



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/Cost 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 Dated 8 th November 2017
2.	Scope of work/job	As per Part-II of the RFP document.
3.	Mode of RFP	Advertisement
4.	Issue of RFP document	RFP documents may either be obtained from STPI HQ at above given address on any working day between 1000 Hrs to 1700 Hrs or the same may be downloaded from web site www.stpi.in or www.eprocure.gov.in . Bidder has to pay the cost of RFP i.e. Rs.500/- through DD in favour of “Software Technology Parks of India” payable at “New Delhi” or may be through RTGS/NEFT as per following details. Account No. : 1098101101244 IFS Code : CNRB0001098 Bank Name : Canara Bank Bank Address : Parliament Street Branch, Delhi The copy of payment has to annex along with form A of the RFP document.
5.	Bid Submission	Two Bid System
6.	Earnest Money Deposit	Rs. 30000/- in the form of Demand Draft along with form A of the RFP document.
7.	Pre Bid Meeting	15 th November 2017 at 1200 Hrs
8.	Last date & Time for submission of proposal	22 nd November 2017, 1400Hrs
9.	Date & Time for opening of proposal	22 nd November 2017, 1600 Hrs
10.	Validity of proposal	90 Days from the last date of submission of proposal.

Interested Chartered/Cost Accountant Firms/Companies may submit their proposal latest by 22nd November 2017 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/Cost 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/Company is mentioned in Part-IV of the RFP document.

PART-II
Scope of Work

1. Bidder shall prepare the Computation of Taxable Income in Form 10B and file the annual return/revise return as per the provision of Income Tax Act, 1961.
2. Bidder shall prepare the Computation w.r.t Service Tax/ GST/ TDS and file the return/revise return as per the provision of respective Acts.
3. Bidder shall 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/GST Return/Revise GST Return as per the provision of Income Tax Act/ Finance Act/GST Act and any other provision of Government of India.
4. Bidder shall 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 shall 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. Bidder shall co-ordinate with Service Tax/GST Authorities for completion/filing of tax assessment/Appeal/enquiry for any assessment year in the Jurisdiction of Delhi NCR Region.
7. Bidder shall also coordinate with Service Tax/GST 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 notice issued to STPI in the jurisdiction of Delhi NCR Region.
9. Bidder shall submit appropriate reply to STPI for any notice issued to STPI across the country by any Tax Authority, other than jurisdiction of Delhi NCR Region.

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10. Bidder shall advise STPI for compilation of records/information required for submission of any reply to any Tax Authority.
 11. 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.
 12. Bidder has to co-ordinate with legal Counsel for all types of legal & other issues relating to Direct Tax & Indirect Taxes.
 13. Bidder shall provide its opinion to STPI for all the matters referred during the contract period having financial/taxation implications.
 14. 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.
 15. Bidder shall help STPI in tax planning/provisioning during the financial year and also advised on the investment proposal as and when required.
 16. Updating STPI on latest circulars/order/amendments in the taxation filed by forwarding the hard copies/soft copies.
 17. Bidder shall 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.
 18. Bidder has to provide necessary support, advice, assistance in relation to preparation of various documents required to be submitted with Direct & Indirect Tax Authorities.
 19. Consultancy on all matters raised by Direct and Indirect tax authorities across the STPI.
 20. Providing consultancy in respect of formation of separate entity or any other firm/ venture by STPI.
 21. Bidder shall visit to STPI twice in a month and submit the up-to-date compliance report for Authorities of STPI.

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22. 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 shall be for the period of 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. RFP documents may either be obtained from STPI HQ at above given address on any working day between 1000 Hrs to 1700 Hrs or the same may be downloaded from web site www.stpi.in or www.eprocure.gov.in. Bidder has to pay the cost of RFP i.e. Rs.500/- through DD in favour of “Software Technology Parks of India” payable at “New Delhi” or may be through RTGS/NEFT as per following details.

Account No. : 1098101101244

IFS Code : CNRB0001098

Bank Name : Canara Bank

Bank Address : Parliament Street Branch, Delhi

The copy of payment has to annex along with form A of the RFP document.

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 shall be returned within 30 days from the date of award of contract, without any interest thereon.
4. Successful bidder has to deposit 10% of total value of contract as Performance Security within 1 (one) week from the date of award of contract by way of demand draft drawn in favor of “Software Technology Parks of India”, payable at “New Delhi”, which will be returned after 30 days of the successful completion of the awarded job, without any interest. EMD of successful bidder will be adjusted against Performance Security, balance 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.

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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.
 8. Consolidated price should 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. The signed copy of RFP should be attached with Form ‘A’.
 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. Bidder may attend the Pre-Bid meeting. Bidder has to submit its queries through mail at least 24 hours before of the schedule of pre bid meeting. The mail may be sent to pn.saxena@stpi.in.

16. 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. Bidder not scored the minimum score as desired in 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.
17. 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.
18. Proposals once submitted shall not be allow to withdraw. 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.

19. Deliverables:

- a) The team leader who has been assigned the consultancy work of STPI by bidder, shall visit the STPI-HQ at least twice in the month. The consultancy team also has to visit STPI-HQ as and when required.

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- b) Bidder has to submit its opinion/reply/advise etc. within the timeline provided by STPI on case to case basis.
 - c) Bidder shall intimate STPI in writing 7 days prior to submission of any reply/document/information to any Tax Authority/Tribunal.
 - d) Bidder shall intimate in writing to STPI towards the each effective/non effective hearing on the same day.
 - e) 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.
 - f) Bidder shall perform all work as mentioned in Part-II of this RFP without any fail.

20. If STPI suffers any financial/legal loss due to non-compliance of bidder with any clause of this RFP, then STPI reserves the right to file a claim for recovery of loss from bidder. Such claims may be settled through Arbitration. DG, STPI will be the Competent Authority for appointment of the Sole Arbitrator.

21. Criteria for award of contract:

A. The bidder shall have to score at least 70 marks in Technical Score (St) as per “Evaluation and Selection Matrix” for being eligible for opening of commercial bid. The lowest evaluated financial bid shall be awarded the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

- $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the bid under consideration.
- The weights given to the Technical (T) and Financial (P) Bids are: T = 70%, and P = 30%
- Bid will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$$S = St \times T\% + Sf \times P\%.$$

Note:

The score given by the Evaluation Committee will stand final and no representation in this regard will be entertained and Department decision will be final and binding on all the bidders.

B. Commercial Bids of only those bidders will be opened who are technically qualified.

C. Contract will be awarded to highest scored bid i.e. as per point 21(A) above.

The decision of STPI in this regard shall be final and binding to the bidders.

22. 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. STPI will not release the further payment to bidder in case the awarded assignment is not completed in the stipulated time or in event of arising of any difference/dispute. In that case, STPI reserves the right to terminate the contract with or without arising any reason.

23. 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, if bidder fails to comply with any clause of this RFP. 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.

24. 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. STPI also reserves the right to banning its business with the bidder within STPI and same will also be apprised to the appropriate forums like ICAI/ICMAI etc.

25. 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.

26. 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 nonperformance 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/Cost 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 partners not below the FCA/FCMA. 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 experience 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 four financial years i.e. till 31.03.2017. Copy of PO/WO/Contract etc. need to be enclosed as documentary evidence.
3. Receipts/Turnover of Rs.3.5 crore in each financial year i.e. from FY 2014-15 to 2016-17. **Copy of financial statements of the firm/company of each financial year must be enclosed.** In case audited financial statements of bidder for FY 2016-17 not available, then self-certified financial statements may be provided.
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. GST 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.

6. Evaluation and Selection Matrix

The bidder shall have to score at least 60 marks in Technical Score (ST) as per following detail

Sl No.	Parameters	Evaluation Criteria	Max Mark
a)	Partners of the firm/company etc.	<ul style="list-style-type: none"> • Less than 5 partners : 0 marks. • Is equal to 5 partners : 10 marks • More than 5 partners : 20 marks 	20
b)	Experience of the bidder in the field of consultancy	<p>When experience of the bidder</p> <ul style="list-style-type: none"> • Less than 10 years : 0 marks • Is equal to 10 years : 10 marks • Is more than < 10 >12 years : 20 marks • Is more than < 12 years : 30 marks 	30
c)	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 four financial years i.e. till 31.03.2017	<ul style="list-style-type: none"> • Less than 2 consultancy contracts : 0 marks • 2 consultancy contracts : 10 marks • 3 consultancy contracts : 20 marks • more than 3 consultancy contracts : 30 marks 	30
d)	Turnover of Rs. 3.5 crore in each financial year i.e. from FY 2014-15 to 2016-17.	<ul style="list-style-type: none"> • Less than 5 crores : 0 marks. • Is equal to 5 crores : 10 marks • More than 5 crores : 20 marks 	20

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 : 2014-15:
2015-16:
2016-17:
(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 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

- 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