

REQUEST FOR PROPOSAL

RFP No CDRIS/RFP/ACCOUNTS/001 Date: 15 October 2020

For

Engagement of Agency for Tax Compliance & Regulatory Services

Coalition for Disaster Resilient Infrastructure Society (CDRIS)

Country: India

1) Background and Introduction

- 1) The Coalition for Disaster Resilient Infrastructure (CDRI) is a multi-stakeholder global partnership of national governments, UN agencies and programmes, multilateral development banks and financing mechanisms, the private sector, and academic and knowledge institutions. It aims to address the challenges of building resilience into infrastructure systems and development associated with it. The vision, mission, goal, and objectives of the CDRI are explicitly linked to the post-2015 development agendas. The Coalition will also contribute to the resilience of the global infrastructure systems in an increasingly interconnected world. The outcome of such collaboration would be aimed at building resilient economies and resilient people through cross-sector commitments at all levels towards adaptation and resilience with concrete outcomes that will bring resilience action to global scale. CDRI Website: www.cdri.world
- 2) CDRIS intends to hire an agency for providing Tax Compliance and Regulatory services to provide the support on an ongoing basis based on the Scope of work enclosed with this RFP.
- 3) Proposals are invited from reputed, well established, and financially sound Agencies to provide services as mentioned in this RFP for CDRIS Office, New Delhi.

4) Summary information of RFP:

1	RFP No.	CDRIS/RFP/ACCOUNTS/001
2	Type of Proposal	Single bid containing Technical and Financial Proposal with relevant documents. See format in Annexure 2 (page 12).
3	RFP Title	Engagement of Agency for Tax Compliance and Regulatory Services for CDRIS Office, New Delhi
4	Duration of contract	2 years (extendable for 2 more years based on need, performance, and mutual agreement)
5	Cost of tender form	NIL
6	Last date of receipt of bids	02 nd November 2020 5:30 pm (IST)
7	Bid evaluation	02 nd November 2020
8	GST No.	07AAEAC5496K1DK
9	Postal address for communication	Ms. Megha Punia, Deputy Director (HR and Admin), CDRI Society, Shriram Bhartiya Kala Kendra, 1 Copernicus Marg, New Delhi- 110001 [dd.admin@cdri.world] , +91-11-41003252 GST No. 07AAEAC5496K1DK
10	Queries regarding the tender and pre-bid	Ms. Megha Punia, Deputy Director (HR & Admin), CDRI Ph: +91-11-41003252 [dd.admin@cdri.world]

5) SUBMISSION OF PROPOSALS:

- i) Bidders should submit Technical proposal and Financial proposal for the ToR as mentioned in Point 2 above. Bid should be prepared with scanned copies of all necessary documents and converted into separate PDF files – each having different passwords. File must be named as (also see Annexures).

(a) [Agency name] Technical Bid (PASSWORD protected file)

(b) [Agency name] Financial Bid (Name of Assignment) (PASSWORD protected file)

- ii) **Technical Bid:** In Technical bid, bidders are required to provide scanned copies of all the document as per the instruction provided in the RFP document along with scanned copies of supporting documents.

- iii) **Financial Bid:** In the Financial bid, bidders are required to provide Signed and Stamped scanned copy of their financial proposal strictly according to Annexure II, without any cutting or overwriting.
- iv) THE BID IS TO BE SUBMITTED through EMAIL to [dd.admin@cdri.world] on or before 02 November 2020 by 5.30 P.M. with subject line: “BID SUBMISSION FOR TAX COMPLIANCE & REGULATORY SERVICES” [your agency name]”. Submission of bids may be confirmed over phone with Ms. Megha Punia, Dy. Dir. (HR & Admin), CDRIS (Ph: 011 41003252). BIDS received later than this deadline are liable for rejection.
- v) The email should include all the password-protected-PDF files listed above as attachment. Only one email should be sent by each bidder for the specified service stated in the point no. 2. Multiple emails may lead to disqualification of bidder.
- vi) **PASSWORD:** Password for Technical Bid pdf file should be submitted along with the Bid Submission documents. Password FOR FINANCIAL BID MUST NOT TO BE SHARED ALONG WITH BID SUBMISSION. Sharing of password for Financial Bid along with the bids, may lead to its rejection.
- vii) Use Times Roman Font for sending Password to ensure readability.
- viii) Password of Financial bid will be asked after the evaluation of Technical bid. For opening the financial bid, the process described above will be followed. Date and time of sending password will be intimated accordingly. Failure in sending the password, or providing the incorrect password, in stipulated time and date, may lead to rejection of bid.
- ix) Bidders are required to maintain record of their “Passwords” during the bidding process and provide the same to CDRIS as and when requested.
- x) Queries regarding this RFP can be sent to (dd.admin@cdri.world) with subject line “QUERY for RFP for Tax Compliance & Regulatory Services”.

II) **Purpose:**

The purpose of this RFP is to seek services of agencies with experience of providing Tax Compliance & Regulatory Services, to similar Organizations. Proposals are invited from eligible agencies to provide Tax & other compliances support to CDRIS. The Agency should propose a monthly retainership fee based on the scope of work as per Annexure 1. Initially the contract with the agencies will be for 2 years and may be extended by 2 more years based on decision of

competent authority and mutual agreement. The detailed scope of work is attached in Annexure 1.

III) Bidder Eligibility Criteria:

- 1)** The Agency must have sound knowledge of Accounting and Bookkeeping services and prior and continuing experience of providing similar type of services to Organizations of similar stature.
- 2)** The bidder must have implemented/ implementing at least three contracts of providing above services to reputed organisations during the last 5 years.
- 3)** The bidder must be approved/recognized/registered with Govt. of India/ Govt. of Delhi/ Other appropriate bodies, for providing advisory, legal, and accounting services. Copy of relevant certificate must be attached.
- 4)** The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc.
- 5)** The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Department., or any other organization. An undertaking to this effect shall be submitted by the bidders.
- 6)** The agency must have registered /branch/ local office in New Delhi/Delhi National Capital Region.
- 7)** Each bidder shall submit only one Tender (through email) for the entire scope of work.
- 8)** Proof of all above eligibility criteria should be submitted with the proposal.

IV) Instructions to Bidders:

- 1)** The bidders are requested to read the RFP document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. CDRIS reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments, and additions to tender after opening or late tenders are liable to be ignored and rejected.

- 2) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 3) Validity of bid: Bid submitted by Bidder shall remain valid for acceptance for a period of 90 days from the date of opening of the Financial BID. Bidders shall not be entitled during the said 90 days' period to revoke or cancel the BID or to vary the same or any term thereof without the written consent of the Deputy Director, CDRIS.

V) Award of contract / Selection of Tender

1) Preliminary scrutiny based on Eligibility criteria

- i) The bidder must quote for all the services mentioned under Annexure 1 Scope of work. A firm/agency will be selected under QCBS method and procedures described in this RFP
- ii) Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements are liable for rejection.
- iii) Responsiveness of the bids shall be determined based on the contents of the bid itself and supporting documentary evidences and shall not be determined by extrinsic evidences.

2) Evaluation of Proposals

- i) Proposals will be evaluated and ranked by committee according to the conditions described in the evaluation criteria below supported by documentary evidences.
- ii) Proposals will first be evaluated from a technical standpoint. Those proposals that are technically acceptable shall then be evaluated in terms of cost.

iii) Criteria for Technical Scores	Points
(a) Firm/Agency background	25
(b) Experience of similar work to UN/International Organizations	30
(c) /Development Organisations	
(d) Experience in CAG Audit	15
(e) Qualification & Experience of Identified team of experts	30
(f) Total Technical Score (TT)	100

CDRI, if required, may ask bidders for presentation/discussion on the solution offered. Failure on part of bidder to arrange the presentation/discussion on the date & place fixed shall result in the rejection of technical bids, and financial bids of these bidders shall not be opened. Also, if it is found after presentation/discussion that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. CDRI decision shall be final in this regard. The place for presentation/discussion shall be conveyed to the bidders at an appropriate date.

3) Financial Scores

Financial evaluation will be conducted among the firms with Technical scores of greater than or equal to 70%.

Those who fail to secure minimum points (less than 70%) will have their financial proposals filed or destroyed unopened and therefore not considered in the next stage of evaluation. The evaluation committee will determine if the financial proposals are complete and without computational errors. After initial review for reasonableness of costs to complete the assignment, points are assigned

Maximum Score on Financial Proposal (PP): 100 points to the technically qualified lowest bidder. Other qualified bidders shall be assigned financial score on percentile basis.

70 % weightage will be awarded for Technical Proposal and 30 % weightage will be awarded for Financial Proposal.

Composite Score (S) = $T_s * 0.7 + F_n * 0.3$ TT + PP = Highest Points

The Bidder with the highest Composite Score (S) would be considered for award of contract and will be called for negotiations, if required.

- 4)** Financial bids of only those bidders will be opened who are found to be substantially responsive and have qualified in the Technical Evaluation criteria. After opening of financial bids, QCBS system shall be applied to determine the preferred bidder and be eligible for award of the contract.
- 5)** Financial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document are liable for rejection by CDRI.

- 6) Under financial bid, in case of discrepancy between words and figures, the rates quoted in words shall be treated as final.
- 7) In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.
- 8) If more than one bidder happens to score equal composite rating, CDRI reserves the right to award the contract to any of the bidder or split the order and award the contract to more than one bidder, at its own discretion.
- 9) CDRI is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids.

VI) Terms and Conditions of Contract:

- 1) **BID EVALUATION:** Bidders are requested to quote their Financial Bid as per terms of this RFP (See Annexure 3). Applicable taxes should be shown separately.
- 2) The bids will be selected based on QCBS method.
- 3) **RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS:** CDRI, New Delhi reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. CDRI also reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever.
- 4) **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the CDRI, New Delhi shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 days' clear notice in writing. Similarly, if the Agency wants to rescind the contract, he/ she are required to give at least 30 days' written notice for withdrawal of services. **PERIOD OF CONTRACT:** The contract shall be for a period of Twenty-four (24) months from the date of signing agreement which may be renewed for additional months based on satisfactory performance.

- 5) RFP not an Offer: This RFP is merely an invitation for submission of proposals and not an offer to Contract. This RFP does not in any way legally obligate CDRIS to accept any of the submitted proposals in whole or in part, nor to select the lowest priced proposal.
- 6) False Statements in Proposal: At any time, if CDRIS determines any false statements in the submitted proposal, CDRIS may at its own discretion reject the proposal without any further consideration.
- 7) Reserved Rights: CDRIS solely reserves the right to disqualify any offer, waive off any deviations by offerors, extend the time for submission of proposals and terminate or modify the RFP process at any time.
- 8) Offer Verification: CDRIS may contact bidders to confirm contact person, address, bid amount and to confirm that the bid was submitted for this solicitation. AGENCY SUBORDINATE STAFF AND THEIR CONDUCT: If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct, or be incompetent, or insufficiently qualified, or negligent in the performance of its duties, or that it is undesirable for administrative or any other reason for such person(s) to be employed in the works, the Agency if so directed by the competent authority, shall remove such person(s) from CDRIS.
- 9) PAYMENT: The Agency shall submit an invoice with supporting documents. Payment will be made to the agency through Bank Transfer/Cheque.
- 10) With mutual consent between the CDRIS and the Agency, any other clauses can be included while executing the Contract. INDEMNIFICATION: - The hired Agency shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments and keep CDRIS indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the relevant acts etc. The Agency/Contractor will abide by all the rules and regulations of the relevant laws and rules framed there under and maintain all the Registers and display notices as required under the above-mentioned rules and regulations. CDRIS or its authorized representative shall be entitled to inspect all such records at any time.
- 11) TAXES, DUTIES AND LEVIES: All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of Submission of BIDs shall be borne by the Agency/Contractor. The selected Agency/Contractor (Contractor) will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.

12) Force majeure: Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or CDRIS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- iii) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

13) Penalty Clause: - CDRI reserves the right to levy penalty @ 1% of order value per week of delay beyond the scheduled service deliverables as per period subject to maximum of 10% of the order value. CDRI reserves the right to cancel the order in case the delay in service delivery and/ or of more than 10 (ten) penalties in 52 weeks. CDRI may consider relaxing the penalty, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances not attributed to the bidder. For any such relaxation, the bidder should seek prior written approval from CDRI by submitting proper justification with documentary evidences.

14) The bidder or CDRIS shall not be liable for delay in performing its obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days may lead to termination of contract by parties on mutual agreement. In case of termination all obligations expressed quantitatively shall be calculated as on the date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

15) Jurisdiction: The disputes, legal matters, court matters if any shall be subject to Delhi jurisdiction only.

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Annexure 1: Scope of work for the agency

S.N	Name of the Component	Activities	Frequency
1	For Section 12A of the Income Tax Act	<ul style="list-style-type: none"> Assistance in collation of necessary information through checklist of documents/information required. Assistance in submission of application form and other related information, if any, with the tax authorities; and Assistance in representation before tax authorities and regular follow ups for obtaining the registration. 	One Time
	TDS Compliances as per the due dates	<ul style="list-style-type: none"> Preparation & verification of monthly TDS Challan. Deposit of monthly TDS. Preparation, Verification & Filing of Quarterly & Annual E-TDS Returns. Downloading of TDS certificates (Form 16A for vendors and Form 16(Part A and B) & Form 12BA for salary). Filing of Revised Returns, if required. Advisory on TDS applicability. 	Monthly/ Quarterly
2	Annual Compliances	<ol style="list-style-type: none"> Annual Financial Statement Preparation: <ul style="list-style-type: none"> Preparation of Annual Statutory Accounts and Tax accounts (including 3CD tax audit schedules) in line with Indian GAAP with all necessary disclosure statements. Annual Income Tax Return: <ul style="list-style-type: none"> Calculation of estimated income tax including quarterly payments of advance tax, if required. Reviewing necessary information/documents and assisting in reconciliation of the same, if required. Ascertaining taxability on basis of prevailing tax provisions and judicial precedents. Preparation of computation of total income and taxes payable thereon, if any. Preparation of challans for income tax, if required. Interacting with CDRIS for finalization of Tax return including computation of total income; and Filing of Tax return. Any other related task/activity. Annual Audit: <ul style="list-style-type: none"> Ensuring smooth completion of audit. Responding to queries of auditors in consultation with CDRI. Annual Filing to Registrar of Society <ul style="list-style-type: none"> Minutes of the Meetings. Governing Body as on last date of financial year. Signed Financial Statements. Any other document as and when required. 	Quarterly/ Annually

3	Lower withholding certificates	<ul style="list-style-type: none"> • Assistance in drafting of application to be filed with the tax authorities along with preparation of projections and computation of taxability. • Assistance in preparation of information/document checklist required for filing Form 13 along with the lower withholding application. • Assistance in collating of information/documents and discussions with CDRIS team for finalization of details/application. • Assistance in filing of application over the income-tax portal. • Assistance in representation before the tax authorities for processing of our application; and • Responding to queries of the tax authorities and regular follow-ups for disposal of our application. 	Ongoing
5	Foreign Contribution Regulation Act, 2010 ('FCRA')	<ul style="list-style-type: none"> • Necessary advisory in relation to FCRA: in terms of donation, funds received, tax exemption, its criteria etc. • Finalization of procedures and application as per the objectives of society. • Assistance in obtaining prior permission under FCRA: • Assisting Society in drafting suitable replies to queries/ information sought by MHA from time to time. • Time to time follow up with MHA; and • Assistance in obtaining prior permission of the Society • Filing of Quarterly/Annual Returns 	One Time/ Ongoing
6	GST & other Indirect Tax Compliances	<ul style="list-style-type: none"> • Preparation & verification of monthly GST Challan. • Deposit of monthly GST. • Preparation, verification & Filing of Monthly, Quarterly & Annual GST Returns. • Review of contracts proposed to be entered into with the customer / vendor in terms of the GST law(s) and evaluating the GST implications thereon. • Advising on the GST (tax) applicable rates on various transactions of CDRIS. • Providing tax advice and assistance on day to day routine GST queries raised by CDRIS. • Provision of updates on any developments/ amendments in GST legislation which could have an impact on the operations of CDRIS. • Advising on any other Indirect tax issues identified by CDRIS, by way of sending replies to queries from time to time. 	Ongoing

- The above list is not exhaustive. The Agency/Firm will be expected to provide advice on all applicable statutory compliances as per need.
- CDRIS reserves right to implement/withdraw any statutory decision brought in force.

Annexure 2: Format for Proposal (Technical Bid)

Format for submitting information

- 1) Name of the Organization / Agency
- 2) Address, Phone, Email (Copy of proof attached)
- 3) Name and contact details of nodal person (Copy of proof attached)
- 4) Year of establishment of agency (Copy of proof attached)
- 5) A brief write-up about the agency describing competence to provide required services
- 6) Financial Bid quoting monthly retainership fee for the services along with terms (See Annexure 3)

Other documents and eligibility criteria:

- 1) Registration / incorporation details (Copy of proof attached)
- 2) Self-certification for not being blacklisted/debarred by any Govt. Institution (Copy of proof attached)
- 3) List of completed projects of similar nature and brief description of services performed. (Copy of proof attached)
- 4) Year-wise annual turnover details for the last 3 financial years (from 2016-17) with supporting documents (Copy of proof attached)
- 5) Any documents in support of above or eligibility criteria mentioned in the Tender. (Copy of proof attached)
- 6) Any documents or reports supporting the profile of the Agency. (Copy of proof attached)

ANNEXURE 3: Financial Quote

[Location, Date]

To
Deputy Dir. (HR & Admin)
Coalition for Disaster Resilient Infrastructure
1 Copernicus Marg, Mandi House,
New Delhi- 110001

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting Assignment/job for _____[Insert title of Assignment/job] in accordance with your Request for Proposal dated _____[Insert Date] and our Technical Proposal.

- Financial Proposal as per Annexure 1 is for the sum of Rs. _____ [Insert amount(s) in words and figures] per month including GST amount of Rs. _____ (Insert amount(s) in words and figures)

We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Signature and stamp of the bidder)