

भारतीय प्रबन्ध संस्थान, लखनऊ

INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

Prabandh Nagar, IIM Road, Lucknow - 226013

Website: www.iiml.ac.in E-mail:- purchase@iiml.ac.in and pradipdhar@iiml.ac.in

NIT No. IIML/PUR/GST CONSULTANT/08/2019-20 Dated 29/04/2019

Tender for Engagement of GST Consultancy Firm

Indian Institute of Management Lucknow an autonomous academic Institute set-up by the Ministry of Human Resources Development, Government of India is floating a tender for engagement of a firm who can provide GST Consultant (on contract) for a period of one year which may be extended for further two year on satisfactory performance and mutual terms & conditions for office at IIM Lucknow Campus and IIM Lucknow Noida Campus.

| Last Date and time for submission of bid | 21 st May, 2019 upto 11:00 AM |
|--|---|
| Pre-bid Meeting | 08 th May, 2019 at 11:30 in IIM Lucknow |
| Due date and time for opening of | 23 rd May, 2019 at 11:30 |
| Technical bid | |
| Place of receipt of bid | The Officer on Special Duty, Indian Institute of |
| (By Registered Post/Speed | Management Lucknow, Prabandh Nagar, IIM Road, |
| Post/Courier only) | Lucknow – 226 013 |
| Earnest Money Deposit (EMD) | Demand Drafts of Rs. 25,000/- (Rupees Twenty Five |
| | Thousand only) towards EMD drawn on any nationalized |
| | bank in favour of "Indian Institute of Management |
| | Lucknow" payable at "Lucknow". |
| Cost of the Tender document | Demand Drafts of Rs. 500/- (Rupees Five Hundred only) |
| | towards Tender Fee drawn on any nationalized bank in |
| | favour of "Indian Institute of Management Lucknow" |
| | payable at "Lucknow". |

Note: The EMD will be converted to security deposit for the selected bidder and will be retained till the validity of the contract.

MSME/NSIC registered firms are exempted from submission of Tender Fee and Earnest Money Deposit on submission of valid certificate.

Tender document will be available on www.eprocure.gov.in and Website: www.iiml.ac.in

Please go through the attached Request for Proposal and tender document along with Bid Evaluation Criteria (BEC). Bids complete in all respects should reach the Institute on or before the due date & time. Bids received after the due date and time is liable to be rejected.

Bids should be valid for 90 days from the date of opening of bid.

Bids applied through www.eprocure.gov.in will be accepted ONLY. Bids received through Fax/E-mail/hard copy will not be acceptable.

Bidder(s) desirous for attending pre-bid meeting or the tender opening may depute their authorized representative on the scheduled date and time.

IIM LUCKNOW reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

Yours sincerely,

Officer on Special Duty, IIM Lucknow

INVITATION OF BID

Dear Sirs,

E-Tender under "TWO BID SYSTEM" are invited for selection of a firm engaged in GST consultancy services and related works.

Initially the contract would be for a period of one year which may be extended for further two year on satisfactory performance and mutual terms & conditions, as per the Scope of Work in the prescribed Bid format attached to this Bid document. The details of the tender are given below:

1. Tender No. : IIML/PUR/GST CONSULTANT/08/2019-20 Dated 29/04/2019

2. Description of services : Engagement of a firm GST Consultancy and related works

3. Closing date & time for submission of bids: 21st May, 2019 upto 11:00 AM.

4. Date and time of opening of Bid:

a. Technical Bid: 23rd May, 2019 at 11:30.

b. Financial Bid: After evaluation of Technical Bid on (would be intimated later on)

5. Bid validity upto : 90 days from the date of opening of Bid.

6. Correspondence Address : The Officer on Special Duty, Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow – 226 013

This Request for Proposal (RFP) document for engagement of GST Consultant for the following matters:

I. Chapter 1: Introduction and Scope of work

II. Chapter 2: Instructions to Bidders

III. Chapter 3: Format of Bid

IV. Chapter 4: Bid Evaluation Criteria

V. Chapter 5: Major terms and conditions

"TWO BIDS SYSTEM" shall be followed for this tender. Bidder should take due care to submit tender in accordance with requirement. Bid Evaluation Criteria, shall be the basis for evaluation of tenders. IIM LUCKNOW will not entertain any modification subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

Chapter 1: Introduction and Scope of Work

Background

The Indian Institute of Management Lucknow, is a National Level Body set-up by the Govt. of India, MHRD invites bids for engagement of a firm who can provide GST Consultant (on contract) for a period of one year which may be extended for further two year on satisfactory performance and mutual terms & conditions for office at IIM Lucknow Campus and IIM Lucknow Noida Campus. Basic eligibility criteria for selection of GST Consultant (on contract), Honorarium, and Scope of work is as under:-

Eligibility Criteria:

- 1. The firm should have at-least 10 (ten) years working experience in GST/Service Tax consultancy related work in IIMs/IITs/ Govt. Institution or institute/organisation of repute.
- 2. The firms should have Chartered Accountants/ Cost Accountants with at least 10 (ten) qualified/semi qualified professional personnel.
- 3. Bidding firm should have Office at Lucknow. Preference will be given having offices at Lucknow and Delhi (NCR) both.
- 4. Indian Nationals only.

Scope of Work:

A. Work Part:

- I. All expenditure excluding exempted services has to be entered manually in a suitable s/w (say Tally) owned by the consultant. Our ERP Accounting S/W does not support to extract utility file for uploading in GST portal.
- II. Similarly, all the income vouchers are to be entered in a suitable s/w (say Tally) owned by the consultant.
- III. Accounting for Reverse Charge Mechanism (RCM) as and when applicable.
- IV. Reversal of ITC inadmissible.
- V. Issue of credit note/debit note.
- VI. Record & Supervision of invoice series which is manually generated at various department in both Lucknow and Noida campus.
- VII. Matching of GST R-2A
- VIII. Reconciling of the GST liability account on regular basis.
 - IX. Attending the queries, raised by the CERA audit and CAG audit.
 - X. Providing assistance and guidance for any changes required in the ERP system for GST implementation at present/future.
- XI. Handling the existing and future appeals and notices drafting the replies/appeals, filing of the reply/appeal and attending the hearings.
- XII. Briefing the legal counsel, if any, appointed for handling critical litigations

B. <u>Professional Part (Consultancy Part)</u>:

- I. Whenever there are any changes in the GST rules, consultant has to give his professional expertise regarding changes in the accounting treatment.
- II. Updating and training for changes in GST rules at both campuses.
- III. Consultancy to be provided to various department as and when required.
- IV. Resolve queries raised by various department or for any change in rules.
- V. Vouching of inward and outward supply.
- VI. Vouching of GST TDS.
- VII. Filing of GST returns as per GST rules.
- VIII. Meeting and persuasion with MHRD for taxability issues under GST.

- IX. Providing the opinion on the GST related query raised by various department of the Institute along with explanation regarding it and supporting documents.
- X. Calculation of reversal of ITC of every month for Lucknow and NOIDA campus.
- XI. Letter of Undertaking to be filed by the consultant for saving cash outflow on account of GST on export of service.
- XII. GST-TDS Returns a separate compliance.
- XIII. Support and providing explanations to GST Auditors during GST Audit.
- XIV. Handling the existing and future appeals and notices drafting the replies/appeals, filing of the reply/appeal and attending the hearings.
- XV. Briefing the legal counsel, if any, appointed for handling critical litigations

FCRA

The Institute has registration under Foreign Contribution (Regulation) Act 2010. The Consultant will assist IIM LUCKNOW for furnishing of Annual Returns and other necessary compliances in regard to FCRA.

On site visit

The GST Consultant will be required to visit the IIM LUCKNOW once in a fortnight to verify the deduction of tax and preparation of challan (GST), filling of monthly/quarterly return, filling correction statement, to discuss the important and pending issues. And once in month to IIM LUCKNOW Noida Campus for similar Tax related issues.

The GST Consultant will also be required to visit the IIM LUCKNOW Campus on a short notice for discussing on urgent matters with the Director/Advisor/FA-cum CAO, Finance & Accounts Officer as and when required.

Chapter 2: Instruction to Bidders

Two Bid System :-

- Please fill technical bids as per requirement **Annexure- A.**
- > Only the Financial bids of technically qualified bidders will be opened. Please fill Financial bid as per requirement **Annexure-B.**

"BID FOR SELECTION OF GST CONSULTANT (ON CONTRACT)"

- 1. Tender No.: IIML/PUR/GST CONSULTANT/08/2019-20 Dated 29/04/2019
- 2. Date of Opening: 23rd May 2019 at 11:30 AM
- 3. Name and Address of the Bidder:.....
- 4. The EMD and Tender Fee must reach us on or before tender submission date and time at the followings address:-

Officer on Special Duty,
Indian Institute of Management,
Prabandh Nagar, IIM Road,
Lucknow – 226 013

5. The bidder shall be responsible for all costs associated with the preparation of this proposal, if any regardless of the conduct or outcome of the bidding process.

- 6. In case of any dispute, whatsoever in connection with RFP, the decision of IIM LUCKNOW shall be final and binding.
- 7. The proposal submitted by the bidder should be valid for acceptance for a period of 90 days from the opening date of bid. In exceptional circumstances prior to expiry of original bid validity period, IIM LUCKNOW may require the bidder to extend the period of validity for a specified additional period.
- 8. This document/RFP is not transferrable. The invitations and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee without prior written consent of IIM LUCKNOW.
- 9. At any time, prior to the deadline for submission of bids, IIM LUCKNOW may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding document by issuing addendum.
- 11. The bidder shall quote prices only as per the format given in the Financial Proposal (Annexure-B). In the price bid, the bidder shall quote both in words and figures without any correction or overwriting. The prices quoted by the bidder shall remain firm and fixed as applicable shall be paid extra (in case of situational activity) conveyance charges will be paid extra as per applicable norms and approval of the Competent Authority.
- 12. Bidders are required to confirm the acceptance to the entire scope of work given in this tender document having with a clear understanding of IIM LUCKNOW's requirements.

The bidders are required to submit the technical proposal and financial proposal separately.

Chapter 3: Bid Evaluation Criteria

Bidders are required to comply with the following essential criteria:

- I. Bid should be submitted strictly as per Bid Format given. Bidders not submitting the bid in this format are liable for rejection.
- II. Technical Bid Evaluation
- III. Only the Financial bids of technically qualified bidders will be opened.

A . Technical Bid

The technical bid shall necessarily contain the documentary evidences for the following:

- The Bidders shall have 10 (ten) years of experience providing VAT, Services Tax, VAT Sales Tax, GST services, Excise experience shall be taken into consideration.
- > No. of contracts with Educational Institutes of eminence/PSU/Government Financial Institution during the last five financial years.
- Minimum Annual turnover of Rs. 100 Lacs (Rupees One Hundred Lacs only).
- > GST Training Imparted in Educational Institutes of eminence/PSU/Government Institution
- No. of qualified/semi qualified professional personnel on fulltime basis.
- ➤ Vision Plan for the execution of IIM LUCKNOW assignment (attach a separate sheet). The details of team members proposed for IIM LUCKNOW assignment is to be provided as below:

| Sl. No. | Name of team member | Post qualification and other relevant experience |
|---------|---------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TECHNICAL BID

(NIT No. IIML/PUR/GST CONSULTANT/08/2019-20 Dated 29/04/2019)

| S.No. | Description | Remarks |
|-------|--|---------|
| 1 | GST No. of the Firm | |
| 2 | Name of Tendering Company/ Firm (Attach certificate of Registration) | |
| 3 | Name of Partners of Firm/ Directors of company | |
| 4 | Full Address of Reg. Office | |
| 5 | E-mail Address | |
| 6 | Contact No. | |
| 7 | PAN No. (attach attested copy) | |

Annual Turnover

| Financial Year | Amount (Rs. In Lakhs) | Remarks, if any |
|----------------|-----------------------|-----------------|
| 2015-16 | | |
| 2016-17 | | |
| 2017-18 | | |

Give the list of the major contracts handled by the Firm on behalf of PSUs /Academic Organization /Government Departments.

| S.No. | Name of Client with Name, | Contract Value | Duration of Contra | act |
|-------|---------------------------|----------------|--------------------|-----|
| | Organization, Address, | (Rs. in lacs) | From | То |
| | Telephone and FAX Numbers | | | |
| 1 | | | | |
| | | | | |
| | | | | |
| 2 | | | | |
| | | | | |
| | | | | |
| 3 | | | | |
| | | | | |
| | | | | |
| 4 | | | | |
| | | | | |
| | | | | |
| | | | | |

| Details of Tender Fee: | |
|---|---|
| DD / PO No. and Date & Bank | |
| | |
| Details of Earnest Money Deposit: | |
| DD/ PO No. and Date & Bank | |
| Certified that all above information's are correct to belief. | the best of my/ our information, knowledge and |
| Dated Place | Name & Signature with Seal of the Bidder |
| DECLAR | ATION |
| I, | Daughter of Shri |
| • I have carefully read and understood all terms convey my acceptance of the same. | and conditions of the tender and at this moment |
| The information/documents furnished along with best of my knowledge and belief. | n the above application are true and authentic to the |
| | ing of any false information/fabricated documents ge beside liabilities towards prosecution under the |
| Signature of the Authorized Person | |
| Date: | Full Name |
| Place: | Company Seal |

TECHNO EVALUATION SCHEME

• The technical evaluation will be based on the following scheme.

| Description | Marking Scheme | Max. Marks | Min. Marks required for passing | |
|---|---|---------------|---------------------------------------|--|
| No. of years of experience providing Service Tax/GST services | Ten marks for Ten years of experience, and one mark for each additional year subject to a maximum of 20 marks. | 20 | 10 | |
| No. of contracts with Educational Institutes of eminence/PSU/Government Financial Institution during the last five financial years. | One mark for One such contract and each additional contract, one additional marks subject to a maximum of 10 marks | 10 | 5 | |
| Minimum Annual turnover of Rs. 100 Lacs. | Five Marks for minimum turn- over (Rs 100 Lacs) and one mark for each additional Rs 10 Lacs, subject to a maximum of 10 marks. | 10 | 5 | |
| GST Training Imparted in Educational Institutes of eminence/PSU/Government Institution | Five Marks for GST Training Imparted in Educational Institutes of eminence/PSU/Government Institution and one mark for each additional Institute, subject to a maximum of 10 marks. | 10 | 5 | |
| No. of qualified/semi qualified professional personnel on fulltime basis. | Ten marks for Ten qualified professional/semi qualified personnel one mark for each additional qualified professional personnel subject to a maximum of 20 marks. | 20 | 10 | |
| Total | | 70 | 35 | |

- A bidder has to score at least the minimum marks under each category mentioned above and an overall minimum score of 35 marks in the technical evaluation in order to be technically qualified.
- Only the Financial bids of technically qualified bidders will be opened.
- The bidder quoting lowest financial bid will be declared as the successful bidder. In case of a tie, the bidder having higher financial turnover of last two financial year will be declared successful.

Annexure- B

FINANCIAL BID (NIT No. IIML/PUR/GST CONSULTANT/08/2019-20 Dated 29/04/2019)

| Sl. No. | Scope of Work: | Professional |
|---------|---|--------------|
| | | Fee (Annual) |
| 1 | Work Part: | |
| | All expenditure excluding exempted services has to be entered manually in a suitable s/w (say | |
| | Tally) owned by the consultant. Our ERP Accounting S/W does not support to extract utility file for | |
| | uploading in GST portal. | |
| | Similarly, all the income vouchers are to be entered in a suitable s/w (say Tally) owned by the | |
| | consultant. | |
| | Accounting for Reverse Charge Mechanism (RCM) as and when applicable. | |
| | Reversal of ITC inadmissible. | |
| | Issue of credit note/debit note. | |
| | Record & Supervision of invoice series which is manually generated at various department in both | |
| | Lucknow and Noida campus. | |
| | Matching of GST R-2A | |
| | Reconciling of the GST liability account on regular basis. | |
| | Attending the queries, raised by the CERA audit and CAG audit. | |
| | Providing assistance and guidance for any changes required in the ERP system for GST | |
| | implementation at present/future. | |
| | 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 | |
| | Professional Part (Consultancy Part): | |
| | Whenever there are any changes in the GST rules, consultant has to give his professional | |
| | expertise regarding changes in the accounting treatment. | |
| | Updating and training for changes in GST rules at both campuses. | |
| | Consultancy to be provided to various department as and when required. | |
| | Resolve queries raised by various department or for any change in rules. | |
| | Vouching of inward and outward supply. | |
| | Vouching of GST TDS. | |
| | Filing of GST returns as per GST rules. Maching and possession with MUDD for toyobility issues under CST. | |
| | Meeting and persuasion with MHRD for taxability issues under GST. | |
| | Providing the opinion on the GST related query raised by various department of the Institute | |
| | along with explanation regarding it and supporting documents. | |
| | Calculation of reversal of ITC of every month for Lucknow and NOIDA campus. Letter of Undertaking to be filed by the consultant for saving cash outflow on account of GST on | |
| | export of service. | |
| | GST-TDS Returns - a separate compliance. | |
| | Support and providing explanations to GST Auditors during GST Audit. | |
| | 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 FCRA | |
| | The Institute has registration under Foreign Contribution (Regulation) Act 2010. The Consultant | |
| | will assist IIM LUCKNOW for furnishing of Annual Returns and other necessary compliances in | |
| | regard to FCRA. | |
| | Total | |
| | GST extra | |
| | Any other charges (if any) | |
| | Grand Total | |

| (Rupe | ees i | n wo | ords |) | | - |
|-------|-------|------|------|---|------|------|------|------|------|------|------|------|------|------|------|------|------|-------|
| | | | | | | - |
| | | | | | | | | | | | | | | | | | | |

Certified that all above information's are correct to the best of my/ our information, knowledge and belief.

Dated

Place

Name & Signature with Seal of the Bidder

Chapter 4: Major Terms and Conditions of Engagement

1. Duration of Contract

The duration of the contract shall be for one year with a provision to renew the same for two more years from the Effective Date, unless terminated by IIM LUCKNOW by giving two months' notice without prejudice to the rights and obligations of the parties up to date of notice of termination by IIM LUCKNOW.

2. Execution of Assignment

For execution of complete scope of work, the GST consultant will establish a team of qualified professionals as per the requirement of IIM LUCKNOW. The GST consultant is solely and exclusively responsible for all the acts of its team members. The deputed professionals shall visit IIM LUCKNOW on regular intervals for completion of all the assigned work, getting clarifications/documents and also for rendering of advisory services as and when required by IIM LUCKNOW.

3. Confidentiality

GST Consultant shall during the tenure of the Contract and at anytime thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IIM LUCKNOW, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents.

4. Payment Terms of the contract

The Annual professional fee will be paid in a quarter after ascertaining that consultant has done/completed all the issue related to GST as per GST Act. However, fourth quarter payment will be made on after completion of all filing activities and successful rendering of services.

In case of common/repetitive issues filed at the same time for different assessment years, all appeals will be considered as single appeal. No fees will be paid for any infructuous/adjournment.

5. Others

GST consultant is required to certify that he/she will adhere to the Policy for Prevention of fraud in IIM LUCKNOW and not indulge or allow anybody else working in our organization to indulge in fraudulent activities and would immediately apprise IIM LUCKNOW of the fraud/suspected as soon as it comes to its notice.

The GST constant has to comply with all the provisions of GST Act & Rules thereunder made from time to time by the appropriate authority. The GST Consultant will be responsible for any lapses /short payment , non payment of GST and consequential interest, penalty on IIML

6. Terms of Appointment

The Institute reserves the right to appoint separate Tax Consultant for Income Tax Matters, for Indirect Tax and Direct Tax. IIM LUCKNOW reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

Yours sincerely,

Officer on Special Duty, IIM Lucknow