



STATE COMMON ENTRANCE TEST CELL
(CET CELL)

Limited Tender Notice for
“Appointment of GST Consultant”

TENDER FOR
APPOINTMENT OF GST CONSULTANT
FOR

STATE COMMON ENTRANCE TEST CELL, MS. MUMBAI
(GOVERNMENT OF MAHARASHTRA AUTONOMOUS BODY)

Limited Tender Ref	: STATE CET CELL/ACC/GST/219/2024-25
Tender document Amount	: Rs.1000/- (Rs. One Thousand only)
Date of Issue	: 10.02.2025
Last date for submission	: 17.02.2025 at 1500 Hrs.

Bids are invited from CA Firms who are engaged in all GST Compliances, Matters, are also eligible to participate in the tender for appointment of GST consultant. The complete details of the tender are available at CET CELL website www.mahacet.org and GeM Portal,

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

FEBRUARY 2025

STATE COMMON ENTRANCE TEST CELL, MS, MUMBAI (CET CELL),
8thFloor, New Excelsior Building,
A.K. NAYAK MARG,
FORT
Mumbai- 400 001

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LIMITED TENDER DOCUMENT FOR
Appointment of GST Consultant at Mumbai
Limited Tender Ref: CET CELL/ACC/GST/219/2024-25

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1. **NOTICE INVITING TENDER (NIT)**

Sealed Tenders are invited for the following Job/ services in CET CELL.

Name of Job/Services: Appointment of GST Consultant

NIT No. : STATE CET CELL/ACC/GST/219/2024-25

Limited Tender (Online Bids) are invited from Chartered Accountant firms for all GST compliances (viz. preparation and filing of returns, advisory/opinion services, drafting, filing and representational services before tax authorities, etc.), in respect of State Common Entrance Test Cell (CETCELL) for a period of two years.

DATE OF SUBMISSION & OPENING OF TENDER

Last date and time for submission of Tender:	1500 Hrs. on 17-02-2024
Date and Time of opening Technical Bid:	1515 Hrs. on 18-02-2024
Date and Time of opening Price Bid:	Bidders who are technically qualified would be informed separately
Venue for opening of Tender:	8 th Floor, New Excelsior Building, A.K. NAYAK MARG, FORT Mumbai- 400 001

Technical Bid (Physical Mode) - The envelope containing Technical Bid shall be **dropped** in the **Tender Box placed at the Reception** of State Common Entrance Test CELL, 8thFloor, New Excelsior Building, A.K. NAYAK MARG, FORT Mumbai- 400 001.

Price Bid (Electronic Mode)- The Price Bid shall be submitted **electronically** through GEM Portal as per details given in tender document.

The tender will be evaluated on QCBS Model with 70% weightage to Technical Bid and 30% weightage to Finance Bid. The evaluation criteria for technical scores is given at Sl. No. 17 "Submission of Bids".

The details of the tender document are available in CETCELL's websites www.mahacet.org and [GeM Portal](#). The corrigendum / addendum to this tender, if any, shall also be uploaded on the above websites.

SITE FROM WHERE THE TENDER DOCUMENT CAN BE DOWNLOADED:

Interested firms can apply for the tender from the websites: <https://mahacet.org> (Organization Name: State Common Entrance Test Cell, Mumbai) and through a link About Us>Tenders from the CETELL website <https://mahacet.org> and [GeM Portal](#) as per the schedule given in Critical Date Sheet given below. The corrigendum / addendum to this tender, if any, shall also be uploaded on the above websites.

The Bid shall be submitted physically in a sealed envelope as per detail mentioned in Sl. No. 10 "Submission of Bids".

2. BRIEF DESCRIPTION OF STATE CET CELL

1. State Common Entrance Test cell was established in 2015 by Government of Maharashtra by the Act, may be called the Maharashtra Unaided Private Professional Educational Institutions (Regulation of Admissions and Fees) Ordinance, 2015 (Mah. Ord. VII of 2015), dated 12th May, 2015 Autonomous Bodies at Mumbai. It extends to the whole of the State of Maharashtra. The main objective of Regulation of admissions and Fees by the Unaided Private Professional Educational Institutions and Conducting of Common Entrance Test.
2. State Common Entrance Test Cell is a full-fledged, independent and autonomous Body for conduction Common Entrance Test and Centralized Admission Process under the administrative control of Govt. of Maharashtra
3. The Authority areas of activities of CET are:
 - Conducting “Common Entrance Test (CET)” - The entrance test education courses conducted for determination of merit of the candidates by Centralized Admission Process (CAP) for the purpose of admission to professional Education Courses through a single window system.
 - Conducting “Centralized Admission Process (CAP)” means the centralized process of admission carried out by the competent authority through single window system in a transparent manner for admitting the students for various professional courses in educational institutions.
 - Other activities & Administrative Expenses.

State Common Entrance Test Cell, a Maharashtra state Government Autonomous Body under the aegis of the Ministry of Education, Government of Maharashtra is engaged in the field of Conduction Common Entrance Test, Centralized Admission Process and expansion of Education in the Maharashtra state.

3. Instructions/Guidelines for Submission of Online/Offline Limited Tender

Location for submission of Physical Bids – State Common Entrance Test Cell, 8th Floor, New Excelsior Building, A. K. Nayak Marg, Fort Mumbai – 400 001, Maharashtra, Tel. No. **022-22016153/57/59**

For EMD payment – EMD submission process is RTGS/NEFT/DD/Cheque.

After downloading / getting the Limited Tender schedule, the Bidder should go through them carefully and then submit the documents; otherwise, the bid will be rejected.

Any template/format of the tender document must not be modified /replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected.

If there are any clarifications, this may be obtained through the contact details given in the Limited Tender document.

The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids

The bidder has to submit the document(s) physically well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids by the bidders.

The Time followed for submission of bids is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

4. SALIENT FEATURES OF BIDDING DOCUMENT

CRITICAL DATE SHEET:

Limited Tender Announcement Date	Date: 10.02.2025 Time- 09.00 AM
Pre-Bid Meeting Venue and time	Date: 12.02.2025 Time: 12.15 PM to 01.00 PM Place: State Common Entrance Test Cell, 8 th Floor Conference Room , New Excelsior Building, A K Nayak Marg, Fort Mumbai- 400001
Starting date & time for Bid submission (online)	Date: 10.02.2025 Time: 09.00 AM onwards
Last Date and Time of Bid Submission	Date: 17.02.2025 Time: Up to 03.00 PM
Mode of submission- Technical Bid	Bidders to drop the sealed tender in the Tender Box placed at following address: State Common Entrance Test Cell Maharashtra 8th Floor, New Excelsior Building, A. K. Nayak Marg, Fort, Mumbai- 400 001.
Mode of submission- Price Bid	Price Bid to be submitted in electronic mode through GEM Portal. Further details are given in tender document.
Validity of Bids	120 days from opening of the technical bids
Opening of Technical bids Date and Time of opening of bid	Date: 18.02.2025 Time: 03.00 PM
Opening of Price Bid	Technically qualified bidders would be informed about the time and date of opening of price bid.

5. SCOPE OF WORK

PART A: FILING OF GST RETURNS FOR 1 GSTIN: Filing of all GST returns during the contract period and filing of annual return for the FY 2024-25 and FY 2025-26. If contract extended for further period, annual returns for subsequent years should also needs to be filed.

Filing of all monthly/quarterly/ Annual Return and other returns (viz. GSTR7, GSTR1, GSTR3B, GSTR9, GSTR9C, etc.) which shall include:

1. Collection of data from CET CELL or preparation of data from books of accounts and consolidation thereof.
2. Checking of back up data/ invoices and assisting in preparation of details/summary w.r.t outward and inward supplies (including reverse charge).
3. To filling of applicable GST returns on prescribed timelines as per GST Authorities.
4. Supervision of Regulatory Compliances under GST Act & Rules.
5. Provide Advice/Opinion as and when required
6. To check and ensure that the correct Input Credit has been taken in accordance with GST Act and Rules.
7. To Reconcile the all-relevant figures in Books of Accounts as well as on GST portal
8. Scrutinizing calculation of ITC (Eligible Input as well as Ineligible/Reversed ITC as per Rule 42 and 43, section 17(5) of CGST Act and others relevant GST act/rules/circulars/notifications) particular to specific to the CETCELL. Invoice wise reconciliation of ITC (Input Tax Credit) claimed in GSTR 3B with GSTR2A and books of accounts.
9. Checking and assisting correct reporting of inward as well as outward of supplies, documents issued, etc. in GST returns and ensuring consonance thereof with the books of accounts of all units.
10. Reconciliation of all the GST returns with Books of accounts on monthly basis (GSTR 7, GSTR 1, GSTR 3B, any other).
11. Review of GST practices being followed by CETELL on regular basis viz. GST rate, HSN code, ITC availment, review of masters from GST point of view in billing used by CETCELL. Submission of confirmation in this regard to CETCELL on monthly basis.
12. Preparation of Debit/Credit Advices in respect of Inter-unit GST transactions.
13. Filling of LUT/any other documents for GST compliance in respect of Duty Free Shops/any other unit.
14. To ensure and assist of CETCELL on regular basis that E-invoices are being generated successfully. Furnish report on monthly basis to CETCELL in respect of e- invoices generated/not generated.
15. Update details of signatories/authorities on the GST Portal as when required.
16. Uploading missing/ modifying incorrect inward/purchase invoices and taking necessary actions on GST portal with respect to them in coordination with CETCELL and vendors/suppliers/contractors.
17. Assisting in preparation of data required for filing of all other returns

18. Updating CETCELL with status of return filling at least 3 working days before due date of filling till the date of all returns of the month are filed.
19. Furnish work progress report as and when required by CETCELL.
20. Assisting in preparation of GST related circulars/ notices for internal circulation in CETCELL
21. Preparation of any kind of reconciliation required in respect of GST for the purpose of Audit, GST Annual Return (GSTR9), GST Audit (GSTR9C), etc.
22. Any changes/updates in future in GST acts/rules and regulations needs to be complied.
23. Preparation of any kind of GST return and filling related issue pertaining to CETCELL, including but not limited to coordination with GST auditor, Internal Auditor, Statutory Auditor, CAG, etc.
24. Provide monthly, quarterly and Annual MIS on total GST Paid, ITC claimed, interest if any paid and other aspects relating to GST Return.
25. Conduct training on GST related matters on a regular basis. (Minimum 1 training in a 3 month).
26. Any other ancillary/ supplementary services in respect of GST may be included at any time as when required by CET Cell.

PART B: ADVISORY SERVICES

1. Advice and opinions on various queries of CET CELL related to GST.
2. Advice on place of supply, GST rate, time of supply and principles for determination of taxable value for the purpose of computation and payment of GST.
3. Review of agreements with clients/vendors from GST perspective and provide comments within two working days.
4. Advise on GST implications of transaction undertaken/ proposed to be undertaken by CET CELL including day-to-day GST related queries. Reply shall be furnished within two working days.
5. Advice w.r.t. closure/transfer/disinvestment of units and ensuring necessary under GST compliance for closed/In operational units/new registration, etc.
6. Updating CET CELL on weekly/ regular intervals, whenever there is any change in law/notification/amendment/ circular, with specific impact thereof on CET CELL.
7. GST training/workshops for the employees of CET CELL.
8. Any kind of GST related issue pertaining to CET CELL during their currency of tenure will have to be dealt.

**PART C: FILING OF REPLIES, APPEALS AND REPRESENTATIONAL SERVICE FOR
CET CELL OF CURRENT AS WELL AS PREVIOUS PERIODS:**

1. Drafting, filing of replies and representing CET CELL for various permissions, advance ruling, certificates, GST cases/matters before Competent/ Appellate Authority, etc. and expediting on any issue thereon.
2. Preparation of any kind of reconciliation required for submission to authorities. etc.
3. Updating Head Quarter with notices received from statutory authorities replies made and final outcome thereof on regular basis (at each notice received).

STAFF DEPLOYMENT

By accepting the work award, the successful bidder will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this tender and warrants that will use its best skill and attention to provide work described in this tender in a professional and timely manner.

TERMS OF PAYMENT:

- 75% of Charges as per award on CET CELL's acceptance of work completion for monthly/quarterly/other returns.
- Balance 25% of Charges as per award on CET CELL's acceptance of work completion for Annual Returns (GSTR9 and GSTR9C) and any other document/forms/returns as the case may be made applicable from time to time.

NOTES:

1. While making the payments any applicable statutory deductions will be made by CET CELL.
2. For Travel /Stay/Food outside Mumbai for training, representing CET CELL as per requirement etc., arrangements shall be made by CET CELL.
3. No Advance payment will be made.
4. Supplier shall submit to CET CELL the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note/revised tax invoice by the supplier shall be released separately to the supplier only after supplier files the outward supply details in GSTR1/GSTR3B on GSTN portal and Reconciliation of Inward supply is done by CET CELL with corresponding details of outward supply of supplier and supplier accept the changes made by CET CELL and has paid the GST at the time of filling the monthly return.
5. Agency shall return the data (Soft Copy/Hard Copy) to CET Cell at any time if demanded by CET Cell without any further charges.

6. Pre-Qualifying Requirements (PQR)

The offer shall be considered only from technically competent, experienced and GST Registered Practitioners CA and Firms of Chartered / Cost Accountants who meet the following pre-qualification requirements

Sl. No	Parameter/ Criteria/ Requirement and Documents Required
1.	Firm Establishment: No of years of practicing in India as on 31.03.2024 (Format Annexure D-1) Bidder should be Registered GST Practitioner. Bidder to submit a copy of PCT 02 (Enrollment Certificate on GST Portal)
2.	The Firm should have experience in providing GST Consultancy services. The firm should have a dedicated cell dealing with Indirect taxes, headed by a senior partner, supported by knowledgeable qualified partners not below the FCA (min. 3 Nos); the same shall be verified from the certificate issued by ICAI and a team of assistants (min.15). The firm should have jurisdiction in Mumbai. (Format Annexure D-2)
3.	Any partner of firm or firm shall not be liable for disciplinary action under section 21 of the Chartered Accountant Act, 1949. (Affidavit on Rs 100/- stamp paper should be submitted by Firm regarding none of partner of firm are not liable for disciplinary action under section 21 of CA Act, 1949.)
4.	The bidder must have experience in the field of consultancy provided to Government/Ministry/Department/PSUs/Autonomous Body/Societies / Corporation in the field of Taxation. The bidder must have been awarded at least four (04) consultancy contracts by any Central Government/ Autonomous Body/ Ministries/ Departments/PSUs/Societies/Corporation in the last five financial years i.e., from 01.04.2019 to 31.03.2024. Copy of PO/WO/Contract etc. need to be enclosed as documentary evidence. (Format Annexure D-4)
5.	The bidder should have a valid PAN, GST and Firm Registration Certificate with ICAI.
6.	The bidder should be in GST consultancy/Direct Tax/ /Service Tax consultancy at the corporate level with at least a large institution having turnover of Rs.150 crores, with at least three years of continuous engagement as on 31.03.2024. (Format Annexure D-3)
7.	The bidder should have minimum annual turnover of 1.50 crores during preceding last 3 financial years i.e. from FY 2021-22 to 2023-24 and should not have negative net worth in any of the financial year. Copy of financial Statements of the bidder for each financial year must be enclosed.
8.	Representation / advocacy on GST on behalf of representative bodies (Format Annexure D-5)
9.	The bidder should have experience in dealing with GST Audit and GST department notices (Self Certification with regard experience on this point to be provided)
10.	The bidder should have requisite infrastructure with having an office in Mumbai Address of offices along with the name, address and contact number of Official to be given as pro-forma form given in Proposal Forms.
11.	The bidding entity / any partner of the entity should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority(s)/ court in connection with professional work. Bidder should not be on negative list / black listed by any PSU or Govt. Department.
12.	Bidder to submit an undertaking in this respect as per relevant form given in Proposal Forms.

7. GENERAL TERMS AND CONDITIONS

1. Bidder shall, as part of their bid, submit a written Authorization Letter from Partner of Bidding firm if the signatory is other than Partner.
2. Bidder shall not be under liquidation, court receivership or similar proceedings.
3. Bidding documents shall at all times remain the exclusive property of the CET CELL.
4. Bidder may note that Bid shall be submitted on the basis of “ZERO DEVIATION” and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.
5. CET CELL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
6. CET CELL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.
7. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
8. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
9. The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person / firm / consulting company/organization.
10. The Bidder shall quote in Indian Rupees.
11. The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required as per the Bidding Document may result in the rejection of the Bid.
12. The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as per the norms.
13. The bidder shall attend all the meetings organize/conduct by CET Cell.
14. CET Cell reserves the right to negotiate with the qualified bidder.

15. The vendor shall ensure the compliance of the following also:-

- a. The Vendor shall ensure to pass the benefits accrued due to the GST to the CET CELL which ultimately is to be passed to the final consumer. In contingency of any legal proceedings/action taken by the tax authorities for non-compliance of anti- profiteering clause by the Vendor. The Vendor indemnifies the CET CELL from any losses monetary or otherwise suffered on account of non-compliance of anti- profiteering clause by the Vendor.
- b. The Vendor shall indemnify the CET CELL from any direct or indirect losses suffered by the CET CELL due to non-compliance on part of vendor under GST Act, which adversely effects the GSTN rating of CET CELL.
- c. In case of any non-compliance by the vendor which results into loss of input tax credit under GST Law to CET CELL, the vendor shall pay CET CELL an amount equal to lost input tax credit along with interest/penalties or any other monetary loss suffered because of such non-compliance under GST Act.
- d. Vendor indemnifies the CET CELL against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non- compliance/default in paying tax by CET CELL. Vendor shall indemnify CET CELL in respect of the recourse action in case of “BLACK LISTING” under the “Compliance Rating Score” mechanism due to non-compliance/ default by Vendor.
- e. In case of any new tax/levy/duty etc. becomes applicable after the date of Bidder’s offer but before opening of the price bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price bid. Claim for any such impact after opening the Price Bid will not be considered by CET CELL for reimbursement of tax or reassessment of offer.
- f. If, after the date of this Contract, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. Goods & Services Tax (GST) or any such applicable Law/Tax etc. from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- g. CET Cell reserves the right to amend any of the terms and conditions in relation to the contract upon written agreement with the successful bidder and may issue any such directions which are not necessarily stipulated therein if it deems necessary.

8. EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD): EMD of Rs.5,000/- (Rupees Five Thousand Only) is to be deposited through NEFT/ RTGS/ Demand Draft before closing of bid.

EMD may be deposited through RTGS/NEFT in the account no. 35415981641, IFSC Code – SBIN0000300, State Bank of India, Mumbai Main Branch (00300) Mumbai. The EMD may also be paid through demand draft in favour of ‘COMMISSIONER STATE CET CELL MAHA STATE’ payable at Mumbai. Envelope having the demand draft scribed as ‘EMD for Appointment of GST consultant’ having set up in Mumbai along with bidders name should be submitted in the Main Envelope on working days i.e. Monday to Friday, during working hours i.e.

9.30 AM to 5.30 PM on or before the initial/extended due date for submission of the bid.

Bidders registered as ‘Micro’ or ‘Small’ Enterprises are exempted from payment of EMD on submitting of the valid registration certificate issued by the authorities as per Ministry of Micro Small and Medium Enterprises, Government of India. The registration certificate should clearly mention the item /services details against which the bidder is registered as ‘Micro’ or ‘Small’ Enterprises and the bidder should be registered for the items/services they intend to bid otherwise their bid will be liable to be summarily rejected for not having deposited the prescribed EMD.

EMD will be refunded to unsuccessful bidders after finalization of successful bidder/ cancellation of tender. Also the said EMD will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Security Deposit/Bank Guarantee or can be adjusted against the Performance Security Deposit/Bank Guarantee upon request. EMD shall not carry any interest.

EMD of the bidder will be forfeited if:

- I. After opening of the tender, the bidder revokes his tender within the validity period or modifies his bid.
- II. The bidder does not submit Performance Security Deposit/Bank Guarantee within stipulated period.

The cost of money transfer (including commission and taxes, etc.) has to be borne by the bidder. It is advised that the bidder should consider the time required to process the payment electronically (i.e. NEFT/RTGS) to CET CELL, into consideration before submitting the bid. The CELL CELL will not be liable (in any case) for any delay / non-payment in this regard.

BANK DETAILS FOR PAYMENT OF EMD THROUGH NEFT/RTGS

- Name : COMMISSIONER STATE CET CELL MAHA STATE
- Bank : State Bank of India
- Branch : Mumbai Main Branch (00300)
- IFSC Code: SBIN0000300
- Bank Account Number: 35415981641

9. PERFORMANCE SECURITY DEPOSIT

PERFORMANCE SECURITY DEPOSIT: The successful bidder will be required to deposit the Performance Security Deposit/Bank Guarantee to the extent of 3 (three) percent of the contract value in the form of Bank Transfer/pay order /demand draft in favour of “COMMISSIONER STATE CET CELL MAHA STATE” within 7 working days of award of the contract. The Performance Security Deposit/Bank Guarantee will be refunded/returned after the successful completion of the work and no interest will be paid on the same.

10. SUBMISSION OF BIDS

All documents of the bid shall be signed by the Partner/ Director/ Authorized Person (in case of firm) and by the Proprietor (in case of a practicing CA) having valid authorization letter at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder. The Bidder shall submit Technical & Price Bid in two parts as per details below:

PART – I : Technical Bid (Physical Mode)

PART - II : Price Bid (Electronics mode through GEM Portal)

10.1 PART- I: Technical Bid (Physical Mode only)

- 10.1.1 Technical Bid shall be submitted in physical mode only. The envelope containing the Technical Bid shall be super scribed with “Tender for Appointment of GST Consultant” and shall be dropped only in the Tender Box placed at Reception of State Common Entrance Test Cell, 8th floor, New Excelsior Building, Conference Room, A K Nayak Marg, Fort Mumbai- 400 001. If the envelope is not dropped in tender box properly sealed and marked, CET CELL will assume no responsibility for the misplacement or premature opening of the bid.

Documents required to submitted are mentioned in Form A

- 10.1.2 Bid documents containing the following must be bound, **indexed**, completely **page numbered** and arranged in the order:

- i. Bidder’s details on Bidder’s letterhead as per **Form A** along with supporting documents.
- ii. Complete tender document along with its annexures, forms and supporting documents, subsequent Amendments / Addendums to the Bidding Document duly signed and stamped (all pages) by the Bidder in token of having read, considered and agreed all parts of it.
- iii. Any other information required in the Bidding Documents or considered relevant by the bidder.
- iv. All documents furnished by the Bidder as per the requirement of Technical Bid Evaluation Criteria shall be signed and stamped by the bidder or authorized signatory of bidder.

The following documents should be provided:

Check List of documents and details to be uploaded in response to the bid.

NAME OF THE FIRM :-

Sr. No	Pre- Qualification Documents	Document to be attached	Submitted (Yes/No)
1	Pro-forma of application for appointment	as per Form A.	
2	Covering letter of Bid on Bidder's letter head	as per Form B.	
3	Letter of Authorization, authorizing the signatory of the bid in case the bid is signed by a person other than proprietor/partner	as per Form C.	
4	Bidders General Information. In case Bidder is a partnership firm, certified copy of the partnership deed Firm Establishment Information	As per Annexure D-1.	
5	Work Force and Qualifications: Documents / information relating To relevant qualification of professionals	As per Annexure D-2.	
6	Documents / information relating to experience of Consulting Firm in consultancy on Goods and Services Tax at the corporate Level with at turnover Rs.150 Crores, with at least three years of continuous engagement as on 31.03.2024	As per Annexure D-3.	
7	Documents / information relating to experience of Consulting Firm in consultancy on Goods and Services Tax for Central or State Government/ Ministry/ Department/PSUs/ Autonomous Body/ Societies/ Corporation/ Universities	As per Annexure D-4.	
8	Documents / information relating to Representation/ Advocacy on GST on behalf of representative bodies	As per Annexure D-5.	
9	Undertaking	as per Form-D	
10	PAN No.	Copy of PAN Card	
11	Proof of Registration with Goods & Services Tax (GST)	Copy of registration under Goods & Services Tax (GST) Law	
12	Proof of firm registration number, date of registration and number of years of operation	Copy of firm's registration certificate with ICAI	
13	The bidder should have office in authorized area in Mumbai/NCR.	Municipal Tax/ Property tax receipts and lease deeds/rent agreement or another Valid document to be uploaded.	

14	Bidder's Bank Account details	as per Form-E	
15	The bidder has to submit self- certified letter indicating that they have not been blacklisted by any Central/State Government, Ministry/ Department, Public Sector Undertaking, Government Autonomous Bodies / Authority.	Please upload self- certified letter as per Form F.	
16	EMD Refund Form	Please submit as per Annexure-G	
17	Duly filled up, signed with stamp pre contract Integrity Pact on non-judicial stamp paper of Rs.100.00	Please submit pre- contract integrity pact as per Annexure-K	
18	Tender Documents duly Signed & Stamped by the agency	Tender document duly signed and Stamped to be submitted.	
19	Earnest Money deposit amount (EMD) Rs.5,000/- deposit details (refundable without Interest)	Transaction ID No.....Date: Issued from Bank..... UTR No. dated	
20	Proof of turnover of companies	Please submit relevant documents	
21	Any other information required in the Bidding Documents or considered relevant by the bidder.		
22	Checklist	Please submit signed copy of checklist	

Date:

Place:

Firm signature with seal:

Please submit all relevant documents for evaluation points listed below

10.2 PART - II - PRICE BID (ELECTRONICS MODE)

- i. The Price Bid shall be submitted in electronic mode only through GEM Portal as per Form-G provided in the Bidding Document.
- ii. Price shall be quoted in figures as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall be taken as correct.
- iii. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.
- iv. Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document.
- v. Bidder shall quote the price after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.
- vi. Alternative / conditional bids shall not be considered.
- vii. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- viii. The quoted Price shall be deemed all-inclusive **except applicable GST** till the completion of the work. It is clearly understood that CETCELL will not have any additional liability towards payment of any Taxes & Duties except applicable GST leviable on total quoted price
- ix. Expected Bid minimum value is Rs.15000/- (Rs. Fifteen Thousand only) on annual basis.
- x. Incomplete Bid shall be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

Both the above sealed envelopes i.e Technical Bid (Physical Mode only) and Financial Bid (ELECTRONICS MODE GEM Portal) should be placed in a larger envelope super scribed as “**Tender for appointment of GST consultant**” and by mentioning the details of the bidding firm/company. The sealed tender must be inserted in the tender box located at State Common Entrance Test Cell, 8th floor, New Excelsior Building, Conference Room, A K Nayak Marg, Fort Mumbai- 400 001 on or before the last date and time of the bid submission.

11. PRE-BID MEETING

Pre-bid Meeting will be held on 12.02.2025 at 12:15 PM to 01:00 PM at State Common Entrance Test Cell, 8th floor, New Excelsior Building, Conference Room, A K Nayak Marg, Fort Mumbai-400 001 to address any queries of bidders. Attendance for the same is compulsory. Bidders may email their query, if any, to statecetcell.acc@gmail.com latest by 14.02.2025.

12. Bid Validity

12.1 Price bid submitted by Bidder shall remain valid for a minimum period of two months from the date of opening of price Bid. Bidders shall not be entitled during the said period of two months, without the consent in writing of the CET CELL, to revoke or cancel their Bid or to vary the Bid given or any term thereof.

12.2 CET CELL may solicit the Bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

13. ASSISTANCE TO BIDDERS

Any queries relating to the limited tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority at State Common Entrance Test Cell, 8th Floor, New Excelsior Building, A K Nayak Marg, Fort Mumbai – 400 001, Maharashtra, Tel. No. **022-22016153/57/59**

14. Bid opening

14.1 CET CELL will open the technical bids of Bidders designated representatives at date & time as stipulated in “Salient features of Bidding Document”. The Bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance.

14.2 Bidders names and any other such details as CET CELL may consider appropriate will be announced by CET CELL

14.3 Price bid of only those bidders whose bids are determined to be technically qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid, opening total price as quoted by the bidders shall be read out.

15. Periodicity of Contract:

The appointment of the selected GST Consultant CA firm shall be for a period of two financial year i.e FY 2024-25 and 2025-26. The appointment may be extended based on satisfactory performance for further upto three years on mutual agreement and their consent or the contract amount per year may be increased by @5% per year and final decision will be dependent on the basis of the views/opinion by the Competent Authority of State CET Cell on the satisfactory work done by the successful bidder.

16. PROFESSIONAL LIABILITY

The successful bidder will be expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession. He/ she will always act, in respect of any matter relating to the contract or the services, as faithful advisor to CET CELL and will at all times support and safeguard the CET CELL's legitimate interests in any dealing with the third parties.

The successful bidder shall be responsible for accuracy of data. The successful bidder shall indemnify CET CELL against any negligence, deficiency in services, or inaccuracy/ deficiency in the work. The successful bidder will also be responsible for correcting at his/ her own cost.

17. EVALUATION OF BIDS

QCBS EVALUATION OF TECHNICAL BID AND FORMAT FOR TECHNICAL PARAMETERS

State Common Entrance Test Cell at its sole discretion may nominate a committee of its executives who will evaluate the technical proposals on the basis of responsiveness to the terms and conditions of the tender, applying the evaluation criteria, sub-criteria, and point system specified in the Tender. Each responsive proposal will be given a technical score (St).

State Common Entrance Test Cell shall evaluate each technical proposal taking into account various criteria as mentioned under QCBS. Each criterion shall be marked as per the documentary evidence by the bidder, out of the weights assigned. Then the total points shall be weighted to become technical scores.

Following would be the parameters to be judged in the technical evaluations:

17.1 Evaluation Methodology

The evaluation of the bids will be a two-stage process based on Quality-cum-Cost Based Selection ("QCBS") method.

Technical bids will be evaluated for various parameters as specified hereinafter and the bidders securing a minimum 70% marks in technical evaluation will be considered for the next stage i.e., opening of Commercial Bids.

The Commercial Bids will be evaluated by assigning a score of 100 to the lowest quoted price ("LQP") and the scores for Quoted Prices ("QP") of the other qualified bids will be normalized as under:

Normalized Financial Score of a Bidder = $100 * LQP / QP$

The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score: 70% ; Financial Score: 30%

The total scores (Technical + Financial) arrived at as above will be ranked in descending order (H1, H2, H3...) and the bidder with H1 score will be recommended by the Evaluation Committee for selection to the Competent Authority.

17.2 Technical Evaluation

The scoring methodology for technical bid components is explained in the following paragraphs.

The proposal submitted by the Bidders shall, there fore, be evaluated on the following parameters:

Sr. no.	Parameters	Marking System	Maximum Marks
1	Firm Establishment: No of years of practicing in India as on 31.03.2024 (Format Annexure D-1)		15
	Up to 3 years	3	
	3 to 5 years	5	
	5 to 10 years	8	
	10 to 15 years	12	
	15 to 20 years	15	
2	Work force and qualifications: No. of Partners not below the FCA and qualified CA Employees Each Partner/Employee must be associated with the firm as on 31.03.2023 and as on 31.03.2024 (Format Annexure D-2)		20
	03 partners not below the FCA + 15 full time employees	10	
	Higher than the above minimum would qualify for additional marks for additional one partner over and above 3 partners, 1 mark each for additional partners.	10	
3	Average Turnover of the Firm for financial Year 2021-22, 2022-23 and 2023-24		10
	Minimum Rs.1.50 Crores To Rs.3 Crores	5	
	Above Rs.3 Crores	10	
4	Experience in GST consultancy/Direct Tax/Service Tax consultancy at the corporate level with at least a large institution having turnover of Rs.150 crores, with at least three years of continuous engagement as on 31.03.2024. (Format Annexure D-3)		20
	1 to 3 years	15	
	Higher than 3 years	20	
5	Experience in Consultancy for Direct Tax/Service Tax /GST in Central Government or State Government ministry/Department/PSUs/ Autonomous Body/ Societies/Corporation/ Universities in last 5 years. (Min.4 Nos) (Format Annexure D-4)		15
	Min. 4 Client	5	
	For additional one client over and above 5, 1 mark each for additional client	10	

6	Representation / advocacy on GST on behalf of representative bodies (Format Annexure D-5)		10
	No. of case (SCN's) handled Up to 10 cases.	7	
	No. of case (SCN's) handled More than 10 cases	10	
7	Presentation	10 (No split – marks would be subject to internal analysis)	10 (No split – marks would be subject to internal analysis)
	Grand Total		100

The Bidders scoring less than 70 percent marks (cut-off marks) in the technical evaluation shall not be considered for opening of the financial bids.

Once the evaluation of technical proposals is completed, the Bidders who score more than the prescribed cut-off score will only be shortlisted for opening of the financial bids.

State Common Entrance Test Cell reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, STATE COMMON ENTRANCE TEST CELL may seek specific clarifications from any or all the Bidders. State Common Entrance Test Cell decision in this regard shall be final & binding and no further discussion/interface will be held with the Bidders whose bids are technically disqualified/rejected.

17.3 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at State Common Entrance Test Cell's discretion. **The total cost of ownership for the purpose of evaluation shall be calculated over the contract period as mentioned in the RFP.**

17.4 Final selection

Final Selection will be based on QCBS Evaluation Process which is explained as under:

17.5 QCBS Evaluation Process

Commercial bids will be subjected to CQCCBS evaluation process. Under CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%. Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and commercial/financial, shall be obtained by weighing the quality and cost scores and adding them up.

Highest marks basis: On the basis of the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals

securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks will be ranked H-1 and shall be recommended for award of contract.

As an example, the following procedure can be followed: -

In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and commercial/financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their commercial/financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the commercial/financial proposals and evaluated the quoted prices as under Prices Quoted by the qualified bidders.

A: Rs.120.00

B: Rs.100.00

C: Rs.110.00

Using the formula $(\text{LEC}/\text{EC}) * 100$, where LEC stands for lowest price quoted among the bidders and EC stand for price quoted by individual bidders, the committee gave them the following marks for commercial/financial proposals:

A: $(100/120) * 100 = 83$ marks

B: $(100/100) * 100 = 100$ marks

C: $(100/110) * 100 = 91$ marks

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and commercial/financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ marks

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ marks

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ marks

The three proposals in the combined technical and commercial/financial evaluation were ranked as under: Proposal A: 77.4 marks: H3.

Proposal B: 86 marks: H2

Proposal C: 90.3 marks: H1

Proposal C at the evaluated cost of Rs.110.00 was, therefore, declared as winner and shall be recommended for award of contract, to the competent authority.

It is pointed out that the above is merely an illustration.

- I. The CET CELL will determine whether each of the bids conforms to the terms, conditions and specification of the Bidding Documents without material deviation and is complete with regard to submission of required documents. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Document, the CET CELL's rights or the Bidder's obligations as envisaged in the Bidding Document, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- II. No stipulation, deviation, terms and conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.
- III. CET CELL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by CET CELL.
- IV. CET CELL reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.

18. NOTIFICATION OF AWARD

CET CELL will issue the Letter of Award (LOA) to the successful Bidder and communicate the same through Courier/Fax/email as per details given by Bidder. The said communication will constitute the formation of a Contract until the formal agreement has been signed.

19. AGREEMENT

The successful Bidder shall execute a formal agreement with CET CELL within a period of 7 working days from the date of issue of Letter of Award on a non-judicial stamp paper, purchased from Mumbai of applicable value. The cost of non-judicial stamp paper shall be borne by the successful Bidder.

The following documents shall be integral part of agreement:

- I. Original Bidding Document along with its enclosures including any Amendment /Corrigendum to original Bidding Document.
- II. Letter of Award along with enclosures attached therewith, if any.

20. TIME SCHEDULE AND TERMS OF PAYMENT

Scope of Work	Target By (Days / Date)	Terms of Payment (% of price quoted in Form I)
Part A: Filing of all GST returns during the contract period and filing of annual return for the FY 2024-25.	By due date	75% of price as per award on CET CELL acceptance of work completion for monthly/quarterly / other returns, Advisory services, representational services.
Part B: Advisory Service.	As and when required.	
Part C: Filing of replies and Representational service.	As and when required.	Balance 25% of price quoted on CET CELL acceptance of work completion for Annual Returns (GSTR9 and GSTR 9C).

NOTES:

1. While making the payments any applicable statutory deductions will be made by CET CELL.
2. No Advance payment will be made.
3. Supplier shall submit to CET CELL the GST compliant tax invoice/debit note/revised tax invoice. GST charged in the tax invoice/debit note/revised tax invoice by the supplier shall be released separately to the supplier only after supplier files the outward supply details in GSTR1/GSTR3B on GSTN portal and Reconciliation of Inward supply is done by CET CELL with corresponding details of outward supply of supplier and supplier accept the changes made by CET CELL and has paid the GST at the time of filling the monthly return.

21. Failure to agree with terms & condition of RFP:-

Failure of the successful Bidder to agree with the draft with the Draft legal agreement and Terms and conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CET cell may award the contract to the best next value Bidder or call for new proposals from the interested Bidders.

22. Disqualification or Rejection of RFP:-

The RFP may be liable to be rejected or the bidder be disqualified at any stage on account of the following and the decision of the CET CELL in this regards shall be final. If the bid or its submission is not in conformity with the instruction mentioned herein if

- 1) The bid is incomplete.
- 2) The bid is conditional.
- 3) It is not signed, seal on every page of bid document.
- 4) If required documents are not furnished.
- 5) In case of over writing's/cuttings in the bid, If the same is not authenticated with signatures.

23. Handover of Data:-

Post the contract period, the Bidder shall provide/Handover all the documents, assets, Data to CET Cell at No transfer cost/without any cost.

24. CET Cell's Right to Monitoring, Inspection and Periodic Audit:-

CET Cell reserve the right to inspect/ or monitor the performance by the Bidder of its obligations/functions in accord all with the standards committed or required by CET Cell and bidder undertakes to cooperate with and provide to CET Cell all the documents and other details or information as may be required by then.

Any deviations or contravention identified because of such audit/assessment would need to be rectified by the Bidder failing which CET Cell may without prejudice may issue a notice of default.

25. Confidentiality:-

The Bidder shall not use confidential information or data of CET Cell without the prior consent of CET Cell.

26. Maintain the records:-

The bidder shall keep the records of every filing of all monthly/quarterly/Annual return for the reference of CET Cell.

27. Termination:-

CET Cell may, without prejudice to any other remedy for breach of contract, terminate this contract in case of the occurrence of any of the events specific.

- i) If the successful bidder does not remedy a failure in the performance of their obligations under the contract within 30 days after being notified in writing or within any further period as CET Cell may have subsequently approve in writing.
- ii) If the successful bidder has engaged in fraudulent practice in executing the contract.
- iii) If the successful bidders fails to provide the quality services, the CET cell may take decision regarding the poor quality of services, the reasons for which shall be recorded in writing. CET Cell may decide to give one chance to the successful bidder to improve the quality of the service.

28. Supplementary Information corrigendum Amendment to the RFP:-

- 1) At any time prior to the deadline for submission of bids, STATE CET CELL for any reason, whether at its own initiative or in response to clarifications requested by the bidder may modify the RFP documents by issuing amendments of the provision of this RFP, such supplement/amendment issued by CET Cell would be displayed on its website. Shall be deemed to be incorporated by this reference into this RFP.
- 2) Any such supplement/amendment will be binding on all the bidders, State CET cell will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents based on changes announced through the website.
- 3) In order to allow bidder a reasonable time to take the supplement/amendment into account in preparing their bids. The State CET Cell, at its discretion, may extend the deadline for the submission of bids.

29. Signing of Contract:-

After receipt of a valid performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses. Pre-bid clarifications and the Proposal of the successful bidder.

30. Dispute Resolution:-

1. The CET CELL and the bidder shall make every effort to resolve disputes arising between them.
2. If after 30 days from the commencement of such efforts, the CET Cell and the bidder have been unable to resolve the dispute; either party may require that the dispute be referred for resolution to the formal mechanism as specified below.
3. In the case of disputes or difference arising between the CET Cell and the bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the sole Arbitrator.
4. The arbitration and conciliation Act, 1996, the rules hereunder and any statutory modification or re-enactment thereof shall apply to the arbitration proceedings.
5. The Arbitration proceedings shall be held in Mumbai, India only.
6. The proceedings of Arbitration shall be in English language.
7. The arbitral tribunal shall give reasonable award and the same shall be final, conclusion and binding on the parties.
8. The fees of the Arbitrator shall be borne by the parties nominating them and the fee of the presiding Arbitrator, Costs and other expenses incidental to the arbitrator proceedings shall be borne equally by the parties.

Performa of Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the bidder in its name)

This Agreement made at _____ on this the ____ day of _____ between _____, _____) having their Registered Office at State Common Entrance Test Cell, 8th floor, New Excelsior Building, A K Nayak Marg, Fort Mumbai- 400 001, _____ through _____ its _____ (hereinafter referred to as the CET CELL) which expression shall unless the context otherwise required shall mean and include its successors and assignees of the one part;

AND

M/s _____ a proprietary concern/partnership firm, registered / incorporated under Indian Partnership Act / LLP Act having its Principal Office of Business/Registered Office at _____ through its sole proprietor/partner, Mr. _____ (Hereinafter called the Consultant) of the other part, which expression unless the context otherwise required shall mean and include its legal heirs, successors and assignees on the other part

WHEREAS

- a. CET CELL issued a tender vide NIT No. _____ dated _____ for Appointment of **GST Consultant** (hereinafter called the “**Consultant**”)
- b. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to CET CELL that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to CET CELL on the terms and conditions as set forth in the tender and this Agreement; and
- c. CET CELL, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the “LOA”); and
- d. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Scope of work and deliverables:** The scope of work shall be as per details given under clause “Scope of Work” in tender document.
2. **Time Schedule and Terms of Payment:**
 2. The payments shall be released as per clause “**Time Schedule and Terms of Payments**” in tender document. The payment will be made after receipt of bill and on acceptance of the work by CET CELL.
 - II. While making the payment, statutory deductions as applicable, shall be made by CET CELL.
 - II. CET CELL will make the payment through e-mode only to Consultant’s Bank account as per e-payment details submitted in the tender document.
3. **Commencement and Completion**
 - A. **Effective date of Agreement:** This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.

B. Commencement of Services: The Consultant shall commence the Services within a period of 7 (seven) days from the date of Letter of Award (LOA), unless otherwise agreed by CET CELL.

C. Completion of Services: The time schedule for completion of various elements of services will be as given as per clause “**Time Schedule and Terms of Payments**” in tender document.

4. Confidentiality

- a) Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc. given to him by CET CELL without the prior written consent of CET CELL.
- b) Consultant further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Consultant shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non- disclosure clause stated at Clause 4(a).

5. Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent shall expire upon expiry of a period of 90 (ninety) days from the delivery of the final deliverable as per clause “**Time Schedule and Terms of Payments**” in tender document.

6. Termination of Agreement

A. By CET CELL

- a. CET CELL reserves the right to terminate the contract on occurrence of any of the following events:
 - i. Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
 - ii. The consultant fails to commence services as required under this agreement.
 - iii. The consultant fails to complete any of the required services as per the tender due to which CET CELL fails to meet statutory time limit for finalization of monthly / quarterly/annual returns, statements, adjustments etc.
 - iv. CELL CELL, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

A written notice of not less than 30 days should be given before such termination.

B. By the Consultant

- a. The Consultant may, by giving a written notice of not less than 30 days terminate the agreement on occurrence of any of the following events:
 - i. CET CELL fails to pay any money due to the Consultant pursuant to this Agreement which is not subject to dispute, within 45 (Forty Five) days after

- receiving written notice from the Consultant that such payment is overdue;
- ii. CET CELL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (Forty Five) days after receiving written notice from the Consultant.

7. Liabilities:

Without prejudice to any express provision of this contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract. Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

8. Staff Deployment

By accepting the work award, the successful bidder will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this tender and warrants that will use its best skill and attention to provide work described in this tender in a professional and timely manner.

9. Reporting Requirements

Successful bidder shall be able to furnish work progress report as and when required by CET CELL.

10. Professional Liability

The successful bidder will be expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession. He/ she will always act, in respect of any matter relating to the contract or the services, as faithful advisor to CET CELL and will at all times support and safeguard the CET CELL's legitimate interests in any dealing with the third parties. The successful bidder shall be responsible for accuracy of data. The successful bidder shall indemnify CET CELL against any negligence, deficiency in services, or inaccuracy/ deficiency in the work. The successful bidder will also be responsible for correcting at his/ her own cost.

11. Force Majeure:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to postponement or deferment of provisions of GST), fires, floods, explosions, epidemics, strikes, or any other labor trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within

15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

12. Governing Law, Jurisdiction & Dispute Resolution

In the event any dispute and or difference arises between the Parties out of or in connection with this Agreement/contract, the Parties hereto shall make an endeavor to settle such dispute amicably. This Agreement shall be governed by and interpreted in accordance with the laws in force in India and the courts at Mumbai shall have exclusive jurisdiction in all matters and to settle any disputes arising out of this Agreement/contract.

Only Mumbai Courts will have jurisdiction.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for _____ and on _____

M/s _____

Signed and Delivered for behalf of
and on behalf of

STATE COMMON ENTRANCE TEST CELL

(Authorized Signatory)

(Authorized Signatory)

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____ 2. _____

FORMAT OF PERFORMANCE BANK GUARANTEE

(On a stamp paper of applicable amount to be executed by a state Bank of India main Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nationalized Bank Bank)

Bank Guarantee No. _____ dated _____

To Commissioner,
STATE CET CELL,
8th Floor, New Excelsior Building, A K Nayak Marg,
Fort Mumbai 400 001 (Maharashtra)

Dear Sirs,

1) WHEREAS, Commissioner State CET CELL, having its Corporate office at 8th floor, New Excelsior Building, A K Nayak Marg, Fort Mumbai- 400 001 (Maharashtra) (hereinafter called “the CET CELL”) have entered into Agreement No. _____ dated _____ (hereinafter called ‘the CONTRACT’) for compliances of the GST law with M/s. _____ (name) address _____, (hereinafter called “the Consultant”)

2) AND WHEREAS the Consultant under the CONTRACT is required to furnish a Performance Bank Guarantee for the performance of the CONTRACT and CET CELL has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of Rs. _.

3) AND WHEREAS at the request of the Consultant, we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to pay to the CET CELL, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the Consultant in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the CET CELL that the Consultant has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

4) We, _____ Bank, undertake to pay the amount demanded by the CET CELL not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the Consultant notwithstanding any dispute raised by Consultant in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the CET CELL across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.

5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force on or before 31.03.2026 or for any further period that may be communicated by the CET CELL to the Bank in writing before the period of validity i.e. 31.03.2026.

6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before 31.03.2026 as at para 5 above.

7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.

8) This guarantee comes into force forthwith.

9) We further agree that CET CELL shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder, to vary any of the terms and conditions of the delivery of service or extend time of performance by the said Consultant from time to time or to postpone it from time to time, any of the powers exercisable by CET CELL against the said Consultant and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant.

10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by CET CELL.

11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of CET CELL in writing.

12) This guarantee will not be discharged due to change in the constitution of the Bank or the said Consultant.

13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____

Yours faithfully
For and on behalf of Bank
(Address)(Banker's Seal)

Validity: on or before 31.03.2026

Note: Banker's self-certification will suffice the requirement which may be submitted with the BG.

Form-A

PROFORMA OF APPLICATION FOR APPOINTMENT GST CONSULTANT **(ON OFFICIAL LETTER HEAD)**

To,
The Commissioner,
State Common Entrance Test Cell, 8th
Floor, New Excelsior Building, A K
Nayak Marg, Fort,
Mumbai-400 001

Dear Sir,

SELF – DECLARATION BY BIDDER FOR APPOINTMENT GST CONSULTANT

Please find enclosed information in Annexure (D-1 to D-5) concerning us for consideration of our firm to be appointed as GST consultant of the Corporation.

We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference). We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / ICAI and does not have any disciplinary proceedings pending against it or any of the partners with ICAI. We undertake that we have not been Statutory Auditor of GIC Re or its Branches or its Subsidiaries during the last 1 year. We also undertake that we do not have any “conflicting relationships” with any employee of GIC Re as defined in Conflict-of-Interest Clause of RFP.

If the aforesaid representation/declaration or information in the annexures is found to be incorrect, we agree that the Corporation shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the Corporation, without reference to us.

We or our affiliates have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us or our Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates.

We also confirm that in case a firm is selected as successful bidder, we shall execute the job in accordance with the terms and conditions in the RFP as per the Letter of Appointment made available by the Corporation.

Date:

Authorized Signatory

Place:

(Name)

List of Document Enclosed:

1. Annexures D1 to D5
2. Other Forms/documents please specify.

Form-B

PROPOSAL FORMS

(TO BE SUBMITTED ON BIDDER'S OWN LETTER HEAD)

Covering letter for submission of offers

From:

Our Ref: _____ Dated _____

SUBJECT: Appointment of GST Consultant in CET CELL

Dear Sir,

Please find herewith our offer in line with requirement of CET CELL Bidding document. We confirm that:

- 1 Offer is in complete compliance with technical as well as commercial requirements of Bidding Document and there is no technical or commercial deviation in the offer.
- 2 We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
- 3 Our offer shall remain valid for a period of 120 days Months from the date of opening of tender.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false at any time, CET CELL shall have the absolute right to cancel my / our tender / contract and action as deemed fit may be taken against us / me, including termination of the contract, forfeiture of all dues including Earnest Money and banning delisting our firm without any prior intimation to me / us.

Thanking you, Yours sincerely,

(Signature of Authorized person) Full Name:

Designation:

Bidder's official Seal:

Form-C

Letter of Authorization

(TO BE SUBMITTED ON BIDDER'S OWN LETTER HEAD)

To
Commissioner,
State Common Entrance Test Cell,
8th Floor, New Excelsior Building,
A K Nayak Marg,
Fort Mumbai 400 001 (Maharashtra)

SUBJECT: Appointment of GST Consultant in CET CELL

Dear Sir,

We _____ hereby authorize following representative(s) to sign all bid documents against your Bidding Document No. **NIT No. :** _____

Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation For and on behalf of (Bidder)

NOTES:

This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder

ANNEXURE D-1**PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF THE
INDIRECT TAX CONSULTANT/GST CONSULTANT**

S. No.	Description	
1	Name of the firm	
2	Firm No. allotted by ICAI*	
3	Date of registration/ Incorporation and Number of years of operation:	
4	Address	
5	Email	
6	Contact number/s (Tel/Mobile)	
7	Office address of Mumbai (if different from 3 above)	
8	Presence in how many towns in India. (Provide Address)	
9	Year of establishment	
10	No. of completed years for which practicing in India as on 31.03.2024	
11	Name/s of partners * (membership certificates issued by ICAI should be enclosed)	
12	Name of Partners Stationed at Mumbai	
13	Person(s) proposed to be assigned for the services and his/their profiles	
14	Name, address and account number of the firm's Corporation(s)	
15	PAN of the firm *	
16	Goods & Services Tax registration number of the firm *	
17	Number of Employees	
18	Number of C.A. Employees in the firm (out of above)	
19	Net worth as on 31.03.2024	
20	Turnover during last three financial years	
	2021-22	
	2022-23	
	2023-24	
21	Details of major assignments.	
22	Any other information considered relevant.	

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description)

Place: Authorized Signatory

Date:

(Name) Seal

Note: Self attested copies in support of the information should be submitted

Note: The self-attested copies of documents at Sl. No. 2, 3, 15 and 16 to be attached. Note: In case, Bidder is a partnership firm, certified copy of the partnership deed.

ANNEXURE D-2

**DETAILS OF QUALIFIED PROFESSIONALS OF THE FIRM
DETAILS OF PARTNERS AND CA EMPLOYEES ON FIRM'S PAYROLL**

Sr. no .	Name & Designation	Capacity (Partner / Employee)	Qualification (C.A.)	CA/FCA Membership Number & since (If Applicable)	Total No. of years with The Firm	Relevant Experience In GST/ Service Tax	Remarks

Authorized Signatory
(Name) Seal

Note:

1. Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
2. Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. CET CELL reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.
3. Proper proof MUST be provided to support that the firm is atleast 10 years old and presently has minimum 3 FCA partners since last 3 years.
4. Self-attested copies of certificates of CA membership/FCA/DISA/CISA should be submitted.

ANNEXURE D-3**PARTICULARS IN RESPECT GST/SERVICE TAX CONSULTANCY OF CORPORATE LEVEL
HAVING TURNOVER OF RS 150 CRORES OR MORE AS ON 31.03.2024 DURING LAST
THREE YEARS OF CONTINUOUS ENGAGEMENT**

Sr. No	Name of The Organization	Scope of Consultancy	Period of Consultancy	Turnover of Client (Rs. Crore)	Person In Charge From Client Side With Contact Number And Email Id.

*Each assignment should be supported by copy of appointment letter issued by the respective corporation

Authorized Signatory

(Name)
Seal

Note:

1. Copy of the Company's appointment letter in support of the information above should be submitted.
2. Bidder to submit copies of the appointment letter/work orders & completion certificate/copies of bills with proof of payment receipt from client for the referred assignments.

ANNEXURE D-4

**PARTICULARS IN RESPECT OF GST CONSULTANCY/SERVICE TAX CONSULTANCY
CENTRAL OR STATE GOVERNMENT AUTONOMOUS BODY/ MINISTRIES/
DEPARTMENTS/ PSUS/SOCIETIES/CORPORATION AT WHOLE ORGANIZATION LEVEL
FOR INSTITUTIONS ENGAGED IN FINANCIAL SERVICES DURING LAST FIVE YEARS**

Sr. No.	Name Of The Organization	Period Of Contract (From DD/MM/YY To D/MM/YY)	Type Of Tax (GST/Service Tax)	Scope Of Work	Turnover of Client (Rs. Crore)	Person In Charge From Client Side With Contact Number And Email Id.

Authorized Signatory

(Name) Seal

Note:

1. Copy of the Corporation's appointment letter in support of the information above should be submitted.
2. Bidder to submit copies of the appointment letter/work orders & completion certificate/copies of bills with proof of payment receipt from client for the referred assignments.

ANNEXURE D-5

PARTICULARS IN RESPECT OF GST / SERVICE TAX - ADVOCACY/LITIGATION ON BEHALF OF ORGANISATIONS CONTROLLING OR REPRESENTING CORPORATION / FINANCIAL SECTOR DURING LAST Five YEARS (FROM 01.04.2018 ONWARDS) ALONG WITH AMOUNT OF LIABILITY INVOLVED AND REFUND ORDERS, IF ANY

Sr. No	Name Of Organization Institution	Period of Contract (From DD/MM/YY To DD/MM/YY)	Scope of Work	Person In Charge From Client Side With Contact Number And Email Id.

Authorized Signatory

(Name)
Seal

Note:

1. Copy of the Company's appointment letter in support of the information above should be submitted.

Form D

UNDERTAKING

We hereby confirm that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Bid complies with the total technical-commercial requirements/ terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by CET CELL, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Technical as well as Price) shall not be recognized and shall be treated as null and void.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We hereby confirm that M/s and his Partner/Company including its Directors applying for the Contract does not have any type of criminal records nor any type of criminal proceedings are pending before any Courts of India or abroad.

We hereby confirm that any partner of the entity have not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies)/ court in connection with professional work.

We further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization.

We also confirm that the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Bid may be rejected / terminated.

We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Agreement.

We confirm that rate quoted by us includes price for all services as mentioned in the Bidding Document.

Stamp and signature of bidder: _____

Name of bidder: _____

NOTE: To be stamped and signed by the authorized signatory on letterhead of bidder.

Form-E

E-Payment Form
Bank account particulars

- 1 Bidder's name
- 2 Address of bidder
- 3 Particular of bank account
 - Name of the bank
 - Branch Code
 - Address of the bank
 - Type of Account
 - Account number
 - Bank's IFSC code for RTGS/NEFT

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism. I also undertake to intimate the changes, if any, in bank account details in future and CET CELL will not be held responsible for non-payment / delay due to above change in bank details and due to technical reasons beyond its control.

(_____)

Signature of the authorized signatory &
Designation

Place:

Date:

Official seal of the bidder

Please enclose a cancelled cheque with this form.

Form F

SELF DECLARATION OF NOT-BLACKLISTED
(On Bidder's Letter Head)

Date:

To
Commissioner,
STATE CET CELL,
8th Floor, New Excelsior Building,
A K Nayak Marg,
Fort Mumbai 400 001 (Maharashtra)

Dear Sir,

This is to declare that our firm _____ is not blacklisted by any Central/State Government/
Ministry/ Department/Public Sector Undertaking, Government Autonomous Body/Authority.

Name of Bidder:

Signature of the Bidder with seal

Form G

(To be submitted electronically only on the letterhead of the Bidder)

PART-II: PRICE BID**Schedule of rates**

Name of Job/ services: Appointment of GST Consultant

Name of Organization: Commissioner State Common Entrance Test Cell, MS Mumbai.

TENDER NO.: STATECETCELL/ACC/GST/219/2024-25

Name of Bidder: _____

Sl. No	Description of Work	Unit	Months	Amount Per Month (In Rupee)	Total Amount (In Rupee)
1.	Part-A	Lump sum price for job given at Part A of Para 4 "Scope of Work"			
	1(A)	Filing of Monthly Return			
	1(A)(i)	GSTR-1	Each	12	
	1(A)(ii)	GSTR-3B	Each	12	
	1(A)(iii)	GSTR-7	Each	12	
	1(B)	Filling of Annual Return			
	1(B)(i)	GSTR-9	Each	12	
	1(B)(i)	GSTR-9C	Each	12	
2.	Part-B	Lump sum price for job given at Part B of Para 4 "Scope of Work"		12	
3.	Part-C	Lump sum price for job given at Part C of Para 4 "Scope of Work"		12	
		Total Rs.			
		Total Rs. (in words):			

This price is valid for two months from the date of opening the price bid.

Note:-

- The above rates shall be exclusive of GST but inclusive of all other taxes, duty, out of pocket expenses etc.
- For Travel /Stay outside Mumbai for training etc. arrangements shall be made by CET CELL as per entitlement applicable to the Statutory Auditors.

Signature

Name of signatory

**Designation of signatory with
Official seal**

Form-H**EMD REFUND FORM**

Date: _____

**LIMITED TENDER FOR APPOINTMENT OF GST CONSULTANT FOR A PERIOD
OF ONE YEAR OF COMMISSIONER STATE COMMON ENTRANCE TEST CELL****Details of the bidder**

Name of the firm	
Address:	
Name of the Authorized Signatory:	
Contact No:	
Email id:	

Details of EMD submitted:

In case of payment through RTGS please provide the Bank transaction reference number:	
In case of payment through NEFT please provide the UTR number:	

Particulars for online EMD refund (Please attach scanned copy of cheque)

Name of the Bank	
Branch Name and Address:	
IFSC Code	
Account No.	
Account Type	

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving EMD without claiming any interest

Signature of the authorized signatory

Name: _____

Designation:

Official Seal
