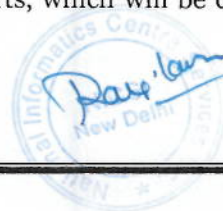
Rav. Kumar
NICSI
New Delhi

- a) Qualified CA professional must be available with NICSI on full-time regular basis for (i) Accounts cum Tax related matters and (ii) Tenders floating/ empanelment of firms/ issue of PT's/ Work Orders, etc. NICSI may however, hire the services of more such experienced CAs or fresher CAs at the above rates from time to time as per its requirements.
- b) The Consultancy Service has to be carried out for whole of the year at NICSI premises and NICSI reserves the right to seek advice on Tax, Accounts, Audit and Tender etc. related issues as many times as it deems fit.
- c) NICSI reserves the right to engage at any time any other firm as Consultant for advice or specific tasks, as and when required, in addition to the empanelled firm. NICSI is not bound to give justification for choosing any other firm, as per requirement.
- d) The agency agrees to all the terms & conditions of this empanelment or tender.

Part-II

SCOPE OF WORK

- I. This empanelment is for hiring of a firm as **Tax cum Accounts Consultant** to advise NICSI on all day-to-day tax, accounts, audit, tenders etc. related matters. The firm will have to provide **one or more CAs** on full time basis as per NICSI's requirement from time to time & as per the L1 rates, as approved for one CA professional (With 3 years or 5 years' experience as the case may be).
- II. Any software/tools used for computation should be provided by the firm.
- III. Tax cum Accounts Consultant would advise NICSI on:
 - a. Any labour/tax related issue to perform NICSI's services such as P.F/E.S.I/TDS/ Income Tax/ GST/Custom etc. and any other levies imposed by Govt. from time to time, which are mandatory for statutory compliance.
 - b. Any type of Tax which will be introduced by any government in future needs to be addressed well in time to deliver NICSI services uninterrupted.
 - c. Verification of tax calculation sheet & returns(GST, Income Tax, TDS on IT/GST), which is liable as per provisions in Tax rules monthly/ quarterly as applicable and its revision, if required.
 - d. Tax planning and its provision in advance as per NICSI business.
 - e. Study & analysis of various tenders to be floated by NICSI and to advice on various aspects therein (including the compliance of EPF/ ESI related issues in execution of manpower services).
 - f. Assistance & Advisory to Accounts Division in recovering the receivable balances in books of accounts, including correspondence and monitoring.
 - g. Advice on Investment of surplus fund/existing invested fund in various FDs, in terms of matrix in the interest of better income from surplus funds.
 - h. Advisory on better internal control of accounts in the best interest of NICSI including review of operating expenditure vs. operating margin.
 - i. Handling of issues observed by auditors on tax & accounts related matters and preparation of reply in consultation with HOD (Accounts). Necessary action is to be initiated for the compliance of various audit reports, which will be considered as performance parameter of firm.



- j. Monthly Review Report of various tax compliance by NICSI will also be treated as a parameter for performance of firm.
 - k. Any other matter (not covered above) relating to Tax, Accounts, Finance, Audit, etc. related to the activities of NICSI (including tenders, empanelment, stores, etc.) as may be assigned by NICSI.
- IV. The empaneled firm would give advice to NICSI on all the concerned matters on regular basis and submit a Quarterly Report towards the work done / advises given in that Quarter, along with their bill for that Quarter.
- V. The work shall be undertaken at NICSI office premises only in New Delhi. No document or information in any form shall be taken out of NICSI premises for any reason, whatsoever.
- VI. The empaneled firm and/or NICSI can add or amend the scope of work given to meet the requirements as per the GOI/ICAI guidelines/rules on the subject and also to meet statutory requirements. The firm shall also advise NICSI from time to time on the procedural aspects in order to bring in efficiency in its work and audit, thereof.

Part-III

EMPANELMENT CONDITIONS

1. Empanelment Conditions

- 1.1 The agency will have to renew/re-submit the security deposit for the extended period of empanelment plus 3 months.
- 1.2 The empaneled vendor must honor all tender conditions and adhere to all aspects of fair trade practices in executing the purchase orders placed by NICSI on behalf of its clients. Failing this, NICSI may forfeit their Security Deposit.
- 1.3 In the event, an empaneled Company or the concerned division of the Company is taken over/ bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company upon their transfer.
- 1.4 The Firm shall not outsource the work to any other associate/franchisee/ third party under any circumstances. If so happens then NICSI shall impose sanctions which shall include termination of the empanelment for default and debarring for future tenders.
- 1.5 **In case the agency refuses to sign empanelment within seven days of communication from NICSI, the offer would be treated as withdrawn and will lead to execution of Bid Securing Declaration /forfeiture of Security Deposit.**
- 1.6 In case an empaneled vendor is found in breach of any condition(s) of tender at any stage during empanelment, legal action as per rules/laws, shall be initiated against the agency and EMD/Security Deposits shall be forfeited.
- 1.7 NICSI may, at any time, terminate the empanelment by giving written notice of 30 days to the agency without any compensation, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 1.8 The agency will perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and will observe sound management, technical and engineering practices.

It will employ appropriate advanced technology, safe environment and safe and effective equipment, machinery, material and methods. The Agency will always act, in respect of any matter relating to this Contract, as faithful advisors to NICSI and will, at all times, support and safeguard NICSI's legitimate interests in any dealings with Third parties.

- 1.9 The agency or its employees will not disclose the details of NICSI financial framework, financial procedure, tax related matters, application software, to any outside person or allow its unauthorized use. The agency should not disclose the above to any of its existing or future clients.
- 1.10 NICSI reserves the right to inspect the performance of the agency prior to commencement or during the course of empanelment period. The inspection may cover all areas related to the assigned work, especially methodology, manpower, infrastructure etc. NICSI reserves the right to terminate the empanelment at any time without assigning any reason for the same.
- 1.11 If the agency is not able to fulfill its obligations under the contract, which includes non-completion of the work, NICSI reserves the right to terminate the empanelment and select another agency to accomplish the work. Any costs, damage etc. resulting out of the same will have to be borne by the agency.
- 1.12 The end product of all the work assignments carried out by the agency, in any form, will be the sole property of NICSI.
- 1.13 NICSI may by written notice of one month issued to the Agency, terminate the empanelment and/or the Contract, in whole or in part at any time as per project requirement due to non-satisfactory performance of the agency.
- 1.14 In the event of any dispute or difference arising under these conditions or any special conditions of contract in connection with this contract, the same will be referred to the Chairman, NICSI for final decision and the same will be binding on all.
- 1.15 The agency will have to enter into a written agreement/empanelment with NICSI for honoring all aspects of fair trade practices in executing the tasks requested by NICSI.
- 1.16 NICSI will process the tender as per NICSI's standard procedures. NICSI would not be under obligation to give any clarification to those agencies whose tenders have been rejected.

Providing Services or Deliverables:

- 1.17 The firm shall deploy CA professionals, who are on their rolls having requisite qualifications and experience and who have unblemished character & antecedents.
- 1.18 The firm shall be responsible for any damage to equipments, property and third party liabilities caused by acts on part of their representative(s) at NICSI's premises.
- 1.19 Medical or any other allowances to the staff deployed by the firm will not be borne by NICSI.
- 1.20 NICSI will only pay the amount as finalized through this empanelment or tender. All expenses in carrying out the work at NICSI premises such as TA/DA, overtime, etc. will be borne by the firm.
- 1.21 For the staff deployed, the firm shall keep with it, their present and permanent address, educational and technical qualification, etc. and furnish this details/information to NICSI, as and when called for.



- 1.22 In case, the performance of the incumbent is not satisfactory, NICSI would request the firm to change the incumbent and the firm would have to provide the alternate incumbent within 3 working days. In case, the performance of the new incumbent is also not found to be satisfactory, NICSI would have right to cancel the empanelment, after a total of 3 months of such unsatisfactory performance.

2 SECURITY DEPOSIT

- i. The agency will submit the interest free security deposit in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee), Bankers Cheque from any of the Commercial bank or online payment in an acceptable form for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favor of NICSI, New Delhi.
- ii. **The Security Deposit of amount Rs 1,00,000/- (Rupees One Lakh Only) has to be submitted by the agency.**
- iii. The agency shall be required to submit Security Deposit within 14 days of issuance of Empanelment letters by NICSI.
- iv. In the event wherein the Empanelment is extended by NICSI beyond 3 (three) years, the agency shall ensure submission of a fresh Security Deposit within 14 days of issuance of letter for extension of Empanelment by NICSI or may extend the validity of Security Deposit submitted at the time of original empanelment.
- v. The Bank Guarantee will be released without any accrued interest after the empanelment or execution of all pending WOs whichever is later.
- vi. NICSI will have the right to forfeit the security deposit if the agency fails to meet the terms and conditions of the empanelment or tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- vii. Apart from this NICSI also reserves the right to cancel the empanelment of the agency in case of repeated default.

3 PAYMENT TERMS

- 3.1 Empaneled vendors should furnish details of the billing location from where they are going to raise their Bills/Invoices to NICSI, New Delhi. Any change in the billing address should be pre-approved by NICSI and supporting documentation as required by NICSI must be submitted on demand.
- 3.2 Empaneled vendors must raise their Bills/Invoices in the name of NICSI, New Delhi.
- 3.3 The payment to the agency will be made subject to terms and conditions mentioned on empanelment letter by NICSI.
- 3.4 Payment will only be made in Indian Rupees. Payment will be made only after successful & satisfactory completion of the assigned work as determined by the NICSI.
- 3.5 The Payment to the firm towards consultancy services will be made quarterly after submission of the pre-receipted bills in triplicate, along with the details of works done and acceptance of the same in NICSI for that quarter. The payment towards handling and settlement of tax matters would be made after settlement of the matter by the concerned authority and receipt of the order of decision, along with the bill.
- 3.6 Payment will be made by NICSI within 30 days of submission of bills along with the complete documents.

- 3.7 Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.
- 3.8 All payments will be made through RTGS only.

4 GENERAL TERMS & CONDITIONS

4.1 CONDITIONS

- a. This empanelment is not further assignable by the vendor. The agency must not assign its contractual authority to any other third party.
- b. Any default or breach in discharging material obligations under this empanelment or tender by the agency while rendering services to NICSI, shall invite all or any actions/sanctions, as the case may be, including execution of Bid Securing Declaration /forfeiture of Security Deposit. The decision of NICSI arrived at as above will be final and no representation of any kind will be entertained on the above.
- c. NICSI reserves the right to modify and amend any of the stipulated condition/criterion given in this empanelment or tender document, after concurrence with the agency depending upon project priorities vis-à-vis urgent commitments

4.2 PENALTY

1. The firm shall ensure that the entrusted work is completed timely. In case of delay in the satisfactory completion of work, **penalty @0.2% (zero point two percent) per day** of the quarterly amount payable shall be applicable for a maximum of 30 days. Beyond 30 days, NICSI reserves the right to cancel the empanelment; forfeit the EMD/Security Deposit and get the work completed from alternate sources at the risk and cost of the defaulting firm.
2. The firm may also be required to provide CA's with 3 or 5 years post-qualification experience on monthly basis for NICSI's official requirements from time to time, within 15 days of issue of work order, Failing which the firm will be liable for **penalty @5% per week subject to maximum of two weeks**, which would be deducted from the regular professional services.
3. The firm must provide for substitute if deployed CA goes on leave beyond 2 working days, failing which would attract penalty @ 0.2% per day of monthly charges.
4. Any loss suffered by NICSI incurred due to the error/negligence by firm will be borne by the firm.

4.3 LIMITATION OF LIABILITY

Limitation of liability shall be in accordance with the applicable law in force without prejudice to the rights enunciated in the empanelment or tender document.

4.4 INDEMNITY



The agency must indemnify NICSI against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof. NICSI stands indemnified from any claims that the hired manpower/agency's manpower may opt to have towards the discharge of their duties in the fulfillment of the empanelment. NICSI also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ agency's manpower while discharging their duty towards fulfillment of the empanelment.

4.5 FORCE MAJEURE

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of NICSI as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, NICSI may at its option, terminate the empanelment.

4.6 TERMINATION FOR DEFAULT

Default is said to have occurred

- a. If the agency fails to deliver any or all of the services within the time period(s) specified in the empanelment letter or during any extension thereof granted by NICSI.
- b. If the agency fails to perform any other material obligation(s) under the contract. If the agency defaults in the above circumstances, a cure period of 30 days will be given to the vendor to rectify the default failing which the empanelment against this empanelment or tender will be cancelled and 8.5% of the empanelment value will be levied as cancellation charges. NICSI can get the work done through alternate sources with the difference in the cost of getting the work done to be borne by the agency with capping of maximum 10% of the value of the services for which alternative option is sorted to. In case of any Termination, NICSI shall be liable to pay the vendor for all the services accepted till the effective date of termination.

4.7 DISPUTE RESOLUTION/ARBITRATION



NICSI and the Firm shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. In case of their failure to resolve, the matter will be referred to Chairman, NICSI whose decision will be final and binding on both parties. The arbitration proceedings shall be held in New Delhi, India.

4.8 APPLICABLE LAW

- i) The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing/proceedings.
- ii) All disputes in this connection shall be settled in Delhi jurisdiction only.
- iii) All procedure for the purchase of stores/services laid down in GFR shall be adhered-to strictly by the NICSI and agencies are bound to respect the same.
- iv) The agency must maintain absolute confidentiality on the information with respect to NICSI and related details, which the agency becomes aware of during interaction with NICSI-personnel and from the solutions supplied by them and made operational under NICNET domain. The agency must sign a Non-Disclosure Agreement (NDA) with NICSI.

4.9 SECURITY

The firm will ensure that no information or data about the policies of NICSI is taken out in any form, including electronic form or otherwise. The Firm also undertakes that any information data gained by the staff of the firm is not provided to any third party or misused. In case there is such an instance, NICSI will take action against the firm as deemed fit.

4.10 SPECIAL TERMS & CONDITIONS

- a) NICSI would only hire resources for its services from the empaneled firm. The resource deployed by it for this purpose will be its employees and they will have no right for absorption in NICSI at any stage.
 - b) The copyright in all drawings, documents and other materials containing data and information used or generated during the project execution shall remain vested with NICSI.
 - c) The empaneled firm shall not use such documents, data and other information received from NICSI for any purpose other than the work and services as required for the performance of the Contract.
 - d) The Firm must not use this empanelment anywhere on its own, without taking prior permission from NICSI. Any purchase order placed with reference to this empanelment has to be executed through NICSI only.
5. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/TAX CUM ACCOUNT CONSULTANT/2022/10 shall ipso facto be applicable to this empanelment letter.*

You are requested to acknowledge receipt of this letter and submit sealed & signed copy of each and every paper of this letter and a covering



letter on company's letter head within seven days (7 days) from the date of the issue this letter including your acceptance for honoring all aspects of fair trade practices in executing the task requested by NICSI, failing which, the offer shall be treated as withdrawn and execution of Bid Securing Declaration as per tender terms.

You are also requested to submit the Security Deposit as per tender terms and conditions.



Yours faithfully,

(Ravi Kumar)
Manager (Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Project Coordinators, NICSI, New Delhi
3. Account Section, NICSI, New Delhi
4. Project Coordinators NIC/NICSI, New Delhi
5. Company Secretary, NICSI, New Delhi
6. Guard file

*****END*****