



Software Technology Parks of India

(An autonomous society under Ministry of Electronics & Information Technology, Govt. of India)
9th Floor, NDCC-II, Jai Singh Road, New Delhi – 110 001
Phone: 011-23438188

Request for Proposal of Appointment of Tax Consultant

Software Technology Parks of India (STPI) invites proposal from the Chartered Accountant Firms for appointment as Tax Consultant for providing the taxation services to STPI. The details of RFP are as under:

1	RFP No. & Date	STPI/HQ(F)/MISC/05/19/Vol-III 22 nd September, 2016
2.	Scope of work/job	As per Part-II of the RFP document.
3	Mode of RFP	Advertisement
4.	Issue of RFP document	<i>RFP documents may either be obtained from STPI HQ at above given address on any working day between 1000 Hrs to 1700 Hrs on payment of Rs.500/- in cash or the same may be downloaded from web site www.stpi.in or www.eprocure.gov.in. In case of download a DD of Rs.500/- may be deposited along with form A of the RFP documents.</i>
5.	Bid Submission	Two Bid System
6.	Earnest Money Deposit	Rs. 30,000/- in the form of Demand Draft along with form A of the RFP document.
7.	Pre Bid Meeting	29th September, 2016 at 1200 Hrs
8.	Last date & Time for submission of proposal	12th October, 2016, 1400Hrs
9.	Date & Time for opening of proposal	12th October, 2016, 1600 Hrs
10.	Validity of proposal	90 Days from the last date of submission of proposal.

Interested Chartered Accountant Firms may submit their proposal latest by 12th October, 2016, to "The Director (Finance), Software Technology Parks of India, 9th Floor, NDCC-II, Jai Singh Road, New Delhi-110001

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PART-I

BRIEF INTRODUCTION AND GENERAL INFORMATION OF STPI

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 Ministry of Electronics & Information Technology, Govt. of India (formerly known as Department of Electronics). 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 56 centres of STPI are operational across the country. The registered office of the STPI is situated at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi-110003. Detailed profile of STPI may please be browsed from URL www.stpi.in

STPI invite sealed proposals from the Chartered Accountant Firms for appointment as Tax Consultant. Detailed scope of work is given in the Part – II of RFP document.

The instructions of RFP regarding submission of proposals are given in Part-III of the RFP document.

The Eligibility of Professional/Firm/Companies is mentioned in Part-IV of the RFP document.

PART-II

Scope of Work

1. Bidder has to review the calculations of Advance Tax and advice accordingly.
2. Bidder will prepare the Computation of Taxable Income and file the annual return/revise return as per the provision of Income Tax Act, 1961.
3. Bidder will advise to STPI for any discrepancy/difficulty arises during filing of E-TDS Return/Revise E-TDS Return/Service Tax Return/Revise Service Tax Return as per the provision of Income Tax Act/ Finance Act and any other provision of Government of India.
4. Bidders will co-ordinate with Income Tax Authorities for completion/filing of income tax assessment/CIT Appeal/ITAT Appeal for any assessment year in the Jurisdiction of Delhi NCR Region.
5. Bidder will also coordinate with Income Tax Authorities for issuance of assessment order/appellate order/appeal effect etc. for any assessment year in the Jurisdiction of Delhi NCR Region.
6. Bidders will co-ordinate with Service Tax Authorities for completion/filing of tax assessment/Appeal/enquiry for any assessment year in the Jurisdiction of Delhi NCR Region.
7. Bidder will also coordinate with Service Tax Authorities for issuance of assessment order/appellate order/appeal effect etc. for any assessment year in the Jurisdiction of Delhi NCR Region.
8. Bidder has to submit reply with Tax Authorities for any notices issued to STPI in the jurisdiction of Delhi NCR Region.
9. Bidder will advise STPI for compilation of records/information required for submission of any reply to Tax Authorities.
10. Bidder will 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.
11. Bidder has to co-ordinate with legal Council for all types of legal & other issue relating to Direct Tax & Indirect Taxes.
12. Bidder will provide its opinion to STPI for all the matters referred during the contract period having financial/taxation implications.
13. Bidder has to advise STPI for future course of action consequent to assessment/re-assessment/rectification, other orders issued by Direct Tax & Indirect Tax authorities.

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14. Bidder will help STPI in tax planning/provisioning during the financial year and also advised on the investment proposal as and when required.
 15. Updating STPI on latest circulars/order/amendments in the taxation filed by forwarding the hard copies/soft copies.
 16. Bidder will advise to STPI ECPF Trust & Gratuity Trust for any discrepancy/difficulty arises during filing of E-TDS Return/revise E-TDS Return as per the provision of Income Tax Act/ Finance Act and any other provision of Government of India & all other matters related to Income Tax Act, as applicable on STPI ECPF Trust & Gratuity Trust.
 17. Bidder has to provide necessary support, advice, assistance in relation to preparation of various documents required to be submitted with Direct & Indirect Tax Authorities.
 18. Consultancy on all matters raised by Direct and Indirect tax authorities across the STPI.
 19. Providing consultancy in respect of formation of separate entity or any other firm/ venture by STPI.
 20. Bidder will visit to STPI twice in a month and submit the up-to-date compliance report for Authorities of STPI.
 21. 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.

PART-III

INSTRUCTION FOR SUBMISSION OF PROPOSAL

1. Appointment of Tax Consultant will be for one year initially, which may be extended on the basis of performance of the bidder for another one year with same fees & terms and conditions.
2. The RFP may be obtained from STPI-HQ, 9th Floor, NDCC-II, Jai Singh Road, New Delhi-110001 on any working day between 1000hrs to 1700hrs on cash payment of Rs. 500/-. The RFP is also available on www.stpi.in or www.eprocure.gov.in. In case of download of RFP document from website, a demand draft of Rs.500/- need to be drawn in favor of "Software Technology Parks of India" payable at "New Delhi" and need to be submitted along with the Form A & B.
3. Earnest Money Deposit (EMD) of Rs. 30,000/- in form of Demand draft only need to be drawn in favor of "Software Technology Parks of India" payable at "New Delhi" must be submitted along with the Form A. EMD of unsuccessful bidder will be returned within 30 days from the date of award of contract, without any interest thereon.
4. Successful bidder has to deposit 5% of total value of contract as Performance Security within 1 (one) week from the date of award of contract drawn in favor of "Software Technology Parks of India", payable at "New Delhi", which will be returned after 30days of the successful completion of the awarded job, without any interest. EMD of successful bidder will be adjusted against Performance Security. Remaining portion of Performance Security, if any has to be deposited by the bidder in the shape of Demand Draft drawn in favor of "Software Technology Parks of India", payable at "New Delhi".
5. The proposal should be submitted only in the prescribed Form A and B along with necessary documentary evidences.
6. Form "A" & "B" along with necessary documentary evidences should be properly sealed (not stapled) in separate envelopes and should be super scribed on the top of envelope as "Form A" and "Form B" respectively. Then both the envelope "A" & "B" must be properly sealed (not stapled) in a big envelope and it should be super scribed on the top of envelope "RFP for Appointment as Tax Consultant".
7. No overwriting, corrections and cutting on the form "A" & "B" are permitted. However, the cuttings, if any, must be signed by the person authorized to sign the proposal.

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8. Consolidated price may be quote in Form “B”, considering the scope of work. No additional fees will be admissible and considered by STPI for payment, other than quoted at S.No. 3 (Total) of Form B.
 9. All prices should be quoted in Indian Rupees (INR).
 10. No claim of TA/DA, conveyance, boarding & lodging will be considered by STPI before, during and after the contract period.
 11. STPI will pay the consolidated fees as per Form “B” of the RFP document to selected professional/firm/company as per the terms of Payment mentioned in the Part-III of RFP.
 12. The validity of the proposal should be 90 days from the last date of submission of proposal as specified in the RFP document. Each page of RFP should be signed and numbered.
 13. The proposal should be addressed to “The Director (Finance), Software Technology Parks of India, 9th Floor, NDCC-II, Jai Singh Road, New Delhi-110 001.
 14. The proposal may be sent through post/courier or may be submitted in person at the office of STPI at the above mentioned address on or before specified date and time. However, STPI shall not be responsible for any postal and other delay.
 15. **Rejection of the proposal:**
 - A. The bidder is expected to examine all instructions, formats, terms & condition 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. Proposal received without RFP cost of Rs.500/- will be summarily rejected.
 - D. Proposals submitted without EMD of Rs. 30,000/-, will be summarily rejected.
 - E. Proposals not meeting the criteria mentioned in Eligibility of Bidder i.e. Part-IV of the RFP document will be summarily rejected.
 - F. The professionals will have to submit the entire requisite document as specified in the format A, failing which, the proposal is liable to be rejected.
 - G. The proposals received after specified date & time will not be considered.
 - H. The proposals received through Fax /Telex/photocopy/mail will not be considered.
 - I. Unsealed proposals will be summarily rejected.
 - J. “Form A” and “Form B” not submitted in separate envelopes, will be summarily rejected.

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16. STPI reserves the right to reject any or all of the proposals or accept them in part or to reject lowest proposal without assigning any reason thereof.
 17. Proposals once submitted shall not be allow for withdrawing. Any default after acceptance of proposal shall be deemed to be non compliance to the terms of contract and would be liable to cancellation of contract and EMD shall be forfeited.

18. Criteria for award of contract:

- A. The proposals will be evaluated on details submitted in Form "A" & "B" of the RFP document.
- B. Form "B" will be evaluated only of those bidders, who will meet the requirements mentioned in Part-IV and form "A" of the RFP document.
- C. Contract will be awarded to lowest proposal (L1) of Form "B". L1 will be determined from the Total at Sl. No. 3 (Total) of form "B" of RFP document. In case of L1 rates of more than one bidder (i.e. in the case of tie), the contract will be awarded on basis of more experience of the respective bidder. The decision of the STPI in this regard shall be final and binding to the professionals.

19. Payment Term:

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

20. Liquidated Damage:

The bidder shall be charged with Liquidated damages @ 1% per week or part for first four weeks of delay, thereafter @ 2% per week maximum of 10% of the contract value. Subsequently, STPI retains right to terminate the contract without assigning any reason and no further payment shall be released and Performance Bid Security may also be forfeit. The bidder shall not be penalized for the delay not attributable to them. Further, STPI reserves the right to revise/change the schedule of delivery.

21. Termination by default:

STPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to firm/company, terminate the contract in whole or part.

22. Disputes:

All disputes or difference 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 case, DG, STPI will be the Competent Authority for appointment of the Sole Arbitrator.

23. 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. Performance of the work contract shall, however be resumed as soon as practicable after such eventuality has come to an end.

PART-IV

ELIGIBILITY OF BIDDER

1. Chartered Accountant firms having their office at Delhi & NCR region may send their proposals for appointment as Tax Consultant.
2. **The bidder must satisfy the following conditions:**
 - (a) Bidder must have minimum five (5) partners not below the FCA. The profile of each member need to be provided along-with Form "A". No manpower will be considered below the qualification mentioned above.
 - (b) Bidder must have minimum experience of 10 year in the in the field of consultancy provided to Government/Ministry/Department/PSUs/Autonomous Body in the field of Taxation (enclosed documentary evidence). Out of which bidder must have been awarded at least two consultancy contracts for the value of Rs. 2.00 lac or above by any Central Government/Autonomous Body/ Ministries/ Departments/ PSU's in the last two financial years i.e. till 31.03.2016. Copy of PO/WO/Contract etc. need to be enclosed as documentary evidence.
3. Minimum Receipts/Turnover of Rs. 3.00 crore in each financial year i.e. from FY 2013-14 to 2015-16. **Copy of Audit report and financial statements of the firm along with schedules of each financial year must be enclosed.**
4. Bidder shall not be blacklisted from any Government /Ministry/ Department/ PSU/ Autonomous Body of Central or State Govt.

Declaration must be provided as per Part-VII of RFP document.
5. **The following documents (self attested) are also required to be submitted along with proposal.**
 - a. Service Tax Registration (Undertaking must be submitted if not applicable duly specifying reason thereof).
 - b. PAN of bidder.
 - c. Copy of Registration with ICAI.

Note: Necessary supporting documents need to be enclosed.

PART-V

FORM - A

PROFESSIONAL BID

1. (a) Name of the Bidder :
- (b) Postal Address :
- (i) Telephone No. :
- (ii) E-mail. :
2. Date of its Establishment :
3. Name & Qualification of Partners :
4. Experience of Firm :
5. Turnover of bidder in last three Financial years : 2013-14:
2014-15:
2015-16:
(Copy of Audit report and Financial Statements along with schedules must be enclosed with proposal)
6. PAN (Copy enclosed) :
7. Service Tax No. (Copy enclosed) :
8. Registration no. (Copy enclosed) :
9. Any other information :

I.....(designation).....of (Name of the firm).....
.....hereby declare that I have examine Instruction, Term & Conditions and scope of work of the bid documents and accepted the same.

Authorized Signatory

OFFICE SEAL

Date: _____

Place: _____

PART-VI

FORM - B

FINANCIAL BID

[L1 will be work out on the basis of amount in Rs. mention at Sl. No 3 (Total) below]

1. Service charges towards annual retainer ship :
Fee
2. Taxes, if any :
3. Total :

Authorized Signatory

OFFICE SEAL

Date: _____

Place: _____

(To be submitted on letter head of bidder)

PART-VII

DECLARATION

We declare and confirm that (i) we have not been blacklisted or deregistered by any Central/ State Government department or public sector undertaking or autonomous bodies 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 the 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 will be null and void.

We also declare that the data provided by STPI in support to their query will be used only for this purpose and it will not be shared/ accessed to any person/institution/firm/company/ corporation/ body etc. without the written consent of the STPI. We acknowledge the right of the 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