

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषदCouncil of Scientific & Industrial Research) अडयार, चेन्नईAdyar, Chennai-600 020

निविदादस्तावेजTENDER DOCUMENT

Engagement of Tax Consultant (GST And Income Tax) for CSIR-CLRI, Chennai and its Regional Centres at Ahmedabad, Jalandhar, Kanpur and Kolkata.

फ़ाइलसंख्या /File No.: Consultant/Tax/2024/Genl

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Date: 26.11.2024

No. Consultant/Tax/2024/Genl

ई-निविदाआमंत्रणस्चना E-NOTICE INVITING TENDER

CSIR-CLRI is an R&D Organization carrying out number of research projects in the field of Leather Technology. It also carries out consultancy, technical services and sponsored projects for external agencies in the relevant areas. CLRI has registered under GST since FY 2017-18. The average amount of external cash flow to the organization is more than Rs. 5.0 Crore per year.

 E-Tender under two bid system are invited by the Director, CSIR-Central Leather Research Institute, Chennai for the following contract from those who have provided similar consultancy service to Government Departments /Autonomous Organisations / PSUs / Govt. Undertakings, etc. in the last three years.

Name of Contract	EMD	Period of contract
Engagement of Tax Consultant (GST and IT) for CSIR-CLRI, Chennai and its regional centres at Ahmedabad, Jalandhar, Kanpur and Kolkata	Rs.20,000/- (through SBI Collect)	01 (one) year

- 2. Earnest Money Deposit (EMD):An Earnest Money Deposit of Rs.20,000/- (Rupees twenty thousand only) should be paid through e-Payment (SBI Collect) and the e-payment receipt should be uploaded while submitting the tender document online. The SBI Collect Link is also available on the website, www.clri.org. No other mode of payment shall be accepted. The Date of e-Payment for EMD should be on or after the date of notification of the tender. Tenders received without e-Payment Receipt will be invalid.
- 3. **Period of Contract:** Engagement of Tax Consultant (GST and IT) is for a period of 01 (one) year, with scope for extension for further period on mutual consent, at same rates, subject to satisfactory performance during the contractual period.
- 4. समयसारिणीTime Schedule: The Time Schedule mentioned in GeM portal may be followed.
- Tenders can be downloaded from GeM portal: https://gem.gov.in and CSIR-CLRI website: www.clri.org. The tender shall be submitted online through https://gem.gov.in by the tenderer as per the time schedule mentioned above.
- 6. Eligibility Criteria / Technical Requirement& Documents that should be submitted:
 - a) e-Payment Receipt towards EMD should be submitted.
 - b) The bidder should be (i) a firm of Chartered Accountants/ Cost Accountants or (ii) GST and IT Practitioner. The CA Registration Certificate / Trade Certificate for carrying out aforesaid activities should be submitted as proof.
 - c) The firm should have at least three years of experience in providing similar tax consultancy service (GST and Income Tax) to Government Departments /Autonomous Organisations / PSUs / Govt. Undertakings, etc. Proof for the same should be submitted.



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- d) The annual turnover of firm providing tax consultancy services should not be less than Rs.5 lakh per annum for the last three years. i.e. for FY2021-22, 2022-23 & 2023-24. If audited balance sheet is not ready for FY 2023-24, annual turnover of FY 2023-24 may be submitted.
- e) The firm should have their active and fully functional office in Chennai.

Note: Only valid proof like GST Registration Certificate/ Electricity bill / Telephone Bill / Municipal Tax Bill in the name of the firm or Receipt / any other document sufficiently establishing the address of the firm will be accepted as proof. The authorized representatives of CSIR-CLRI may visit the offices of the bidders to satisfy that a fully functional branch of the firm exists in Chennai. If after the visit, it is found that a firm operates with just a dummy/skeleton office structure or in tie-up with other firms, then such firms are liable to be rejected technically.

- f) An undertaking that the Agency/company/firm is not blacklisted by any CSIR Institute / any Govt. department should be submitted in tenderer's letterhead.
- g) Details of Firm as per format enclosed in page 8 of this NIT, should be submitted.
- 7. In case credentials submitted found to be false/ forged / incomplete / doubtful credential/the offer shall be rejected straight away and shall not be taken for evaluation / comparison purpose. The tender may be deemed as invalid at any stage if the submitted credentials are found to be false or forged. CLRI reserves the right to forfeit 100% of the EMD in such cases and if awarded, to cancel the contract. No further clarification will be sought from the tenderer.
- 8. Before tendering, the tenderer shall fully acquaint himself/herself about the nature and extent of the requirement for the satisfactory execution of the contract.
- 9. Before the deadline for submission of tender, the Tender Document may be modified by CLRI by issue of addendum/corrigendum which will be hosted at GeM Portal &CLRI website, which shall become a part of the tender document. Issue of addendum / corrigendum will however be stopped 3 days prior to the deadline for submission of tenders. To give prospective Tenderers reasonable time in which to take the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by CLRI.
- 10. <u>Financial Bid:</u> The Financial Bid has to be filled as per the format provided in GeM portal and a break-up of the same should be uploaded in GeM portal. The tenderer should quote the rates in figure only, inclusive of all taxes, in the prescribed Financial Bid /Bill of Quantity (BOQ) format. Firm quoting lowest overall will be treated as L1 firm. Financial Bids shall be opened only for technically qualified bidders.
- 11. Except filling rates in figure only, the tenderer should not fill/write any conditions or make any changes, additions, alterations and modifications in the tender. Conditional quotes are liable to be rejected.
- 12. **Resolution of Tie Cases:** In case of a tie in the quoted amount by the bidders, preference will be given to the bidder who has completed higher value of similar assignments satisfactorily.
- 13. **Bid Validity:** Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work; validity beyond 90 days from the date of opening shall be by mutual consent.



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- 14. **Forfeiture of EMD:** If the tenderer withdraws the tender within the validity period, then CSIR-CLRI shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% (fifty percent) of the earnest money absolutely. Further, the tenderer shall not be allowed to participate in the retendering process for this work. 100 % (hundred percent) Earnest Money will be forfeited if the contractor fails to deliver as per the scope of work after the Award of the contract.
- 15. The tenderer shall not be permitted to tender for contracts in the concerned unit of CSIR in which a relative is posted in the grade between Sr.Controller of Administration and Assistant Section Officer (both inclusive). The tenderer shall also intimate the names of persons who are working with him/her in any capacity or subsequently employed by him/her and who are relatives as mentioned above.

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; or
- b. they are husband and wife; or
- c. the one is related to the other in the following manner: Father / Mother (including stepmother). Son (including step son), Son's Wife, Daughter (including Step Daughter), Father, Son's Son, Son's Son's Wife, Son's, Son's Daughter's Husband, Daughter's husband, Daughter's Son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.
- 16. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 17. In case any bidder is found to be involved in cartel formation, his/her bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
- 18. EMD of the unsuccessful tenderer shall be refunded within 10 days after finalization of tender and submission of e-Payment Mandate Form by the tenderer as per the format given at Annexure.

19. Security Deposit:

- a. The EMD amount of the successful bidder will be retained as part of security deposit. In addition, the consultant shall deposit an additional amount to make good 10% of the tendered and accepted value of the contract as Security Deposit to CLRI, within a period of ten days from the Award of contract.
- b. The Security Deposit payable to CLRI may be accepted (i) as Bank Guarantee of Scheduled Banks and State Bank of India or (ii) in the form of Fixed Deposit Receipts pledged in favour of the Employer or (iii) in the form of e-payment through SBI Collect website.
- c. The Security Deposit will be released after 6 months from the successful completion of the contract. No interest shall be paid by CLRI on SD deposited by the consultant.
- d. The consultant will not be allowed to start the work unless the Security Deposit is submitted by him/her. In case of failure by the consultant to furnish the Security Deposit within specified period, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely.

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- e. The Security Deposit shall be initially valid up to 8 months after completion of the contract. In case the contract gets extended, the contractor shall get the validity of Security Deposit extended to cover such enlarged time for completion of contract.
- f. The Employer shall not make a claim under the Security Deposit except for amounts to which the Employer is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the clause/ conditions of the agreement, within 30 days of the service of notice to this effect by the Employer. (ii) In the event of the contract being determined or rescinded under provisions of any of the clause / condition of the agreement, the Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- g. In case of termination of contract, this security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract.
- 20. Compensation: Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten percent of the estimated cost of the work as shown in the agreement.
- 21. No Advance Payment shall be made by CLRI. The payment will be made on monthly basis on producing the invoice. CLRI shall be authorized to make statutory deductions as applicable from the amount payable to the Consultant. GST claimed by the consultant in the bill shall be refunded only on production of payment receipt.
- 22. Consultant shall not do any extra assignments unless approved by the Director, CLRI. No payment for any extra assignments will be made if done without prior approval.
- 23. Sub-contracting in part or full of the assignment awarded to the successful Bidder is not permitted, except as specifically approved by CLRI.
- 24. Any and all information in written, electronic media or oral form and disclosed to the Consultant shall at all times remain the legal and absolute property of CLRI and the Consultant shall have no rights to use the information for any purpose other than that expressly authorized by CLRI.
- 25. It is the duty of the service provider to render the required services to their successor after their tenure (regarding the issues pertaining to their contract period) without any financial implications.
- 26. The financial accountability, if any, due to misrepresentation of rule/delays will be liability of the concerned CA firm/consultant.
- 27. The Director, CSIR-CLRI, reserves the right either to reject any or all the tenders or to accept them in part without assigning any reason thereof.

प्रशासननियंत्रक Sr.Controller of Administration



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SCOPE OF WORK

Engagement of Tax Consultant (GST And Income Tax) for CSIR-CLRI, Chennai and its Regional Centres at Ahmedabad, Jalandhar, Kanpur and Kolkata.

Consultant/Tax/2024/Genl

A) GOODS AND SERVICES TAX (GST)

- 1. Assessment & filing of GSTR1 and GSTR 3B for outward supply including verification of invoices on monthly basis for CSIR-CLRI and its 4 regional centres.
- 2. Periodic review of ITC claims to ensure maximum allowable credit is utilized without violating compliance for CSIR-CLRI and its 4 regional extension centres.
- 3. Checking and assistance in maintain GST records (cash register, credit register, liability register, GST invoice, debit note, credit note, input tax credit)
- 4. Annual returns along with GST Audit (GSTR9 & GSTR9C) for CSIR-CLRI and its 4 regional extension centres.
- 5. Assessment of activities related to e-way bill compliance.
- 6. TDS on GST- filing of GSTR7 on monthly basis for CSIR-CLRI.
- 7. The consultant or his authorized person/employee of his firm should be available if called for to clarify any GST related issue by visiting in person immediately.
- 8. The consultant should liaise with GST team and file GST returns within due date as not attract any penalty from the government.
- 9. Filing advance ruling, Letter of Undertaking (LUT) whenever it is necessary.
- 10. Standard Operating Procedure (SOP) has to be formulated in order to get inputs from the concerned departments.
- 11.To provide guidance leading to full compliance of all rules and regulations of GST Laws and its implementation from time to time.
- 12. Any other work related to GST as assigned by CSIR-CLRI, whether or not it pertains to the period of engagement of the firm/consultant has to be carried out.
- 13. Drafting and replying / communications to various letters, enquiries and demand cum showcause notices received by CSIR-CLRI in relation to GST along with annexures mentioned in the draft replies must be provided sufficiently before the due date of submission.
- 14. Represent CSIR-CLRI before the GST authorities in connection with the assessment proceedings, resolution of issues raised by them and related matters.



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- 15. Provide opinion / draft replies on the issues raised in various audits conducted by various Regulatory Authorities viz State and Central GST Departments whether or not it pertains to the period of engagement of the firm/consultant
- 16. To reconcile tax invoices and accounts statement on monthly basis
- 17. Ensuring proper compliance under RCM provisions, including identifying transactions liable for RCM and appropriate tax payment and reporting.
- 18. Conducting internal pre-audit reviews to ensure GST compliance and preparedness for external audits.
- 19. Advisory on GST-related implications for international services and transactions, such as import/export of goods and services.
- 20. Periodic comprehensive review of GST compliance processes, identifying gaps, and recommending corrective actions.
- 21. Maintenance and archival of GST-related documents for specified statutory periods, ensuring readiness for inspections or audits.
- 22. Specific compliance advisory for GST implications on government-funded projects, grants, and collaborations.

B) INCOME TAX (IT)

- 1. Verify quarterly TDS returns for employee income tax
- 2. File online/Offline rectification returns.
- 3. Interacting with the Income Tax Department and providing clarifications, explanations on behalf of the laboratory
- 4. Any other services connected with the above TDS notice from IT Department



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TECHNICAL BID - DETAILS OF CHARTERED ACCOUNTANT/ COST ACCOUNTANT FIRM

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SI.No.	Particulars	Particulars Given	Page No.
(1)	(2)	(3)	(4)
1.	Name of the Firm		
2.	Registration Number (Attach Copy)		
3.	PAN (Attach Copy)		
4.	GSTIN (Attach Copy)		
5.	Experience in years (Attach Copy)		
6.	Annual Turn Over in rupees (Attach Copy)		
7.	Location of the firm's fully functional office at Chennai (Attach Copy)		
8.	Whether the Agency/company/firm is blacklisted by any CSIR Institute / any Govt. department or not. (Attach Undertaking in firm's letterhead)		
9.	Email address		
10.	Mobile numbers of authorized persons		
11.	Any other information, if any.		

Declaration by the bidder:

This is to certify that I/We before signing this tender and quoting the rates have fully understood all the terms and conditions, scope of work and undertake myself/ourselves to abide by them.

Signature	of	bi	dd	er
	wi	th	se	al

Date: