CCMB

CSIR-CENTRE FOR CELLULAR & MOLECULAR BIOLOGY

(Council of Scientific & Industrial Research) Uppal Road, Hyderabad – 500 007, India

TENDER DOCUMENT

TENDER DOCUMENT FOR ENGAGING TAX CONSULTANT FOR INDIAN TAXATION MATTERS (DIRECT AND INDIRECT TAXES) IN CCMB, HYDERABAD

Ref. No. CCMB/Gen/TaxConsultant/2020

Date: 08.06.2020

NOTICE INVITING TENDER (NIT)

The Director, CSIR-CCMB, Hyderabad invites online bids under two-bid system (Technical Bid & Financial Bid) from approved Chartered Accountant firms engaged in Tax Consultancy service for Indian Taxation matters for the following Annual contract:

| SI. No. | Name of Work | Estimated cost (Rs.) | EMD (Rs.) |
|------------|----------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------|
| 1 | Engaging Tax Consultant for Indian Taxation Matters (Direct and Indirect Taxes) in CCMB, Hyderabad | 3,50,000/- for one year | 7,000/- by way of Demand Draft in favour of Director, CCMB, payable at Hyderabad |

CRITICAL DATE SHEET

| Tender No. | CCMB/Gen/TaxConsultant/2020 |
|---------------------------------------|--------------------------------------------------------|
| Tender Submission Start Date and Time | 08.06.2020 (Monday) at 01:00 PM |
| Tender Submission End Date and Time | 29.06.2020 (Monday) up to 2:00 PM |
| Date and Time for Opening of Tenders | 30.06.2020 (Tuesday) at 3:00 PM |
| Address for Communication | Administrative Officer |
| | CSIR – Centre for Cellular & Molecular Biology (CCMB), |
| | Uppal Road, Habsiguda |
| | Hyderabad 500007, TELANGANA |
| | E-mail: ado@ccmb.res.in |

Tenders shall be submitted only using **online** web portal https://etenders.gov.in and tenders in hard copy by mail / hand shall not be considered.

EMD in favour of Director, CCMB, may be submitted in an envelope duly super-scribed "TENDER FOR ENGAGING TAX CONSULTANT FOR INDIAN TAXATION MATTERS (DIRECT AND INDIRECT TAXES) IN CCMB, HYDERABAD" to Administrative Officer, CCMB, Hyderabad 500 007. Tender received without EMD will be summarily rejected.

[Y SRINIVASA RAO]
Administrative Officer

Scope of work

CSIR-CCMB intends to engage a qualified and established Chartered Accountant registered with Institute of Chartered Accountants of India (ICAI) with minimum five years of experience post registration as Chartered Accountant and tax consultant having vast experience in handling various direct and indirect taxation issues arising from time to time regarding Indian taxation.

Experts in the GST, Income Tax, Professional Tax matters, all direct and indirect taxations followed in India and other taxes and tax related regulations being implemented by the Govt of India from time to time, are invited to participate in this open competitive bidding process.

ELIGIBILITY CRITERIA

- 1. The Tax Consultant should be a firm/company/undertaking, engaged in providing consultancy services regarding direct and indirect taxes levied by the Central and all State governments.
- 2. The Consultant should have atleast 1 expert / FCA (Fellow Chartered Accountant) dealing in tax matters having minimum 05 years' experience in the field of providing direct and indirect tax consultancy and maintain accounts, audit & tax matters.
- 3. The Consultant should have minimum annual turnover of Rs. 20.00 lakhs (per annum) for the past three financial years to the date of making applications.
- 4. The Consultant should have an Office/Branch office in Hyderabad, State of Telangana.
- 5. The Consultant should have team of specialists in the matter of GST Rules & Regulations.

The Consultant shall provide consultancy services as per the indicative scope of work but not limited to mentioned below areas:

INDIRECT TAX

A. Goods and Services Tax (GST)

- * Providing a solution to upload ERP/GST data uploaded into GST network under GST regime implemented as per GST regulations.
- * Computation of monthly GST liability and preparing the challans.
- * Computation of monthly GST Input Tax Credit and adjustments thereof.
- * Maintenance of the GST Credit register for input services used based on documents provided by the client and checking, preparation and filing return for taking GST refund.
- * Reconciling of the GST liability account on regular basis.

- * Preparation and submission of the monthly (GSTR-1 & GSTR-3B)/ quarterly/ half-yearly in appropriate Form of GST and rectification of returns (if required).
- * Preparation and procedurally filing of Annual Returns under the GST and determination of eligibility of Input Tax Credit against supply of goods and services and availing Input Tax Credit against the same.
- * Preparation and submission of monthly returns for Tax Deducted at Source (TDS) under Goods & Service Tax before due date.
- * Scrutinizing documents from time to time to ensure proper compliance.
- * Providing updates on statutory changes in GST related matters.
- * Providing monthly information of GST liability and GST credit as applicable to CSIR-CCMB
- * Training the staff deputed by CSIR-CCMB on GST procedural matters
- * Preparation and submission of replies against the notice issued by the tax authority from time to time.
- * Attending and assisting the CCMB staff in preparing reply to the queries, raised by Internal and CAG audit of CSIR.
- * Computation of monthly GST liability for purchases of goods and services made from unregistered suppliers/vendors.
- * Computation of monthly GST liability for reverse tax mechanism.
- * Providing assistance and guidance for any changes required in the ERP system for GST implementation at present/future.

B. 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.

DIRECT TAX

A. INCOME TAX ACT

- * Preparation and filing of Annual Income Tax return / forms required as per provision of the Income Tax Act.
- * Filling of I-Tax returns through online system (TRACES) in prescribed time, submission of Quarterly/Annual returns rectification of returns (wherever necessary).

- * Preparing & filing Correction returns in case of default notices issued by Income Tax Department.
- * E-filling of returns of tax deducted at source in prescribed time.
- * Tenderer will be responsible for timely & accurate generation, compilation and binding of form No. 16(PART A & B in case of Salary, Part A in case of Non-salary) from website (TRACES).
- * Feeding /uploading of data of I-Tax deduction of employees/contractors.
- * Filling of I-Tax returns of 24Q&26Q format (for engaged Contractors).
- * Furnishing the original e-filing acknowledgement to CSIR-CCMB. Tenderer will provide the copy of return filed both soft/hard copies to CCMB of the above returns filed by them related to any previous Assessment year.
- * Follow-up with department for any refund due.
- * To examine any order/communication received from Income Tax Department and advise further course of action.
- * Assisting in preparation of replies/submissions for assessment proceedings, appellate proceedings and any other income tax related proceedings/notices/letters/summons etc.
- * To update about relevant changes/amendments/judgements in the Income Tax Act & Rules (more specifically having implications on CSIR-CCMB) regularly through mail.

TERMS AND CONDITIONS OF THE TENDER

- 1. The Tenderers are required to submit two separate Bids i.e. Technical and Financial, as per the prescribed proforma available in the Tender document as Annexure 'A' and Annexure 'B'.
- 2. Technical Bid shall contain all the necessary documents and fulfill the terms & conditions mentioned in the Tender document. Annexure A can be used as a checklist to ensure that the minimum required details are submitted
- 3. The enclosed Technical Bid in the prescribed format should be accompanied with Earnest Money Deposit (EMD) having validity for a period of 90 days from the date of opening of tender as notified in this document in the form of Demand Draft/Bankers cheque issued by any Nationalised/scheduled bank drawn in favor of "The Director, CCMB" payable at Hyderabad.
- 4. Submission of EMD of Rs. 7,000/- is a must and should be submitted along with the tender. In the absence of EMD the tender shall be summarily rejected.
- 5. The earnest money deposit shall be refunded to all the unsuccessful Tenderers, without any interest after finalization of the contract. EMD shall be refunded to the successful Tenderer on receipt of Security Deposit. No interest is payable on the EMD to either the successful Tenderer or the unsuccessful Tenderer. Exemption from payment of EMD is applicable as per the existing law if accompanied by the relevant orders/instructions issued by the appropriate authorities.
- 6. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory. Any alterations without authentication will be treated as a 'NIL' entry.
- 7. The bid shall be valid for 90 days from the date of opening.
- 8. Tender incomplete in any form will be rejected outright. Conditional tenders will also be rejected outright.
- 9. All the technical bids will be scrutinized along with the relevant documents for their authenticity and the Tenderer whose technical tenders are accepted will be considered for financial bids on the date & time as informed by the office.
- No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the Tenderer would stand forfeited.
- 11. The Financial bids of only those Tenderers who qualify in Technical Bid evaluation shall be opened. The financial bids of all those Tenderers who fail to qualify in the technical bid will not be opened under any circumstances.
- 12. The bidder among the technically qualified bidder with the lowest quote (L1 bidder) will be selected as the successful bidder. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 13. In case of tie for the lowest quote of Total Service Fee charged by two or more technically qualified bidders, the bidder with more experience in Government

- Organisations and total aggregate turn over in past three year shall decide the successful bidder.
- 14. In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
- 15. The Tenderer shall enter into a formal contract with CSIR-CCMB within 15 days from the date of receipt of intimation of their selection. The successful Tenderer will have to make the security deposit and commence the work within 15 days of acceptance of tender.
- 16. The successful Bidder will have to submit a security deposit of Rs 35,000/- in the form of Demand Draft / Bank Guarantee / FDR for a period of 16 months from the date of commencement of contract in favour of the Director, CCMB in the prescribed format. Otherwise the contract will be cancelled and EMD will be forfeited.
- 17. Each page of the tender document should be signed and stamped by authorized signatory of the Tenderer as a token of acceptance of the terms and conditions laid down by the Office of CSIR-CCMB.
- 18. The Competent Authority of CSIR-CCMB reserves the right to withdraw/relax any of the terms and conditions mentioned above, under such circumstances the Tenderer will be given adequate time to take the changes into account.
- 19. The Competent Authority of CSIR-CCMB reserves every right to reject all or any tender in whole, or in part or cancel the entire tender process, without assigning any reason thereof.
- 20. The empanelment will be done based on the lowest bid (L-1) quoted by the Tenderer and fulfillment of all the terms and conditions.
- 21. The Contract period shall be for one year initially and is likely to be extended further subject to satisfactory and prompt services on mutual agreement for a further period upto two years but not more than 3 years total at the discretion of the Director, CSIR-CCMB. The Agreement at tenderer's cost is to be executed on Rs.100/- Stamp Paper within 10 days of acceptance of the work award. The draft agreement may be collected from the General Section, Administration of CCMB.
- 22. The Tenderer shall present his bills for Direct Taxes filing after five (5) working days of the closing of each financial quarter and for Indirect Taxes filing separately after five (5) working days of the closing of each month.
- 23. The contract period may be terminated at any time by giving two months notice on either side.
- 24. In case of breach of terms and conditions by the Tenderer, the Security Deposit will be forfeited at the discretion of the Director, CCMB.

TECHNICAL BID

FOR ENGAGING TAX CONSULTANT FOR INDIAN TAXATION MATTERS (DIRECT AND INDIRECT TAXES) IN CCMB, HYDERABAD

| 1. | Name of the firm / Company/ Undertaking | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 2. | Location of Registered Office with complete address with Telephone/Fax Nos. and email address. | |
| 3. | Year of establishment / registration/ recognition/ approved by ICAI with a | |
| 4. | Past work experience in brief along with the current assignments being handled | (enclose work experience certificates / contract orders/ completion certificates) |
| 5. | Brief detail of qualified professionals employed by the bidder organization along with complete detail of team members to be deployed at CSIR-CCMB | |
| 6. | Income tax-PAN and Goods & Service Tax registration No | (enclose as attachment) |
| 7. | Whether minimum annual turnover of Rs. 20.00 lakhs (per annum) for the past three financial years | Yes / No (enclose relevant documents) |
| 8. | Organization's audited financial statements for the last three financial years | (enclose as attachment) |
| 9. | Whether Eligibility Criteria fulfilled: CA firm / FCA / ACA (not in full time employment) with minimum 10 years' experience in the field of providing income tax consultancy | Yes / No |
| 10. | Any other related information, not mentioned above, which the bidder wishes to furnish. | |

Note: The Tenderers are required to indicate relevant information and compliance with supporting documents against each column failing which their bid will be rejected.

| Place : | Signature of Tenderer |
|---------|-----------------------|
| Date: | Address. |

FINANCIAL BID

FOR ENGAGING TAX CONSULTANT FOR INDIAN TAXATION MATTERS (DIRECT AND INDIRECT TAXES) IN CCMB, HYDERABAD

The firm should submit the offer in the format given below:

| SI. No. | Particulars | Quantity | Charges per quantity | Annual Consolidated Service Fee (exclusive of GST) |
|------------|------------------------------------------------------------------------------------------------------|-------------|----------------------|----------------------------------------------------|
| 1. | Quarterly & Annual tax services under Direct Taxes mentioned in Scope of Work | 04 Quarters | | |
| 2. | Monthly/ Quarterly/ Annual tax services under Indirect taxes mentioned in Scope of Work | 12 months | | |
| | al Service fee charged for wh number and words] | ole year | | |

* Prices to be quoted by the bidder must be exclusive of taxes.

| Place: | Signature of the Tenderer with Name and Seal |
|--------|----------------------------------------------|
| Date: | |

^{*} In case of tie for the lowest quote under Total Service Fee charged by two or more technically qualified bidders, the firm with more experience in Government Organisations and past three year aggregate turn over shall decide the successful bidder.

AFFIDAVIT

| I/We, (Name) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor/ Partner/Sole Proprietor (Strike out word which is not Applicable) of the (Firm) |
| do hereby solemnly affirm and declare that the individual firm/companies are neither blacklisted by the Union or State Government nor any Partner/Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/our firm. |
| DEPONENT: |
| Address: |
| |
| VERIFICATION: |
| Verified that the contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been kept concealed there from. |
| DEPONENT: |
| Place: Dated: |
| Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner) |

DECLARATION

| ISon/Daughter of Shriam Proprietor/Partner/Director/Authorized Signatory ofam competent to sign this declaration and execute this tender document. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. The information/document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law. |
| Signature of authorized person |
| Date: |
| Full Name: |
| Place: |
| Company's seal: |
| |

N.B. The above declaration, duly signed and sealed by the authorized signatory of the company should be enclosed with Technical tender.