



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5519419  
Dated/दिनांक : 18-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-11-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-11-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Scientific And Industrial Research (dsir)
Organisation Name/संगठन का नाम	Council Of Scientific And Industrial Research (csir)
Office Name/कार्यालय का नाम	Central Institute Of Mining And Fuel Research, Dhanbad
Item Category/मद केटेगरी	Empanelment of Consultants/Service Providers - NITI Aayog; Chartered Accountant; Handling of Direct and Indirect Tax
Contract Period/अनुबंध अवधि	1 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

**Bid Details/बिड विवरण**

<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	960000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	28800

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	120

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

DIRECTOR, CSIR-CIMFR

Central Institute Of Mining And Fuel Research, Dhanbad, Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology  
(Director)**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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.

3. 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.

4. 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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

PRICE BID - [1729243377.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Specific Experience in Desired Field of Consultancy:AS PER ATC**

**Scope Of work:**[1729243527.pdf](#)

**Payment Terms:**[1729243626.pdf](#)

**Empanelment Of Consultants/Service Providers - NITI Aayog; Chartered Accountant; Handling Of Direct And Indirect TAX ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Empanelment for	NITI Aayog
Consulting Category/ Stream	Chartered Accountant
Type of the Role	Handling of Direct and Indirect TAX
Educational Qualification	CA
Deployment of Resource	Onsite
Experience in Years (Resource)	5 years min
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of consultants to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ranu Kumar	826001,CSIR- CIMFR, Barwa Road Campus	1	N/A

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

##### 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. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

##### 3. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

#### 4. **Buyer Added Bid Specific ATC**

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

#### 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.

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 within 4 days of bid publication on GeM. 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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---



**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. <b>Bid availability on GeM (Govt. e Marketplace): hiring of consultants services.</b>	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, Dhanbad 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](mailto: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.



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



**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



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



**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**

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

**Signature of Authorized Representative**

**With Seal and Date**