


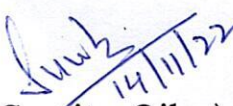
**Software Technology Parks of India
Employee's Contributory Provident Fund Trust
New Delhi**

Minutes of Meeting

Particulars	:	Drafting of RFP for "Appointment of Tax Consultant for STPI"
Committee Members	:	1. Sh Sachin Jain, CFO 2. Sh Rajeev Vig, SFO 3. Mrs Sunita Ojha, AO
Comments	:	<p>1. The committee considered the previous RFP documents for drafting the present RFP for Appointment of Tax Consultant for STPI.</p> <p>2. The Committee also discussed the various clause of the RFP like scope of work, eligibility criteria, instructions to bidders etc w.r.t. present requirement.</p> <p>3. Accordingly, committee has drafted the RFP for Appointment of Tax Consultant for STPI.</p>


(Sachin Jain)
CFO


(Rajeev Vig)
SFO


(Sunita Ojha)
AO

SECRET

**Software Technology Parks of India**

1stFloor, Plate-B, Office Block-1, East Kidwai Nagar,

New Delhi – 110 023

Phone: 011-24628081

Request for Proposal for Appointment of Tax Consultant



SOFTWARE TECHNOLOGY PARKS OF INDIA

Brief introduction

Software Technology Parks of India (STPI) was established and registered as an autonomous society under the Societies Registration Act, 1860 on June 5, 1991 under the Department of Electronics & Information Technology, Ministry of Communications & Information Technology, Govt. of India (formerly known as Department of Electronics). STPI is registered u/s 12A of the Income Tax Act and claiming the benefits u/s 11 to 13 of the Income Tax Act, 1961. The proceedings for assessment and appeals of STPI for previous years are pending with Assessing officer/CIT(A)/ITAT. The objective of the society is to implement STP/EHTP Scheme, set up and manage infrastructure facilities and provide other services like technology assessment and professional training etc. Presently 62 centres of STPI are operational across the country. The headquarters of the STPI is situated at Plate-B, 1st Floor, Office Block-1, East Kidwai Nagar, New Delhi - 110023. Detailed profile of STPI may please be browsed from URL www.stpi.in

The services of tax professional are required at Head office i.e. Delhi strictly as per scope of work of this tender document.




SOFTWARE TECHNOLOGY PARKS OF INDIA

Scope of Work

- 1) The bidder shall prepare the Computation of Taxable Income for the purpose of Form 10B and file the Income Tax return (ITR)/revise ITR along with Form-10 etc. as per the provision of Income Tax Act, 1961.
- 2) The bidder shall advise to STPI/STPI ECPF Trust for any discrepancy/difficulty arises during filing of E-TDS Return/Revise E-TDS Return/ GST Return/amendment in GST Return.
- 3) The bidder shall co-ordinate with Income Tax Authorities for completion/filing of income tax assessment/CIT Appeal/ITAT Appeal for any assessment year in respect of STPI/STPI ECPF Trust.
- 4) The bidder shall also coordinate with Income Tax Authorities for issuance of assessment order/appellate order/appeal effect etc., and any work related to Income tax for any assessment year.
- 5) The bidder shall co-ordinate with GST Authorities for completion/filing of tax assessment/Appeal/enquiry and for issuance of assessment order/appellate order/appeal effect etc. for any assessment year in the Jurisdiction of Delhi NCR Region.
- 6) In respect of any notice/query issued by any tax authority to STPI, the bidder shall prepare and submit all the replies to respective tax authorities with concurrence of STPI-HQ.
- 7) The bidder shall advise STPI for compilation of records/information required for submission of any reply to any Tax Authority.
- 8) The bidder shall intimate immediately in writing as well as through e-mail to STPI for each effective/non-effective appearance before Tax Authorities in the matter related to assessment/appeal/notice.
- 9) The bidder has to co-ordinate with legal Counsel for all types of legal & other issues relating to Direct Tax & Indirect Taxes.
- 10) The bidder shall provide its opinion/consultancy in writing to STPI for all the matters referred during the contract period having financial/taxation implications.

- 11) The bidder shall advise STPI for future course of action consequent to assessment/re-assessment/ rectification, other orders issued by Direct Tax & Indirect Tax authorities.
- 12) The bidder shall assist STPI in tax planning/provisioning during the financial year and advise on the investment proposal as and when required too.
- 13) The bidder shall update STPI on latest circulars/order/amendments in the taxation fields by forwarding the hard copies/soft copies.
- 14) The bidder shall prepare and submit a report on the implications of budget amendments on STPI. The said report shall be submitted within a week from the date of presentation of budget in Parliament.
- 15) Providing consultancy in respect of formation of separate entity or any other firm/ venture by STPI.
- 16) The bidder shall visit STPI once a month and as and when required by STPI. The bidder shall submit the up-to-date compliance report (MIS report) in respect of all matters pending with different tax authorities on monthly basis.
- 17) Any other work/ matters assigned from time to time in respect of Direct and Indirect tax matters for present or future ventures under the administrative control of STPI.



**SOFTWARE TECHNOLOGY PARKS OF INDIA****Instruction to Bidders****1. Submission of Bid**

The interested bidder meeting the eligibility criteria as defined in the RFP document may submit their bid online in two parts as under:

- a. **"TECHNICAL BID"** consisting of all technical details in **"FORM-A"**
- b. **"FINANCIAL BID"** as per GeM format


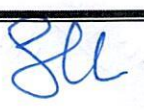

The complete bid must be submitted online at GeM by the due date and time. STPI may, at its discretion, extend the bid submission date. The bid shall contain no interlineations, erasures or overwriting. Corrections, if any, are required to be authenticated by the authorized signatory. Bid once submitted shall not be allowed to be amended/withdrawn.

2. Contract Period

- 1. The appointment will be for the period of three years. However, STPI reserve the right to terminate the contract during the contract period, without assigning any reasons.

3. Assignment

- 1. Bidder must submit its opinion/reply/advise etc. within the timeline provided by STPI on a case-to-case basis.
- 2. All draft replies/submissions related to assessment/appeal/other matters shall **MANDATORILY** submitted by the bidder 7 days prior to the due date of submissions for approval of management of STPI.
- 3. The bidder shall intimate in writing to STPI towards the each effective/non effective hearing on the same day.
- 4. Bidder shall submit its strategy/methodology in writing to STPI within one month from award of contract, for taking up the ongoing/upcoming Assessments/Appeals with any Tax Authority/Tribunal.

  
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5. Bidder shall perform all work as mentioned in the RFP document without any fail.

4. Bid Securing Declaration

The bidders need to submit Bid Securing Declaration In lieu of Bid Security (Earnest Money Deposit) as per **Form -C**.

5. Performance Security

The successful bidder shall submit 3% of contract value as Performance Security in the form of e-PBG in favour of STPI within 30 days of acceptance of appointment. The bank guarantee should be valid for the period of 45 months. STPI will release the e-PBG to the successful bidder without interest after completion of contract.

6. Enclosures of the Bid

The documents as desired in **Eligibility Criteria** and **Form A** must be uploaded at GeM with the **Technical bid (Form A)**, otherwise the bid will be summarily rejected.

7. Currency

All quoted prices shall be in Indian Rupees.

8. Clarification regarding RFP

- a. The prospective bidders may raise their queries, if any, during the pre-bid meeting.
- b. In respect of interpretation/clarification on any matter relating to this RFP document, the decision of STPI will be final.

9. Validity of Bid

The validity of the proposal will be 80 days from the last date of submission of proposal as specified in the RFP document.

10. Rejection of the proposal

- a) The bidder is expected to examine all instructions, formats, terms & conditions and schedule of work in the bid document. Failure to furnish all

information required as per RFP document or submission of proposal which is not substantially responsive to the RFP document in every aspect may result in rejection of proposal. In respect of interpretation/clarification and any matter relating to this RFP document, the decision of STPI will be final.


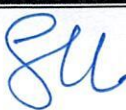

- b) Proposals not submitted in the prescribed format will be summarily rejected.
- c) Proposals submitted without Bid Securing Declaration will be summarily rejected.
- d) Proposals not meeting the criteria mentioned in Eligibility of Bidders as per RFP document will be summarily rejected.
- e) The bidders shall submit the entire requisite document as specified in the RFP document, failing which, the proposal is liable to be rejected.
- f) The proposals received after a specified date & time will not be considered.

11. Opening of Bid

The bids shall be opened at the scheduled date and time at the portal of GeM. The prospective bidders/their authorized representative may attend the bid opening proceedings.

12. Evaluation of Bid

1. Proposals once submitted shall not be allowed to withdraw. Any default after acceptance of proposal by the successful bidder shall be deemed to be non-compliance with the terms of contract and would be liable to cancellation of contract and Performance Security shall be forfeited.
2. STPI reserves the right to reject any or all the proposals or accept them in part or to reject lowest proposal without assigning any reason thereof.
3. The proposals will be evaluated on the basis of details submitted in **Form "A"** of the RFP document along with requisite documents.

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4. The financial bids will be evaluated only of those bidders, who will meet the requirements mentioned in Eligibility Criteria and **Form "A"** of the RFP document.

13. Award of Contract

Contract will be awarded to lowest proposal (L1) of Financial Bid. In the case of the same L1 rates of more than one bidder (i.e. in the case of tie), the contract will be awarded on the basis of more experience of the respective bidder. The decision of STPI in this regard shall be final and binding to the bidders.



**SOFTWARE TECHNOLOGY PARKS OF INDIA****PAYMENT TERMS**

Payment will be released to the successful bidder on a quarterly basis on submission of Invoice i.e. after completion of each quarter.

- a) Payments are subject to deduction of TDS etc. as per rules. STPI will not be liable to pay interest on account of delay payment etc.
- b) STPI will not release the further payment to the bidder in case the awarded assignment is not completed in the stipulated time or in the event of any difference/dispute. In that case, STPI reserves the right to terminate the contract with or without any reason.

No claim of TA/DA, conveyance, boarding & lodging, reimbursements etc. will be considered by STPI before, during or after the contract period.

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**SOFTWARE TECHNOLOGY PARKS OF INDIA****PENALTIES****Liquidated Damages:**

The bidder shall be charged with Liquidated damages @ 1% per week or part thereof for the first four weeks of delay, thereafter @ 2% per week up to a maximum of 10% of the total contract value. Subsequently, STPI retains the right to terminate the contract without assigning any reason and no payment shall be released and Performance Security may also be forfeited.

Condone of delay period:

In the event of delay in completion of assignment, which is not attributable to bidder, Competent Authority reserves the right to condone such period of delay, provided bidder has submitted adequate justification in writing. Further, STPI reserves the right to revise/change the schedule of delivery.

Termination by default:

STPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the selected bidder, terminate the contract in whole or part. STPI also reserves the right to ban its business with the bidder within STPI and same will also be apprised to the appropriate forums like ICAI etc.

Disputes:

All disputes or differences whatsoever arising between the parties out of or relating to this RFP document shall be settled through arbitration proceedings as per Indian Arbitration Act. In such a case, DG, STPI will be the Competent Authority for appointment of the Sole Arbitrator.

Force Majeure

If, at any time, during the continuance of the work contract, the performance in whole or in any part by either party of obligation under the work contract shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this work contract nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. The performance of the work contract shall, however, be resumed as soon as practicable after such eventuality has come to an end.





SOFTWARE TECHNOLOGY PARKS OF INDIA

ELIGIBILITY CRITERIA

1. Chartered Accountant firms having their office at Delhi NCR region may send their proposals for appointment as Tax Consultant of STPI.
2. The bidder must have 5 nos. of partners as FCA and located at Delhi NCR. The same shall be verified from the certificate issued by ICAI. Out of 5 partners at least 1 partner must have appeared before the ITAT.
Copy of the documentary evidence must be enclosed.
3. 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 two (02) consultancy contracts each for the value of Rs. 5 lakh or above per year (inclusive of taxes) by any Central Government/Autonomous Body/Ministries/Departments/ PSU's/Societies/Corporation in the last three financial years i.e., from 01.04.2019 to 31.03.2022. Copy of PO/WO/Contract etc. need to be enclosed as documentary evidence.
4. The bidder must have annual average Receipts/Turnover of Rs. 4 lakh in the last three financial years i.e. from FY 2019-20 to 2021-22 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.**
5. The bidder should not be blacklisted from any Government/Ministry/Department/PSU/Autonomous Body of Central or State Govt.
6. **The following documents (self-attested) are required to be submitted along with proposal.**
 - a. GST Registration No.
 - b. PAN of bidder.
 - c. Copy of Registration with ICAI.

Note: Necessary supporting documents need to be enclosed.

FORM A**Technical Bid Form**

1. (a) Name of the Bidder :
- (b) Postal Address :
- (i) Telephone No. :
- (ii) Fax No. :
- (iii) Email :
2. Date of its Establishment :
3. Name & Qualification of Partners :
4. Experience of Bidder :
5. Turnover of bidder in last three
Financial years :
(Copy of Audit Report and Financial
Statements along with schedules
must be enclosed with proposal)
6. PAN. (Copy enclosed) :
7. GST No. (Copy enclosed) :
8. Registration no. (Copy enclosed) :
9. Any other information :

I.....(designation).....of (Name of the bidder).....hereby declare to accept the Terms & Conditions of the RFP Document for appointment as Tax Consultant.

Authorized Signatory

OFFICE SEAL

Date: _____

Place: _____



FORM B**DECLARATION**

We declare and confirm that (i) we have not been blacklisted or deregistered by any central/ state government department or public sector undertaking and none of our works had ever been terminated by client after award of contract, during last three years; and (ii) no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We acknowledge the right of STPI, if STPI finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded, to declare the Contract to be null and void.

We also declare that the data provided by STPI for Tax consultancy will be used only for this purpose only and it will not be shared /accessed to any person/institution/firm/company/corporation/body etc. without the written consent of STPI. We acknowledge the right of STPI, if STPI finds to the contrary, STPI is entitled to claim appropriate compensation from us and the decision of STPI in this regard shall be final.

Authorized Signatory with Seal



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(To be submitted/uploaded on Bidder Letter Head)**FORM C****BID SECURING DECLARATION**

We, M/s _____, accepting that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, we will be suspended for the period of 12 months from being eligible to submit Bid for contracts with the Software Technology Parks of India (in short STPI).

Authorized Signatory with Seal

