

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
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| बिड बंद होने की तारीख/समय /Bid End Date/Time | 08-05-2026 16:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 08-05-2026 16:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 90 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Electronics And Information Technology |
| विभाग का नाम/Department Name | Department Of Electronics And Information Technology |
| संगठन का नाम/Organisation Name | National Internet Exchange Of India (nixi) |
| कार्यालय का नाम/Office Name | New Delhi |
| वस्तु श्रेणी /Item Category | Manpower Hiring for Financial Services - Onsite; Tax Auditor |
| अनुबंध अवधि /Contract Period | 1 Year(s) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 4 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 7 Year (s) |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required | Yes |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover | Yes Complete |
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover | Yes Complete |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

बिड विवरण/Bid Details

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| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 5 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| अनुमानित बिड मूल्य / Estimated Bid Value | 100000 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|---|---------------|
| एडवाइजरी बैंक/Advisory Bank | AXIS BANK LTD |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%) | 3.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14 |

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

NIXI OFFICE

National Internet Exchange of India B-901, 9th Floor, Tower B, World Trade Centre, Nauroji Nagar, New Delhi-110029
(National Internet Exchange Of India)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference | 100 |

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:as per bid document

The Bidder must have successfully executed at least YY projects of any value in past 3 years of providing similar services for at least ZZ different clients(Central/State Government, PSUs or any other government):as per bid document

Service provider must have a dedicated team of required manpower of XX for the projectas per bid document

Scope of Work:[1777284447.pdf](#)

Manpower Hiring For Financial Services - Onsite; Tax Auditor (2)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|--|---------------------|
| कोर / Core | |
| Deployment Location | Onsite |
| Type of Professional/Resources required | Tax Auditor |
| Certifications of Professional/Resources required | as per bid document |
| Qualification of Professional/Resources required | CA |
| Total Experience of Professionals / Resources (In years) | 8 - 10 Years |
| एडऑन /Addons | |

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

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|--|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | संसाधनों की मात्रा / Number of manpower deployed | अतिरिक्त आवश्यकता /Additional Requirement |
|---------------|---|---|--|---|
| 1 | Nittin Prakash | 110001,9th Floor, B-Wing, Statesman House, 148, Barakhambha Road, New Delhi | 2 | • Number of Months : 12 |

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

NOTE:

i. . The terms & conditions and eligibility Criteria Specified in this RFP document shall supersede the general terms & conditions of the GeM portal to the extent of any inconsistency.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.

4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



National Internet Exchange of India

B-901, 9th Floor, Tower B, World Trade
Centre Nauroji Nagar,

New Delhi-110029

Phone: 011-

48202000

**Request for Proposal for Appointment of Tax
Auditors**



National Internet Exchange of India

Brief introduction

NATIONAL INTERNET EXCHANGE OF INDIA (NIXI) was established and registered as a Section 8 Company under the Companies Act as under the Department of Electronics & Information Technology, NIXI is registered u/s 12A of the Income Tax Act and claiming the benefits u/s 11 to 13 of the Income Tax Act, 1961. The proceedings for assessment and appeals of NIXI for previous years are pending with Assessing officer/CIT(A)/ITAT. The objective of the society is to implement Presently 77 Internet Exchange Points of NIXI are operational across the country. The headquarters of the NIXI is situated at B-901, 9th Floor, Tower B, World Trade Centre, Nauroji Nagar, New Delhi-110029. Detailed profile of NIXI may please be browsed from URL [www.NATIONAL INTERNET EXCHANGE OF INDIA \(NIXI\).in](http://www.NATIONALINTERNETEXCHANGEOFINDIA(NIXI).in)

The services of tax professional are required at Head office i.e. Delhi strictly as per scope of work of this tender document.

NATIONAL INTERNET EXCHANGE OF INDIA

Scope of Work

- 1) Conduct of Tax Audit for trust, certification of accounts, issue of Tax Audit Reports (as specified/required under the Income Tax Act 1961/2025) & filing of tax audit report and any other report/statutory forms required for filing of income tax return for the F.Y 2025-26 before due date (as specified under the Income Tax Act 1961/2025).
 - 2) Audit report required to be furnished by Charitable Trusts or Institutions including NGOs registered under section 12A or approved under section 10(23C) of the Income Tax Act, 1961/2025 ('Act') in the Form specified/required under the Income Tax Act 1961/2025 before due date (as specified under the Income Tax Act 1961/2025).
 - 3) The auditor is accountable with respect to its scope of work and the assignment shall be carried out by a team lead only by FCA partner before due date. (as specified under the Income Tax Act 1961/2025).
 - 4) The whole assignment needs to be completed before statutory due date.
 - 5) In case of re-assessment or any other notification/query received from income tax, reply has to be given for same financial year 2025-26.
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NATIONAL INTERNET EXCHANGE OF INDIA

Instruction to Bidders

1. Submission of Bid

The interested bidder meeting the eligibility criteria as defined in the RFP document may submit their bid online in two parts as under:

a. “TECHNICAL BID” consists of all technical details in **“FORM-A”**

b. “FINANCIAL BID” as per GeM format

The complete bid must be submitted online at GeM by the due date and time. NIXI may, at its discretion, extend the bid submission date. The bid shall contain no interlineations, erasures or overwriting. Corrections, if any, are required to be authenticated by the authorized signatory. Bid once submitted shall not be allowed to be amended/withdrawn.

2. Contract Period

The appointment will be for the period of one year with the extension of two years if the services found satisfactory. However, NIXI reserve the right to terminate the contract during the contract period, without assigning any reasons.

3. Assignment

1. Bidder must submit its opinion/reply/advise etc. within the timeline provided by NIXI on a case-to-case basis.
 2. All draft replies/submissions related to assessment/appeal/ other matters shall **MANDATORILY** submitted by the bidder 7 days prior to the due date of submissions for
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approval of management of NIXI.

3. The bidder shall intimate in writing to NIXI towards the each effective/non effective hearing on the same day.
4. Bidder shall submit its strategy/methodology in writing to NIXI within one month from award of contract, for taking up the ongoing/upcoming Assessments/Appeals with any Tax Authority/Tribunal.
5. Bidder shall perform all work as mentioned in the RFP document without any fail.

4. Bid Securing Declaration

The bidders need to submit Bid Securing Declaration In lieu of Bid Security (Earnest Money Deposit) as per **Form -C**.

5. Performance Security

The successful bidder shall submit 3% of contract value as Performance Security in the form of e-PBG in favor of NIXI within 30 days of acceptance of appointment. The bank guarantee should be valid for the period of 14 months. NIXI will release the e-PBG to the successful bidder without interest after completion of contract.

6. Enclosures of the Bid

The documents as desired in **Eligibility Criteria** and **Form A** must be uploaded at GeM with the **Technical bid (Form A)**, otherwise the bid will be summarily rejected.

7. Currency

All quoted prices shall be in Indian Rupees.

8. Clarification regarding RFP

- a. The prospective bidders may raise their queries, if any, during the pre-bid meeting.
- b. In respect of interpretation/clarification on any matter relating to this RFP document, the decision of NIXI will be final.

9. Validity of Bid

The validity of the proposal will be 90 days from the last date of submission of proposal as specified in the RFP document.

10. Rejection of the proposal

- a) The bidder is expected to examine all instructions, formats, terms & conditions and schedule of work in the bid document. Failure to furnish all information required as per RFP document or submission of proposal which is not substantially responsive to the RFP document in every aspect may result in rejection of proposal. In respect of interpretation/clarification and any matter relating to this RFP document, the decision of NIXI will be final.
 - b) Proposals not submitted in the prescribed format will be summarily rejected.
 - c) Proposals submitted without Bid Securing Declaration will be summarily rejected.
 - d) Proposals not meeting the criteria mentioned in Eligibility of Bidders as per RFP document will be summarily rejected.
 - e) The bidders shall submit the entire requisite document as
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specified in the RFP document, failing which, the proposal is liable to be rejected.

- f) The proposals received after a specified date & time will not be considered.

11. Opening of Bid

The bids shall be opened at the scheduled date and time at the portal of GeM. The prospective bidders/their authorized representative may attend the bid Opening proceedings.

12. Evaluation of Bid

1. Proposals once submitted shall not be allowed to withdraw. Any default after acceptance of proposal by the successful bidder shall be deemed to be non-compliance with the terms of contract and would be liable to cancellation of contract and Performance Security shall be forfeited.
2. NIXI reserves the right to reject any or all the proposals or accept them in part or to reject lowest proposal without assigning any reason thereof.
3. The proposals will be evaluated on the basis of details submitted in **Form "A"** of the RFP document along with requisite documents.
4. The financial bids will be evaluated only of those bidders, who will meet the requirements mentioned in Eligibility Criteria and **Form "A"** of the RFP document.

13. Award of Contract

Contract will be awarded to lowest proposal (L1) of Financial Bid. In the case of the same L1 rates of more than one bidder (i.e. in the case of tie), the contract will be awarded on the basis of more experience of the respective bidder. The decision of NIXI in this regard shall be final and binding to the bidders.





NATIONAL INTERNET EXCHANGE OF INDIA

PAYMENT TERMS

Payment will be released to the successful bidder on submission of Invoice i.e. 90% on the completion of work and 10% after completion of 1 Year.

- a) Payments are subject to deduction of TDS etc. as per rules. NIXI will not be liable to pay interest on account of delay payment etc.

- b) NIXI will not release the further payment to the bidder in case the awarded assignment is not completed in the stipulated time or in the event of any difference/dispute. In that case, NIXI reserves the right to terminate the contract with or without any reason.

No claim of TA/DA, conveyance, boarding & lodging, reimbursements etc. will be considered by NIXI before, during or after the contract period.



NATIONAL INTERNET EXCHANGE OF INDIA

PENALTIES

Liquidated Damages:

The bidder shall be charged with Liquidated damages @ 1% per week or part thereof for the first four weeks of delay, thereafter @ 2% per week up to a maximum of 10% of the total contract value. Subsequently, NIXI retains the right to terminate the contract without assigning any reason and no payment shall be released and Performance Security may also be forfeited.

Condone of delay period:

In the event of delay in completion of assignment, which is not attributable to bidder, Competent Authority reserves the right to condone such period of delay, provided bidder has submitted adequate justification in writing. Further, NIXI reserves the right to revise/change the schedule of delivery.

Termination by default:

NATIONAL INTERNET EXCHANGE OF INDIA (NIXI) may, without Prejudice to any other remedy for breach of contract, by written notice of default sent to the selected bidder, terminate the contract in whole or part. NIXI also reserves the right to ban its business with the bidder within NIXI and same will also be apprised to the appropriate forums like ICAI etc.

Disputes:

All disputes or differences whatsoever arising between the parties out of or relating to this RFP document shall be settled through arbitration proceedings

as per Indian Arbitration Act. In such a case, CEO, NIXI will be the Competent Authority for appointment of the Sole Arbitrator.

Force Majeure

If, at any time, during the continuance of the work contract, the performance in whole or in any part by either party of obligation under the work contract shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this work contract nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. The performance of the work contract shall, however, be resumed as soon as practicable after such eventuality has come to an end.



NATIONAL INTERNET EXCHANGE OF INDIA

ELIGIBILITY CRITERIA

1. Chartered Accountant firms having their office at Delhi NCR region may send their proposals for appointment as Tax Consultant of NIXI.
 2. The bidder must have 3 nos. of partners not below the FCA. The same shall be verified from the certificate issued by ICAI.
 3. The bidder must have experience in the field of consultancy provided to Government/Ministry/Department/PSUs/Autonomous Body/Societies/Corporation in the field of Taxation. The bidder must have been awarded at least two (02) consultancy contracts each for the value of Rs.1.25 lakh or above (inclusive of taxes) by any Central Government/ Autonomous Body/Ministries/Departments/PSUs/Societies/ Corporation in the last four financial years i.e., from 01.04.2021 to 31.03.2025.
 - Copy of PO/WO/Contract etc. need to be enclosed as documentary evidence.
 4. The bidder must have annual average Receipts/Turnover of Rs. 25 lakh in the last three financial years i.e. from FY 2022-23 to 2024-25 and should not have negative net worth in any of the financial year. Copy of financial statements of the bidder for each financial year must be enclosed.
 5. The bidder should not be blacklisted from any
-

Government/Ministry/ Department/PSU/Autonomous Body
of Central or State Govt.

6. The following documents (self-attested) are required to be submitted along with proposal.
 - a. GST Registration No.
 - b. PAN of bidder.
 - c. Copy of Registration with ICAI.

Note: i. Necessary supporting documents need to be enclosed.

- ii. ***The terms & conditions and eligibility Criteria Specified in this RFP document shall supersede the general terms & conditions of the GeM portal to the extent of any inconsistency***
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FORM A
Technical Bid Form

1. (a) Name of the Bidder :

 - (b) Postal Address :

 - (i) Telephone No. :

 - (ii) Fax No. :

 - (iii) Email :

 2. Date of its Establishment :

 3. Name & Qualification of Partners :

 4. Experience of Bidder :

 5. Turnover of bidder in last three Financial years :

(Copy of Audit Report and Financial Statements along with
schedules must be enclosed with proposal)

 6. PAN. (Copy enclosed) :

 7. GST No. (Copy enclosed) :

 8. Registration no. (Copy enclosed):
-

9. Any other information :

I.....(designation).....of

(Name of the bidder)

..... hereb

y

declare to accept the Terms & Conditions of the RFP

Document for appointment as Tax Consultant.

Authorized Signatory

OFFICE SEAL

Date: _____

Place: _____



FORM B

DECLARATION

We declare and confirm that (i) we have not been blacklisted or deregistered by any central/ state government department or public sector undertaking and none of our works had ever been terminated by client after award of contract, during last three years; and (ii) no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We acknowledge the right of NIXI, if NATIONAL INTERNET EXCHANGE OF INDIA (NIXI) finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded, to declare the Contract to be null and void.

We also declare that the data provided by NIXI for Tax consultancy will be used only for this purpose only and it will not be shared /accessed to any person/institution/firm/company/corporation/body etc. without the written consent of NIXI. We acknowledge the right of NIXI, if NIXI finds to the contrary, NIXI is entitled to claim appropriate compensation from us and the decision of NIXI in this regard shall be final.

Authorized Signatory with
Seal

(To be submitted/uploaded on Bidder Letter Head)

FORM C

BID SECURING DECLARATION

We, M/s _____, accepting that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, we will be suspended for the period of 12 months from being eligible to submit Bid for contracts with NIXI.

Authorized Signatory with
Seal

