



# THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

(An Autonomous Law University established by the West Bengal Act No. IX of 1999)

"Dr. Ambedkar Bhavan", 12, LB Block, Sector III, Salt Lake City, Kolkata - 700 106

Phone: (033) 2335 7397/ 0510/ 2811, 2569 4700 to 30 <> Fax: (033) 2335 7422/ 0511

E-mail: ao@nujs.edu <> Website: www.nujs.edu

Ref. No.: WBNUJS/PurEnq/011/TCF/2022-23

DATE: 12.11.2022

## NOTICE INVITING TENDERS

The West Bengal National University of Juridical Sciences, an Autonomous Law University established under the WBNUJS Act, 1999 (West Bengal Act IX of 1999) adopted by the West Bengal in July, 1999. The University was notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004 and has been granted permanent affiliation by the Bar Council of India in July 2005 is in the process of **Engagement of Tax Consultant Firms as a Tax Consultant** for the University through the **Offline Tenders** under two cover bidding system (Technical+ Financial).

The University invites sealed tenders from **Kolkata** based reputed Tax Consultant Firms experience in handling **Direct & Indirect Taxation Matters, GST, Employment Tax, EFP, CPF, GPF etc.** as a "**Tax Consultant**" as per the qualifying criteria and Terms & Conditions mentioned in the tender hereto.

Item Description	Period
<b>TENDER FOR ENGAGEMENT OF TAX CONSULTANT FIRMS AS A TAX CONSULTANT</b>	<b>FOR A PERIOD OF 2 YEARS</b> (Further 1 year may be extended)

The potential and eligible bidders are required to visit the University website (<https://www.nujs.edu/home/tenders/>) for submission the bid with proper documentation with in bidding schedule. Interested Bidders are also requested to check the detailed corrigendum time to time through the University Tenders Portal which may be uploaded against this tender.

### **Critical Dates of Tender**

Sl.No.	Particulars	Date	Time
1.	Date of Publication/ Download of Tender	12.11.2022	10.00 am
2.	Bid Submission Start Date	12.11.2022	10.00 am
3.	Bid Submission Close Date	05.12.2022	3.00 pm
4.	Opening of Bids	Intimated Later	3.00 pm
5.	Validity of the Bid Documents	90 days from the date of opening	

All quotation and manual bid should be submitted in the respective section of The W.B. National University of Juridical Sciences.

Address for the submission:

**The Registrar (Acting)**

**The W.B. National University of Juridical Sciences**

**"Dr. Ambedkar Bhavan"**

**12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106**

### **INSTRUCTION TO THE BIDDER**

As per the decision of the University Authority, this tender document has been published on the University website (<https://www.nujs.edu/home/tenders/>). The bidders are required to submit hard copies of their bids at the respective section of the University.



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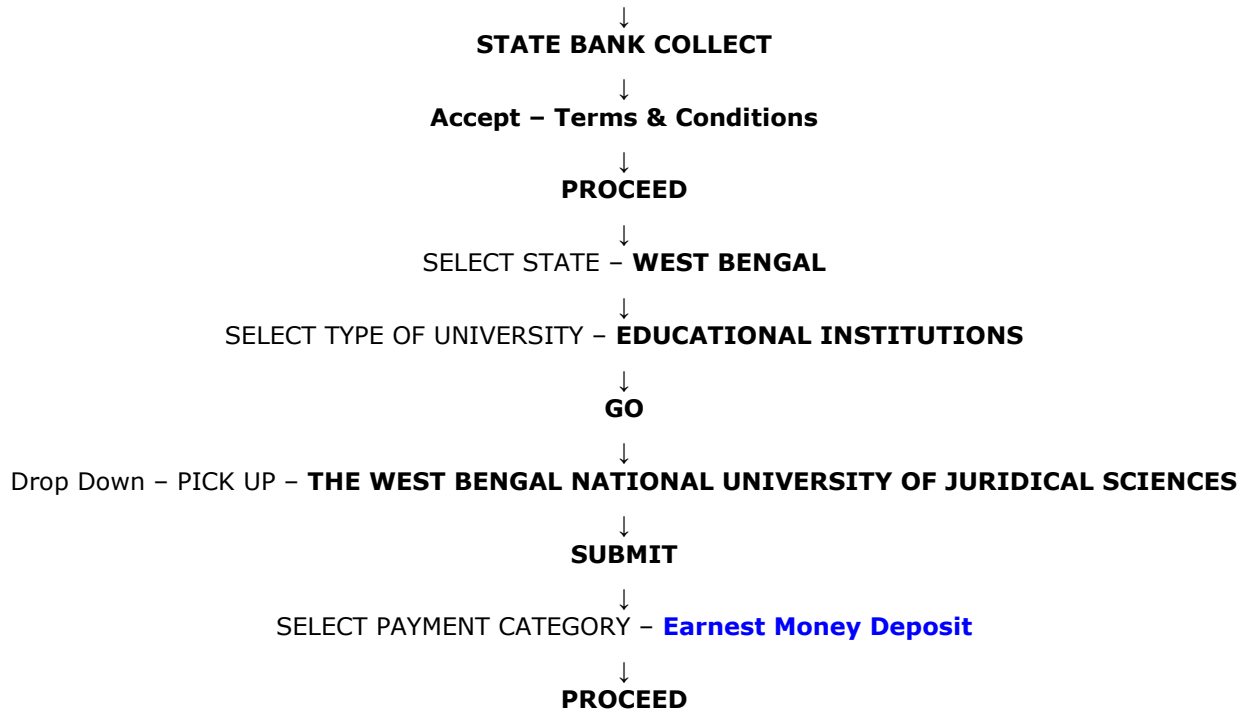
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### IMPORTANT INFORMATION

<b>NIT REF. NO.</b>	:	WBNUJS/PurEnq/011/TCF/2022-23		
<b>ITEM DESCRIPTION</b>	:	TENDER FOR ENGAGEMENT OF TAX CONSULTANT FIRMS AS A TAX CONSULTANT		
<b>TENDER TYPE</b>	:	OPEN TENDER		
<b>NO. OF COVER</b>	:	TWO (02) COVER SYSTEM		
<b>DATE OF PUBLICATION OF TENDER</b>	:	12.11.2022		
<b>LAST DATE OF BID SUBMISSION</b>	:	05.12.2022 upto 3.00 pm		
<b>DATE OF OPENING OF TECHNICAL BID</b>	:	Intimated Later and Follow Our Website		
<b>EARNEST MONEY DEPOSIT</b> (EMD is refundable to the unsuccessful bidders against the application made by the unsuccessful bidders after the financial bid evaluation, No interest shall be paid against the earnest money deposited).	:	<table border="1"><tr><td>AMOUNT</td><td>Rs.25,000/-</td></tr></table> Online receipt of EMD through SBI Collect Payment Gateway as per instruction given below.	AMOUNT	Rs.25,000/-
AMOUNT	Rs.25,000/-			

Go to > <https://www.onlinesbi.com/sbicollect/icollethome.htm>



Please share the **SBI Collect Reference Number** with a copy of fees receipt with bidding documents for proof of payment or reconciliation of fees.



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### **EARNEST MONEY DEPOSIT:**

Earnest Money Deposit (EMD)/Bid Security as stated under IMPORTANT INFORMATION should be provided as applicable. The bid security should remain valid for a period of forty-five days beyond the final bid validity period.

A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. The decision of the Competent Authority of WBNUJS Kolkata in this respect will be final and binding on all the stake holders.

**Exemption of Earnest Money Deposit:** Earnest Money is to be submitted by the all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or is registered with the Central Purchase Organization or the concerned Ministry or Department.

Tenders received without submission of EMD will be summarily rejected. Late and delayed tenders will be summarily rejected. EMD of the bidder will be forfeited if after opening of the tender, the bidder revokes tender or modified bid. EMD will be refunded to unsuccessfully bidders and EMD shall not carry any interest.

### **PERFORMANCE SECURITY:**

- i) The EMD of engaged firm shall be automatically converted to Performance Security.
- ii) In case of breach of contract, performance security shall be forfeited and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the engagement.
- iii) Performance Security shall be returned to the empanelled agency without any interest, whatsoever, after completion of two year or any extension of engagement period.
- iv) The Performance Security will be forfeited and credited to the University's account in the event of a breach of contract by the supplier. The decision of the Competent Authority of WBNUJS Kolkata in this respect will be final and binding on all the stake holders. Performance Security may be refunded to the supplier without interest, after it duly performs and completes the contract in all respects.

### **CONTACT INFORMATION:**

Any queries relating to the tender document and the terms and conditions or technical specification, Bidders may contact to the following offices:

FOR ANY COMMERCIAL TERMS AND CONDITIONS:

Designated Officer: **The Chairman, Procurement Committee**  
Department: **Purchase Section, WBNUJS Kolkata**  
Email ID: **ao@nujs.edu**  
Telephone No: **+91-33-2569 4700 (Extn. 1040)**  
Mobile No: **+91-9874987361**



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### SCOPE OF WORKS:

The Tax Consultancy Firms having experience in handling various Direct Taxation including International Taxation, Indirect Taxation, issues arising from time to time regarding Indian Taxation. The Consultants shall provide consultancy services as per the scope of the work indicated below (the list is indicative and not exhaustive):

#### A. **Direct Taxation:**

- i) To advise/ give written opinion relating to Income Tax. To keep aware and compute advance tax/self assessment tax/any other tax liability. To arrange for any Income Tax Clearance/ Exemption Certificate, as and when required.
- ii) Filling of Income Tax Return along with various disclosures / computation notes and all other matters that may be relevant with respect to the filing of the Income Tax Return of WBNUJS Kolkata as per the Income Tax Act.
- iii) Preparation/ checking / scrutinizing and filling quarterly TDS Returns, (including revised return(s) applicable to the University on regular basis, The number of deductee will vary from quarter to quarter.
- iv) To prepare replies/submissions for assessment proceedings, appellate proceedings and any other income tax related proceedings/notices/letters/summons etc.
- v) Appearing before the appropriate Authority in connection with all assessment proceedings initiated by appropriate authorities even prior to the Financial Year 2022-23 including drafting /filing of replies and submissions, representation before the tax authorities for assessment proceedings, drafting/ filing of submissions with tax authorities regarding rectification applications including any penalty proceedings as applicable, drafting/ filing the submissions for stay of any demand, review of orders etc.
- vi) Advising WBNUJS Kolkata for further course of action consequent to assessment/ reassessment/rectification orders issued by the Income Tax Authorities, filing of appeals before CIT (Appeals) including drafting of Grounds of Appeal and Statement of Facts, filing of written submissions/ paper book and representation in all existing/ new appeal proceedings before CIT (Appeals), representing REC in various Statutory Authorities and representing WBNUJS Kolkata in pending ITAT cases.
- vii) To provide consultancy services in any other work related to Income Tax.
- viii) The consultant will be required to visit at least one day in a month at The West Bengal National University of Juridical Science, Kolkata.

#### B. **International Taxation:**

- i) Advice regarding applicability along with rate of TDS for foreign remittance to non-residents, foreign national etc, Filling of TDS return for stated purpose.
- ii) Preparation and issue of Form 15CB certificate wherever necessary and filling of Form 15CA.
- iii) Appearing before the appropriate Authority in connection with all assessment proceedings initiated by appropriate authorities including drafting /filing of replies and submissions, representation before the tax authorities for assessment proceedings, drafting/filing of submissions with tax authorities regarding rectification applications including any penalty



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proceedings as applicable, drafting/ filing the submissions for stay of any demand, review of orders etc.

- iv) To provide consultancy services in any other work related to International Taxation.

### C. **Indirect Taxation:**

- i) Preparation/ checking / scrutinizing returns before filing and scrutiny of the return with monthly Tax remittances made by WBNUJS Kolkata during the respective half year.
- ii) Verification of monthly GST remittance as well as input credit Eligibility under Direct Charge as well as Reverse Charge of each Area and report the adequacy or otherwise in respect of provisions relating to GST Tax and consolidated GST Tax remittances.
- iii) Advising on issues related to GST including availing of input credit, Withholding tax and any other Tax related issues, including queries on tax matters, as referred to by the WBNUJS Kolkata.
- iv) Preparation/ checking / scrutinizing and filling of monthly Returns (including Revised Returns) and scrutiny of Input Tax Credit claim of each Area.
- v) Assisting WBNUJS Kolkata in classification issues and determining the rate of tax under the GST laws, Custom Law and other Indirect Tax laws as and when required.
- vi) Drafting replies to Demand cum Show Cause Notices/Notices and other communications received from the Commercial Taxes authorities / Custom Authorities or any other Indirect Taxation Authorities.
- vii) To inform the latest Amendments/Circulars issued from time to time by Government with respect to GST / Custom etc. and any other authorities.
- viii) To attend before the Commercial Taxes authorities / Central Excise authorities / GS'T authorities at various levels up to assessing authority level on the GST/ Professional Tax/Central Excise /Custom. The further Appeal level appearances are chargeable at mutually agreed fee.
- ix) Advising on maintenance of records and required documentation for proper compliance under various Indirect Tax Acts/Rules/Laws General advisory services related to GST etc.
- x) Review of Assessments/Appellate Orders pertaining to various Indirect Tax issues and suggesting subsequent actions thereon.

### D. **Employment Tax, CPF, GPF and EPF etc.:**

Preparation/ checking / scrutinizing of monthly/ quarterly/half-yearly/ yearly returns/ remittance before filing made by WBNUJS Kolkata. Appearing before the appropriate Authority in connection with all assessment proceedings initiated by appropriate authorities.



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### **ELIGIBILITY CRITERIA:**

The following are the eligibility criteria for **Engagement of Tax Consultant Firm as a Tax Consultant of WBNUJS Kolkata**. The Firm should have –

- i) The Firm should have Chartered Accountants/ Cost Accountants engaged in providing services under Direct and Indirect tax laws. The firm having minimum 10 years' experience in the field of providing income tax consultancy including appearance/ representing the cases for corporate assesses before income tax authorities upto the level of CIT(A).
- ii) The Firm should have an office in Kolkata.
- iii) Bidder shall have experience in the tax consultancy services for at-least 10 years or more.
- iv) Bidder shall have similar experience of rendering tax consultancy services in any of the last 5 (Five) years' in Government/Public Sector Undertaking/Autonomous Body and Educational University's like NLUs, IIMs, IITs, IISERs, NITs, CFTIs etc. having Annual Revenue/ Turnover of more than Rs.20 crore.
- v) Major clients served by the bidder organisation in the past along with the present assignments enlisting the nature of work may be given.
- vi) **Annual average turnover minimum Rs.50 Lakhs per annum during the last three financial years.**
- vii) The bidder should have not been debarred/black listed/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids.
- viii) The Agency should have PAN Number and GST Registration.
- ix) The engagement firms should have adequate infrastructure for timely completion of assignments and tasks.

### **LIST OF DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION (as applicable):**

- i) Tender Acceptance Letter as per **Annexure- V**.
- ii) Brief profile of the Tax Consultant Firms as per **Annexure-I & VII**.
- iii) Agency Structure (whether partnership firm/sole proprietor/a limited company etc.).
- iv) Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.
- v) Copy of GST Registration Certificate.
- vi) Bank details as per **Annexure- I**.
- viii) Valid document in support of Registered/ Branch office nearby location in Kolkata etc.
- ix) Annual turnover (minimum Rs.50 Lakh for previous three financial years of the Agency duly certified, Audited Balance Sheet (Last 3 Financial Year i.e. 2021-22, 2020-21 & 2019-20) by a Chartered Accountant.
- x) Self-Declaration about Non-Black Listing as per **Annexure-IV**.



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- xi) List of 5 major clients from Govt./ PSU/ Higher Education University / Central Universities / NLU/ IIT / IIM/ IISER/ NIT etc. (as per **Annexure- III**).
- xii) Details of experience in dealing with Govt./ PSU/ Higher Education Institution/ Central University, Autonomous Bodies and professional University's like IIMs, IITs. Copy of letter of engagement along with satisfactory completion certificates from at least two Govt. Depts./ PSUs/Autonomous Bodies/ reputed commercial organizations towards providing similar services during last 5 years from the last date of submission of bid.
- xiii) Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.
- xiv) All other documents, as required in terms of the tender, to claim eligibility.

**Note:** University may ask the vendor to submit any other certificate/document as it may deem fit.

### **SUBMISSION OF BID (NON WINDOW, SEALED ENVELOPE):**

Proposals to be submitted the details in **Two (2)** sealed envelope as follows:

The **FIRST ENVELOPE** should be superscribed "**Selection Criteria and Technical Evaluation for Engagement of Tax Consultant Firm as a Tax Consultant of WBNUJS Kolkata**" and should contain detailed statement giving the various technical particulars of the proposal covering aspects of the firms like name and location, year of establishment, names of its partners, staff, their qualification/ experience, registration number of the firm, and all other such relevant particulars, in the format given in Annexure-I & VII.

The **SECOND ENVELOPE** should be superscribed "**Financial Bid for Engagement of Tax Consultant Firm as a Tax Consultant of WBNUJS Kolkata**" and should contain details of the financial bid of the proposal inclusive of Taxes, etc. in the format given in Annexure- II.

Finally, the above-mentioned envelopes should be kept in a single sealed cover/envelop superscribed in bold letters with the statements - '**TENDER FOR ENGAGEMENT OF TAX CONSULTANT FIRM AS A TAX CONSULTANT AT WBNUJS KOLKATA**' with Reference No. of Tender and to be submitted at:

The Registrar (Acting)  
The W.B. National University of Juridical Sciences  
"Dr. Ambedkar Bhavan"  
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

### **BID OPENING & EVALUATION:**

The Technical bid will be first opened and evaluated. In the primary screening, technical bid of only those who satisfy the eligibility criteria will be evaluated.

The Financial bid of only those bidders whose technical bid is found to be technically responsive by the Committee will be opened. The Financial bids of ineligible bidders will not be opened.

**Selection of successful bidder:** Both the technical and financial bids will be opened on date/time as per the schedule given above. After evaluation of bids, the bidder who is technically qualified as well as quotes with the highest discounts shall be declared as the successful bidder. In



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the event of receiving more than one financial bid quoting the same discount, the final selection of successful bidder shall be made in the following manner:

- i) The one with the highest turnover during the last 3 years put together.
- ii) If more than one bid having the same total turnover, then by "Draw of Lots".

Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.

The University reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.

The bidders may depute their authorized representatives to remain present during the bid opening process subject to submission of valid authorization letter in the name of the representative to attend the bid opening process.

### **AWARD OF CONTRACT:**

**Period of Engagement:** The engagement will be initially for a period of two (02) year which may be extended further one (01) year with mutual consent, subject to satisfactory performance. The Successful Bidder should accept the offer within 10 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.

**Agreement:** The successful bidder will have to execute an agreement on a non- judicial stamp paper worth Rs.100/-. The cost of the stamp duties for the execution of the agreement will be borne by the agency.

- i) WBNUJS, Kolkata reserves the right to engage one or more agencies at a time and to cancel the Contract at any time without assigning any reason.
- ii) WBNUJS, Kolkata reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- iii) It is clearly understood by the parties that no financial liability of any type is created by issuance of the letter of engagement.
- iv) The University does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

### **TERMS OF CONTRACT:**

**Contract Period:** Initially for a period of 02 (Two) year. However, same may be renewed further period of 01(one) year, subject to satisfactory performance of each year.

**Information Provided:** The Tender document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with WBNUJS Kolkata. Neither WBNUJS Kolkata nor any of its employees, agents, contractors, or advisors gives any representation or warranty,





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express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither WBJNUJS Kolkata nor any of its employees, agents, contractors, or advisors has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

**No Legal Relationship:** No binding legal relationship will exist between any of the Respondents and WBJNUJS Kolkata until execution of a contractual agreement.

**Respondent Obligation to Inform Itself:** The Respondent must conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

**Evaluation of Offers:** Each respondent acknowledges and accepts that WBJNUJS Kolkata may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible consultant. The tender document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient,

**Maintaining Secrecy and Confidentiality:** The respondent shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of WBJNUJS Kolkata. The Non disclosure agreement shall be signed by the L1 bidder and to be submitted along with the acceptance of work order as per format given by the WBJNUJS Kolkata.

**Acceptance of Terms:** A Respondent will, by responding to WBJNUJS Kolkata for tender, be deemed to have accepted the terms of this Introduction and Disclaimer.

**One bid per bidder:** Each bidder shall submit only one bid for a single assignment.

**Late Bids:** Any bid received after the deadline for submission of the bids will be treated as "Late Bid" and such late bids shall not be considered at all for competitive bidding.

**Notification:** WBJNUJS Kolkata will notify all short-listed Respondents in writing as soon as practicable about the outcome of their tender. Tenderer is not obliged to provide any reasons for any such acceptance or rejection.

**Disqualification:** Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a disqualification.

### **PAYMENT TERMS :**

- i) The payment towards fees will be made on quarterly basis after receipt of the invoice, duly supported by all the relevant papers (in original) after rendering the service during the respective quarter. Bill to be drawn in the favour of "The Registrar (Acting), WBJNUJS Kolkata".
- ii) No advance payment shall be made to the empanel agency under any circumstances.
- iii) TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

### **GENERAL TERMS & CONDITIONS:**

- i) Any act on the part of the bidder to influence anybody in the University is liable to rejection of his bid.
- ii) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage



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of the Tender, will not be considered for engagement.

- iii) Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the Agency/ Firm / Company who resort to canvassing will be liable for rejection without any further reference.
- iv) WBNUJS Kolkata reserves the right to modify, expand, change, alter, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- v) WBNUJS Kolkata reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- vi) The decision of Competent Authority, WBNUJS Kolkata will be final in all matters relating to the engagement and binding. WBNUJS Kolkata reserves the right to reject any application without assigning any reason.

### **DISPUTES AND JURISDICTION:**

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata, West Bengal.

### **RESOLUTION OF DISPUTES:**

The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.

The dispute shall be referred to the Director, Indian University of Science Education and Research (WBNUJS) Kolkata and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.

### **CONFIDENTIALITY**

Tax Consultant shall during the tenure of the Contract and at anytime thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by REC, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents.

### **GOVERNMENT TAX**

Bidders are responsible for establishing the status of the Services for the purpose of any government tax including GST, Cess etc. to Gol. Any applicable taxes should be included and shown in financial proposal.



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### ALTERATIONS TO TENDERS

Any manuscript or other alteration to the bid must be countersigned and dated by the person submitting the tender

### LETTERS AND DECLARATION TO ACCOMPANY TENDERS

The bid must be accompanied by a letter on firm's letter head showing the full registered name(s) and registered office address of the bidder. It should be signed by a person of suitable authority to commit the bidders to a binding contract.

### INDEMNITY

The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep WBNUJS Kolkata, its officers, directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm or the it's staff, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under the Contract.

### ASSIGNING TO OTHERS

The successful bidder shall not, without the prior written consent of WBNUJS Kolkata, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultants, any of its rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by WBNUJS Kolkata.

### TERMINATION

WBNUJS Kolkata may, at its sole discretion and at any time terminate the Contract by giving a month's notice, and inform the Consultants of WBNUJS Kolkata decision by written instruction to that effect. In the event of the Contract being so terminated, the firm shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the firm) in a cost effective, timely and orderly manner.

### TERMINATION FOR DEFAULT:

The successful bidders may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- 1) If the Supplier fails to deliver any or all of the Services within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- 2) If the supplier fails to perform any other obligation(s) under the Contract.
- 3) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- 1) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract



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execution.

- 2) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Services or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated

### **GOVERNING LANGUAGE:**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

### **OFFICE FOR COMMUNICATION:**

The Bidder is desirable to have an office in or around the city of Kolkata. The Bidder should mention in detail their support infrastructure including address, contact Phone No., Fax No., e-Mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.



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## ANNEXURE- I

### **BIDDER INFORMATION FORM**

Company Name : \_\_\_\_\_  
Registration Number : \_\_\_\_\_  
Registered Address : \_\_\_\_\_

Name of Partners /Director : \_\_\_\_\_  
City : \_\_\_\_\_  
Postal Code : \_\_\_\_\_  
Company's Establishment Year : \_\_\_\_\_  
Company's Nature of Business : \_\_\_\_\_

Company's Legal Status (tick on appropriate option) :  
1) Limited Company;  
2) Undertaking; 3) Joint Venture; 4) Partnership  
5) Others (In case of others please specify)

Company Category :  
1) Micro Unit as per MSME  
2) Small Unit as per MSME  
3) Medium Unit as per MSME  
4) Ancillary Unit; 5) SSI  
6) Others (In case of others please specify)

#### **CONTACT DETAILS**

Contact Name : \_\_\_\_\_  
Email Id : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Phone No : \_\_\_\_\_  
Mobile No : \_\_\_\_\_

#### **BANK DETAILS**

Name of Beneficiary : \_\_\_\_\_  
A/c No. CC/CD/SB/OD : \_\_\_\_\_  
Name of Bank : \_\_\_\_\_  
IFSC No. (Bank) : \_\_\_\_\_  
Branch Address and Branch Code : \_\_\_\_\_

#### **OTHER DETAILS**

Vendor's PAN No. : \_\_\_\_\_  
Vendor's GST : \_\_\_\_\_

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:



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### ANNEXURE- II

#### FINANCIAL BID

To

The Registrar (Acting)  
The W.B. National University of Juridical Sciences  
"Dr. Ambedkar Bhavan"  
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

From:

-----  
-----  
-----

#### OFFERED BEST PRICE

Sl. No.	Description of Works	Unit	Amount (Rs.)
1.	Retainership Fees for services for Engagement of Tax Consultant Firms as a Tax Consultant at WBNUJS Kolkata as per Clause of "Scope of Work"	Annual Rate	
2.	Add: GST & any other tax, if any		
Total			
Total Rupees in words			

#### DECLARATION

1. I/we agree that the decision of WBNUJS Kolkata in **Engagement of Tax Consultant Firms** will be final and binding to me/us.
2. I/we undertake that rate being offered to WBNUJS Kolkata shall be valid up to.
3. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:





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### ANNEXURE- IV

#### **DECLARATION REGARDING DISCIPLINARY ACTION/ CLEAN TRACK/NO LEGAL ACTION (to be provided on letter head of the firm)**

I/ We hereby certify that the above firm namely \_\_\_\_\_  
is neither blacklisted by any Central/ State Government/ Public Undertaking/ University nor any criminal case registered / pending against the firm or its owner / partners anywhere in India (or) against any of its branches (or) partners abroad.

I/ We hereby declare that none of the partners/ employees have been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.

I/ We hereby declare that no appeal/ unresolved dispute/ suit case/ application have been pending at any court in India regarding the existence of business/right to carry on practice.

In case the above information found false, I/We are fully aware that the tender/contract will be Rejected / cancelled by the WBNUJS Kolkata, and EMD/ shall be forfeited.

In addition to the above, the University will not be responsible to pay the bills for any completed /partially completed work.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

**(Signature of the Authorized Person with Organization Seal)**

**Designation with Contact No:**

**Company Name:**





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**ANNEXURE- V**

### ACCEPTANCE OF TENDER

(TO BE PRINTED ON ORGANIZATION LETTER HEAD)

#### **Tender Ref.No with Date:**

To

The Vice-Chancellor

The West Bengal National University of Juridical Sciences

"Dr. Ambedkar Bhavan"

12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

I/ We \_\_\_\_\_ (name and designation of the bidder) on behalf of \_\_\_\_\_ (name of the organization/company) have downloaded / obtained the tender document(s) for the above mentioned 'Tender from the University website (<https://www.nujs.edu/home/tenders/>). I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ We do hereby declare that our organization/company has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract.

**(Signature of the Authorized Person with Organization Seal)**

**Designation with Contact No:**

**Company Name:**



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ANNEXURE- VI

### FORM OF BID-SECURING DECLARATION (To be printed on Organization Letter Head)

To

The Chairman, Purchase Committee  
The West Bengal National University of Juridical Sciences  
"Dr. Ambedkar Bhavan"  
12, LB Block, Sector-III, Salt Lake City, Kolkata- 700 106

Ref: Tender Document No.

Dated \_\_\_\_\_

I/We, the undersigned hereby certify that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit a performance security before the deadline defined in this tender document, we will be suspended for the period of **Three (3) years** from being eligible to submit Bids for contracts for which tenders are floated by the University.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_

Address: \_\_\_\_\_

Signature with Stamps \_\_\_\_\_



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### ANNEXURE- VII

#### ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION

Sl.No.	Requirements	Compliance	Details
1.	Should be a firm, inter alia, engaged in providing services under direct and indirect tax laws.	Yes/No	
2.	Should be based in Kolkata	Yes/No	
3.	Should possess a minimum of 10 years experience in the taxation field	Yes/No	
4.	Should have experience of handling direct and indirect tax-related matters relating to Scheduled PSU/ Government Organization/ Educational Institutions/ CFTIs etc. in the last 5 years prior to the date of making application.	Yes/No	
5.	Should have gross receipt of more than Rs.50 lakh (without GST) for each of the last 3 financial years prior to the date of making applications.	Yes/No	

**(Signature of the Authorized Person with Organization Seal)**

**Designation with Contact No:**

**Company Name:**



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### ANNEXURE- VIII

#### CHECK LIST

Sr. No.	Particulars	Details/ Compliance (Y/N)	If Submitted, Mention Page No.	Remarks
1.	Tender Acceptance Letter as per Annexure- V			
2.	Brief profile of the Agency/Firm and experience in similar field (At least 5 years of experience) As per Annexure- I, III, VII			
3.	Details of EMD (Amount, SBI Collect Receipt & Reference No.)			
4.	Copy of Permanent Account Number (PAN)			
5.	Copy of GST Registration Certificate			
6.	Bank Details			
7.	Valid document in support of Registered/ Branch office at Kolkata			
8.	Bidder's Annual Turnover Specifically in Advertisement Services (Min. Turnover Rs.50 lakh per annum) for last three Financial years. (Copies of P&L Account and Balance Sheet certified by a Chartered accountant to be attached) FY 2021-22: Rs FY 2020-21: Rs FY 2019-20: Rs (Audited /Unaudited)			
9.	Self-Declaration About Non Black-Listing			
10.	List of 5 major clients from Govt. / PSU/ Higher Education University /Central Universities/NLU/ IIT / IIM/ IISER/NIT etc. (as per Annexure- VI) Letter of engagement along with satisfactory completion certificate from at least two Govt. Dept/ PSUs/ Autonomous Bodies/ reputed commercial organizations towards providing similar services during last 5 years from the last date of submission of bid.			
11.	Duly signed and stamped of the entire tender document along with its addendum/corrigendum, if any			

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name: