



CSIR – CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH
(Council of Scientific & Industrial Research)
BARWA ROAD, DHANBAD-826001



Ref. No.: CIMFR/W&S/C.A/2023

DATE : 18-10-2024

NOTICE INVITING TENDER

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-CIMFR, Dhanbad for Chartered Accountant Service Consultants for filing Income Tax, Professional Tax and GST returns, etc. for CSIR-CIMFR from Registered Chartered Accountant. Before submitting the tender, the bidder should inspect the site/location, nature of work, working conditions etc. No claim whatsoever shall be entertained for any ignorance or otherwise under any circumstances after the award of the contract.

Sl. No.	Name of work	Estimated Bid Value (in Rs.)	EMD (in Rs.)	Duration of work
1	Contract for hiring of Chartered Accountant Service Consultants for filing Income Tax, Professional Tax and GST returns, etc. on behalf of CSIR-CIMFR, Dhanbad. Bid availability on GeM (Govt. e Marketplace): hiring of consultants services.	Rs. 09,60,000/- (Rupees nine lakh sixty thousand only)	Rs.28,800/- (Rupees twenty eight thousand eight hundred only) Bidders claiming exemption of EMD must submit supporting documents.	12 (Twelve) Months *Contract can be extended for further 12 months on satisfactory performance of successful bidder / Consultants.

Bid Publish Date	As per GeM
Bid End Date	As per GeM
Technical Bid Open Date	As per GeM
Clarification to be provided	Within 2 days from the date of seeking clarification
Bid life cycle (from the date of publish)	180 days
Bid offer validity (from End date)	75 days

Tender documents can be seen in the website <https://gem.gov.in>. The EMD of Rs. 28,800/- in the form of A/C payee separate demand draft from any scheduled Bank should be drawn in favour of the Director, CSIR-CIMFR, Barwa Road, Dhanbad payable at Dhanbad. A scanned copy of EMD may be uploaded in GeM and the original demand draft should be submitted at this office before or within one weeks' time from the last date of bid submission. Non-submission of the EMD within the stipulated date will not be considered as technically qualified bidder for opening of financial bid.

The Director, CSIR-CIMFR, Dhanabd reserves the right to accept or reject any tender in part/full or to split order without assigning any reason or to annul the tender process at any stage or split the order without assigning any reasons thereof.

-sd/-
ADMINISTRATIVE OFFICER

A. ELIGIBILITY CRITERIA :

1. The participating firms/consultants must be Chartered Accountant registered with ICAI.
2. The participating firms/consultants have a Head Office in the Dhanbad, Jharkhand.
3. Valid registration certificate issued by the appropriate Authority to carry out such consultants services.
4. The participating firms/consultants have a Annual Turnover of amounting an Rs. 75 lakhs during last three years i.e. 2021-22, 2022-23 and 2023-24.
5. The participating firms/consultants must not have been blacklisted by any Government/State Government/ Central or state Autonomous Bodies/Organisations/CSIR or any of its Laboratories/Institutes as on the date of submission of the bid.
6. The participating firms/consultants should have minimum five (5) years experience in handling the Direct and Indirect Taxes.
7. The participating firms/consultants should have experience in handling of GST Tax Value above 661 Crores annually and above.
8. Due to unique accounting system of CSIR and various sponsored projects modes, the participating firms/consultants having experience of minimum 02 years(out of 5 years total experience) related to services provided i.e. handling of TDS, GST and Professional Taxes to any CSIR National Laboratory will only be considered.
9. Before filing of GST, audit of the ongoing projects is necessary for reconciliation and assessing the actual liability of CSIR-CIMFR. Accordingly, the participating firms/consultants with 02 years GST audit experience in any CSIR National Laboratory will be consider for bidding.
10. In case of running contracts, a certificate from the competent authority of concerned department may be obtained and submitted stating the value of work concluded and satisfactory performance of the Service Provider/Consultant as on date along with the actual contract value with duration of work.

Note:- In the light of clause 3 of Ministry of Finance, Department of Expenditure procurement policy division OM no. F.20/2/2014-PPD(Pt.) dated: 20th September, 2016, Competent Authority of this Institute has approved to keep the experience criteria, as mentioned above for all startups and MSMEs.

B. DOCUMENTS TO BE SUBMITTED:

Bidders meeting the 'ELIGIBILITY CRITERIA' may submit their bid with the following details, failing which the technical bid shall be treated as incomplete and will be summary rejected :

- (i) Self-attested copy of valid registration certificate issued by the appropriate Authority to carry out such business.
- (ii) Self-attested copy of registration with GST Authority.
- (iii) Self-attested copy of PAN
- (iv) An undertaking that the Agency/Service Provider/Consultant is not blacklisted by any Government / Semi-Government Departments / Autonomous Bodies/ Organisations/ PSUs / CSIR or any of its Laboratories/ Institutes as on the date of submission of the bid as per attached Annexure.

- (v) Satisfactory completion certificate issued by concerned Organisation/Departments as per Sl. No. 4-8 of the 'ELIGIBILITY CRITERIA' with Name of Work, gross value of work done, the date of commencement and date of completion of the work.
- (vi) Bidders who claim that they are exempted from paying Earnest Money Deposit must submit copy of valid documents in this regard.
- (vii) Duly filled in Annexures in prescribed format from Annexure-I to Annexure-IV

The Technical bid must be submitted duly supported by the above documents. The Technical bid as submitted will be evaluated by a committee as constituted by the Competent Authority of CSIR-CIMFR. The committee will declare the technically qualified bidders as per the submitted technical bids and as per the criteria as mentioned above besides any other objective criteria as may be adopted by them. If any clarification is sought from any bidder, the bidder(s) must submit the required clarification within due date through GeM. Non-submission of the clarifications sought well within time or non-submission of the requisite documents as per the eligibility criteria will be summarily rejected.

Bids without required documents or not meeting the eligibility criteria will be treated ineligible bids and their price bid will not be taken into consideration.

The Bidder shall intimate the names of persons who are working with him/her in any capacity or subsequently employed by him/her and who relatives are as mentioned below. In case any of his/her relative is working in CSIR or CSIR-CIMFR, he/she has to intimate prior to submission of his/her bid and seek prior permission to participate in the tender process.

NOTE : A person shall be deemed to be relative of another if, and only, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Father's Father, Son's Son, Son's Wife, Son's Daughter, Son's Daughter's Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's Daughter's Husband, Brother (including step brother), Brother's Wife, Sister (including step sister), Sister's Husband.

Canvassing in any form is prohibited and the bid submitted by the Agency/Service Provider/Consultant , who resort to canvassing may be liable for rejection.

C. SCOPE OF WORK:

CSIR-Central Institute of Mining & Fuel Research, Dhanbad intends to engage a Tax Service Consultants, having experience in handling various issues related to Direct and Indirect Taxation, arising from time to time regarding under different Tax Rules, Services in the GST matters, all direct and indirect taxations rules followed in India and being implemented by the Govt. of India, are invited to participate in this bidding process. The work will be monitored on quarterly basis by CSIR-CIMFR, Dhanbad and the Service Consultant has to do the needful for smooth services related to work. The Service Consultant shall provide consultancy services as per the scope of work indicated below:

1. INDIRECT TAX

i. Goods and Services Tax (GST)

- Computation of monthly GST liability and preparing the challans.
- Computation of monthly GST credit and adjustments thereof.
- Maintenance of the GST Credit register for input services used based on documents provided by the client.
- Reconciling of the GST liability account on regular basis.
- Preparation and submission of the monthly/quarterly/half-yearly returns in appropriate Form of GST.
- Scrutinizing documents from time to time to ensure proper compliance.
- Providing updates on statutory changes in GST related matters to the Client.
- The Service Provider/Service Provider will be representing CSIR-CIMFR as and when required to the concerned authorities.
- Providing monthly information of GST liability and GST credit as applicable to CSIR-CIMFR, Dhanbad.
- Training the staff deputed by CSIR-CIMFR, Dhanbad on GST procedural matters.
- Preparation and submission of replies against the notice issued by the tax authority from time to time.
- Consultation as and when required to the queries from any statutory authority like CAG/Internal Audit.
- Computation of monthly GST liability for purchase of goods and services made from Bidders/vendors/service providers including project collaborating and implementing partners.
- Computation of monthly GST liability for reverse tax mechanism.
- Providing assistance and guidance for any changes required in the online portal for GST implementation at present/future.
- Computation and timely filing thereof of GST TDS/TCS.
- Conducting audit and reconciliation of different projects of CSIR-CIMFR as per mutually agreed rates.

ii. GST & other direct & indirect Litigations

- Handling the existing and future appeals and notices – drafting the replies/appeals, filing of the reply/appeal and attending the hearings.
- Briefing the legal counsel, if any, appointed for handling critical litigations.
- All issues relating to custom duty/IGST and any statutory taxes/levies related to clearance.

2. DIRECT TAX

Annual Tax return and Withholding Tax Compliance

- Filing of TDS/TCS return (Monthly/Quarterly/Annually) as per provisions of the Income Tax Act.
- Under the Indian tax laws, Research institutions are also required to deduct the tax at source on various payments made on account of both domestic and international transactions. Further, the law imposes an obligation on the companies to deduct tax and deposit the same with the Government on timely basis. Research Institutions are also required to issue certificates for the tax deducted at source (TDS/TCS) to the payee and file quarterly

TDS/TCS return with the tax authorities. This job should be done by the tax Service Provider Service Provider on behalf of CSIR-CIMFR.

- Handling 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 proceedings as applicable, drafting/filing the submissions for stay of any demand, review of orders, etc and attending hearing.
- Advising CSIR-CIMFR, Dhanbad 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 CSIR-CIMFR, Dhanbad in various Statutory Authorities and representing CSIR-CIMFR, Dhanbad in pending ITAT cases.
- Pursuing, assisting and coordinating with Income Tax Authorities for timely getting the refunds due to CSIR-CIMFR, Dhanbad.
- Rendering expert opinion as and when required by CSIR-CIMFR, Dhanbad for all the taxation issues including international taxation matters, etc. Updating CSIR-CIMFR, Dhanbad on all day to day changes in relevant taxation laws and suggesting measures for effective adaptation of changes in CSIR-CIMFR, Dhanbad, wherever required.

In this connection, the Service Provider should also provide the following services:

- a) Advice on TDS/TCS rates on various categories of payments (including salary); and
- b) Review of quarterly statements in respect of tax deducted/deposited from Salary, Honorarium of/from Service Providers, Service Providers and Contractors etc. before filing return.
 - Filing of application and submissions/replies to be filed with the income tax authorities in relation to the above;
 - Providing representation and appearance before the income tax authorities in connection with the issue of lower/Nil withholding tax certificates;
 - Filing additional letter/application and representation before the income tax authorities in connection with updating the list of payer in the certificate obtained by CSIR-CIMFR, Dhanbad, if required.
 - Compliance of all Taxation issues relating to or arising out of Foreign Payments.

ON SITE VISIT

- i. One representative (must be a qualified tax professional) of the Tax Service Consultant, having experience in dealing Tax matters, will be required to visit CSIR-CIMFR, Dhanbad (including all Regional Units, as required/ informed by concerned authority) at least three days in a week to verify the deduction of tax and preparation of challan (GST) and to assist filing of monthly/quarterly return and to assist for filing correction statement. The Service Provider will be required to visit CSIR-CIMFR, Dhanbad on a short notice for discussing on urgent matters with the Director/BDIL Head (Both Campuses)/Administration/Finance & Accounts/Purchase Department OR any other Officer of CSIR-CIMFR, Dhanbad, as the case may be. The data/information in requisite format will be prepared by the designated person from Service

Provider based on the data/information/documents provided by CSIR-CIMFR in soft/hard copies at CSIR-CIMFR.

- ii. One partner of the firm with at least five years experience in relevant areas of the Tax Service Consultant should be available at least **three days in a week** to discuss the important and pending issues. The Service Consultant will be required to visit CSIR-CIMFR, Dhanbad on a short notice for discussion on urgent matters with the Director/BDIL Head/Head of Administration/Head of Finance & Accounts/Head of Purchase of CSIR-CIMFR, Dhanbad.
 - iii. One representative should be permanently deployed in CSIR-CIMFR at own cost.
3. Any other professional services in addition to above mentioned work required from time to time. Charges to be decided mutually on case to case basis depending upon the nature of work.

D. TERMS AND CONDITIONS

1. Canvassing in connection with the tenders is prohibited and the tenders submitted by the Service Provider/Consultant /consultant who resort to canvassing are liable for rejection.
2. Except rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Conditional bids and bids with altered formats will be summarily rejected.
3. No advance payment would be made to the firm in any case.
4. The Service Provider/Consultant shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of Performance Security.
5. Regular monthly bills shall be submitted in triplicate to the authority specified in contract along with satisfactorily completion certificate as provided by the user in the first week of subsequent months. Office will deduct Income Tax as per IT Act and other applicable taxes. PAYMENT will be made within 30 days after receipt of monthly bills in order.
6. The contract agreement is to be signed and Performance Security @ 10% of estimate cost has to be submitted by the Service Provider/Consultant within 21 days of issue of work order on GeM portal.
7. The duration of the contract shall be initially for a period of one year from the date of commencement of the contract. The contract may be extended on such terms and conditions on six monthly basis for a maximum period of one more year as mutually agreed upon and satisfactory work report of the Service Provider/Consultant. The Director, CSIR-Central Institute of Mining and Fuel Research, Dhanbad will have the right to terminate the contract at any time without assigning any reasons.
8. The L-1 shall be decided keeping in view the component of lowest quoted amount. In case of tie in the amount of service charge quoted by the bidders, the criteria for final decision shall be taken as per decision of Competent Authority.

9. Contact details of the Officer for clarification/Information on Tender:

Section Officer (Works & Services),
CSIR-CIMFR, Barwa Road, Dhanbad-826001
e-mail: works.servicessession@gmail.com

10. Earnest money will be forfeited if the Service Provider/Consultant fails to commence the work as per letter of award.
11. The successful bidder who will be awarded the contract has to furnish an e-PBG for an amount equivalent to 10% of the estimated bid value of the work, drawn in favour of Director, CSIR-CIMFR, Dhanbad within 21 days from the date of issue of award letter as Performance Security Deposit. The Performance Security shall remain valid for a period of six months beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider/Consultant accordingly.

E. TERMINATION OF CONTRACT:-

- a) On the expiry of the contract period as stated above
- b) By giving one month's notice by CSIR on account of:
- i) for committing breach by the Service Provider/Consultant of any of the terms and conditions of this agreement.
 - ii) on assigning the contract or any part thereof to any sub- Service Provider/Consultant by the Service Provider/Consultant without written permission of the Lab./Instt.
- c) On Service Provider/Consultant being declared insolvent by competent Court of Law.
- d) Director, CSIR-CIMFR may terminate the contract in whole or in part by serving one month notice as per his convenience.

During the notice period for termination of the contract, in the situation contemplated above, the Service Provider/Consultant shall keep on discharging his duties as before till the expiry of notice period.

F. INDEMNIFICATION:

1. That the Service Provider/Consultant shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the Service Provider/Consultant. In case any employee of the Service Provider/Consultant so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Service Provider/Consultant to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Service Provider/Consultant to CSIR on demand. Further, the Service Provider/Consultant will ensure that no financial or any other liability comes on CSIR in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.

2. That the Service Provider/Consultant shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Service Provider/Consultant under this contract.

G. ARBITRATION

In the event of any question, dispute / difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator shall be final and binding on the parties.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996, and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.

H. JURISDICTIONS:

The District courts at Dhanbad, only shall have the jurisdiction for the purpose of this contract.

The above terms and conditions are acceptable to me/us and I/we shall abide by the decision taken by the Director, CIMFR on this tender.



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ANNEXURE – I

UNDERTAKING BY THE SERVICE PROVIDER/CONSULTANT

Certified that I/We have read and accept the instructions given in the tender document. I/ We undertake to provide consultant service as per requirement from time to time as detailed in Scope of Work during the contract period, as mentioned in the NIT. The rate or service charge quoted shall remain during the contract period. I/ We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these Tender documents.

Place:	Signature of the Service Provider/Consultant with date and seal
Date:-	Address:
	Tel.No:
	Mobile No:
	Fax No:
	Email:
	Website:
	Official Seal



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ANNEXURE – II

NAME OF WORK : “Contract for hiring of Chartered Accountant Service Consultants for filing Income Tax, Professional Tax and GST returns, etc. on behalf of CSIR-CIMFR, Dhanbad.

“PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION”

Whereas, I/We (Name of the Agency)..... Have submitted bids for (Name of the work).....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If, after the opening of tender/ bid open date, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender document.

Or

(2) If, after the award of work, I/We fail to sign the contract, or to submit Performance Security Deposit before the deadline defined in the tender document.

(3) I/We shall be suspended for one year and shall not be eligible to bid for CSIR-CIMFR tenders from date of issue of suspension order.

Signature of the Bidder

(TO BE PRINTED ON LETTER HEAD)

DECLARATION OF RELATIONSHIP

I/We (Name) Sh. _____ is working as Service Provider/Consultant / Partner/ Sole Proprietor (strike out word which is not applicable) of _____ (Name and address of the firm) do hereby solemnly affirm and declare that NO RELATIVE(S) of mine is/are working in any CSIR Laboratories/Institute or CIMFR, Dhanbad.

Signature with date and seal of the tenderer

[OR]

I/We (Name) Sh. _____ Is working as Service Provider/Consultant / Partner/ Sole Proprietor (strike out word which is not applicable) of _____ (Name and address of the firm) do hereby solemnly affirm and declare that Sri/Smt/Dr. _____ (name of the employee) is working as permanent staff at CIMFR, DHANBAD and holding the post of _____ at CIMFR, DHANBAD. Or _____ is working as permanent staff at _____ (Name and address of CSIR laboratory/Institute) is holding the post of _____ is my relative as _____.

Signature with date and seal of the tenderer

Relative(s) may be the following list person :

[NOTE : A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu Undivided Family (HUF), or (b) they are husband and wife, or (c) the one is related to the other in the following manner : Father, Mother (including step mother), son (including step son), Daughter (including step daughter), Grandparents, Grandson, Grand daughter, Son's wife, Son's daughter, husband of Son's daughter, Daughter's husband, Daughter's son, Wife of Daughter's son, Daughter's daughter, husband of daughter's daughter, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.]

(TO BE PRINTED ON LETTER HEAD)

NON DISCLOSURE DECLARATION CERTIFICATE

I M/s..... hereby declare
that I shall not disclose the contract or any provision, specification, sample or information thereof to any
third party during and after expiry of Contract.

If defying the norms as per the Contract a legal action may be taken against me as per the existing rules.

Signature with date and seal of the tenderer

Price Bid Proforma

Sl. No	Description of work	Price quoted (exclusive of taxes)	Rate and amount of Tax	Total Amount
1.	(a) Indirect Tax			
	(b) Direct Tax			
TOTAL				

Signature of Authorized Representative

With Seal and Date