



## Software Technology Parks of India

Ministry of Electronics & Information Technology, Govt. of India

Weber STP – II Building, 2nd Floor, DN – 53, Salt Lake Electronics Complex, Sector – V,  
Bidhan Nagar, Kolkata – 700 091

Tel : 91 – 33 – 2367 3598 / 99, 2367 3798 / 99, Fax : 91 – 33 - 2367 3597

E-mail: kol.info@stpi.in, URL : <http://www.kol.stpi.in>

### **Request for Proposal of Appointment of Tax Consultant**

Software Technology Parks of India (STPI), Kolkata & its 04 Nos. Sub-Centers 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/KOL/PUR-1-II/VOL-2/2020/QTN - 140 Dated: 22.10.2020
2.	Scope of work	<i>Appointment as Tax Consultant of STPI. Detailed mentioned in this RFP document.</i>
3.	Mode of RFP	E -Tender (Online) on URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> In Two Bid System as follows: a) Technical Bid. b) Financial Bid.
4.	Issue of RFP document	The bidder can download RFP document from <a href="http://www.kol.stpi.in/">http://www.kol.stpi.in/</a> & <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
5.	<b>EMD (Through NEFT only)</b>	Rs. 5,000/- (Rupees Five Thousand Only). In favor of “Software Technology Parks of India” Payable at Kolkata.
6.	<b>Performance Security (Bank Guaranty)</b>	10% of contract value, in favor of “Software Technology Parks of India” Payable at Kolkata.
7.	Bank Account Details of STPI-Kolkata	Name of the Bank : Bank of India. Address: Plot No. Y6, Block – EP, Sector – V, Saltlake, Kolkata – 700 091,W.B. Account No. : 407110110005847. IFSC Code : BKID0004071. MICR Code : 700013101. Account Type : Savings.
8.	<b>Last Date &amp; Time for Online submission of proposal</b>	<b>16.11.2020, 03:00PM</b>
9.	<b>Date &amp; Time for opening of Technical Proposal</b>	<b>17.11.2020, 03:00PM</b>
10.	Validity of proposal	90 days from the date of opening of Online Proposal.

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## **SCOPE OF WORK**

1. Bidder shall prepare the Computation w.r.t GST / TDS and file the return/revise return as per the provision of respective Acts.
2. Bidder shall advise to STPI-Kolkata for any discrepancy/difficulty arises during filing of E-TDS Return/Revise E-TDS 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/ Govt. of West Bengal.
3. Bidder shall co-ordinate with Income Tax Authorities for issuance of order/appellate order/appeal effect etc. for any assessment year in the Jurisdiction of West Bengal Region.
4. Bidder shall co-ordinate with GST Authorities for completion/filing of tax assessment/Appeal/enquiry for any assessment year in the Jurisdiction of West Bengal Region.
5. Bidder shall also co-ordinate with GST Authorities for issuance of assessment order/appellate order/appeal effect etc. for any assessment year in the Jurisdiction of West Bengal Region.
6. Bidder must submit reply with Tax Authorities for any notice issued to STPI in the jurisdiction of West Bengal Region.
7. Bidder shall advise STPI-Kolkata for compilation of records/information required for submission of any reply to any Tax Authority.
8. Bidder shall intimate immediately in writing as well as through e-mail to STPI-Kolkata for each effective/non-effective appearance before Tax Authorities in the matter related to assessment/appeal/notice.
9. Bidder shall provide its opinion to STPI-Kolkata for all the matters referred during the contract period having financial/taxation implications.
10. Bidder has to advise STPI-Kolkata for future course of action consequent to assessment/re-assessment/rectification, other orders issued by Direct Tax & Indirect Tax authorities, Central/ State Govt.
11. Updating STPI-Kolkata on latest circulars/order/amendments in the taxation filed by forwarding the hard copies/soft copies.
12. Bidder has to provide necessary support, advice, assistance in relation to preparation of various documents required to be submitted with Direct & Indirect Tax Authorities, Central/ State Govt.
13. Bidder has to co-ordinate with legal Counsel for all types of legal & other issues relating to Direct Tax & Indirect Taxes, Central/ State Govt.
14. Consultancy on all matters raised by Direct and Indirect Tax Authorities, Central/ State Govt.
15. Bidder shall visit to STPI-Kolkata minimum twice in a month and submit the up-to-date compliance report to Authorities of STPI.

16. 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-Kolkata.

**GOODS & SERVICE TAX (GST):**

17. Verify the Statement / Ledgers in regard to GST paid and calculation/ adequacy of GST on input as well as on output services, GST collected on output services, GST payable under Reverse Charge, adjustment of GST on input service as per eligibility and GST payable on output services. Also verify its booking under appropriate GL A/c.
18. Verify that the invoices have been raised as per applicable provision under GST in r/o of output services / services covered under RCM.
19. Verify that Offices are taking Input Tax Credit as per applicable provision of GST Act / Rules at the time of making monthly payments with the appropriate authorities.
20. To verify that necessary accounting entries and payments to GST authorities have been made in time.
21. To facilitate in preparation of GST returns, checking & timely filing of Monthly/Quarterly/Annual GST returns as applicable with the concerned authorities and verification of reconciliation of GST return with the financial data available in GSTN.
22. To provide guidance in regard to correction of the data already incorporated in earlier GST return.
23. Facilitation in amendment of GST Registration required, if any and facilitate in any additional / new registration under GST provisions.
24. To provide guidance in regard to show-cause notice / order if any received from the service tax / GST authorities.
25. Confirmation in respect of the compliance of various circulars / instructions issued by various authorities/ Head Office in regard to GST from time to time.
26. Any other work / verification related to GST to be dealt with by STPI-Kolkata in compliance with the provisions of GST act and to advise & assist on all GST related issues.
27. To confirm that all the applicable provisions of GST Act are complied with and bills are raised within the prescribed time as per GST Act and the same are accounted for in books of accounts properly.
28. Facilitation in settlement of Audit Queries, if any raised by Internal Auditors / Statutory Auditors.
29. Computation of monthly GST liability and preparing the challans.

30. Computation of monthly GST credit and adjustments thereof.
31. Maintenance of the GST Credit register for input services used based on documents provided by the client.
32. Reconciling of the GST liability and GST Input account on regular basis.
33. Preparation and submission of the monthly/quarterly/ half-yearly returns in appropriate Form of GST.
34. Scrutinizing documents from time to time to ensure proper compliance.
35. Providing updates on statutory changes in GST related matters to the Client.
36. Causing appearance and making submissions in the course of assessments.
37. Providing monthly information of GST liability and GST credit as applicable to STPI.
38. Training the staff deputed by STPI on GST procedural matters.

## **INSTRUCTION FOR SUBMISSION OF PROPOSAL**

1. The initial period of contract will be for one year, which may be extended till the end of 3rd year on year to year basis on same terms & conditions and professional fees, subject to satisfactory completion of assignment. Satisfactory performance shall be primarily assessed based on quality and timeline of reporting. Further, based on the performance, extension/re-appointment letter shall be issued for the second and the third year.
2. RFP documents may be downloaded from website [www.kol.stpi.in](http://www.kol.stpi.in) or <https://eprocure.gov.in>. Bidder must submit Rs. 5,000/- towards Earnest Money Deposit (EMD) through NEFT only as per following details:

Name of the Bank : Bank of India.  
Address : Plot No. Y6, Block – EP, Sector – V, Saltlake,  
Kolkata – 700 091, W.B.  
Account No. : 407110110005847.  
IFSC Code : BKID0004071.  
MICR Code : 700013101.  
Account Type : Savings.

3. The EMD of successful bidder, will be returned/adjusted on submission of Performance Security. The EMD of unsuccessful bidder will be returned within 30 days from the date of award of contract, without any interest thereon.
4. Successful bidder must submit 10% of contract value as Performance Security through Bank Guarantee at this office **within 15 days of acceptance of the order**, failing which the EMD shall be forfeited. The Bank Guarantee should be valid for 15 months from the date of contract order. In case of extension of contract, the extended Bank Guarantee will also be required to submit. The Performance Security shall be kept for the contract period and the same shall be refunded on cession of contract without interest.
5. The bid must be submitted through Online on URL <https://eprocure.gov.in> along with the standard formats prescribed in the Tender documents displayed on said URL. **The following documents to be uploaded:**
  - a) Scanned copy of EMD details deposited through NEFT along with UTR number.
  - b) Tender Document with filled information with authorized signature & company stamp in each page must be uploaded.
  - c) Scanned copy of PAN number.

- d) Scanned copy of GST number.
  - e) Scanned copy of ICAI/ICMAI Registration number.
  - f) Scanned copy of Profile of the Bidder along with copies of certificate of registration issued by the Governing body/Institute and proof of residency of the bidder in KOLKATA.
  - g) Scanned copy of Audited Balance Sheet and Profit & Loss Account for the period 2016-17 to 2018-19 (03 Financial Year).
  - h) Scanned copy of Declarations that bidder is not blacklisted from any Government/Ministry/ Department/PSU as per the format given.
  - i) Scanned copy of Documentary evidence of minimum one consultancy contract with a value of 1.00 lakh or above in last four years i.e. till 31.03.2020 in any Government/Autonomous Body/Ministries/Departments/PSU's.
6. Consolidated price may quote in Financial Bid format as given. No additional fees/ Charges will be considered by STPI for payment, other than professional fees.
7. All prices should be quoted in Indian Rupees (INR).
8. No claim of TA/DA, conveyance, boarding & lodging will be considered by STPI before, during and after the contract period.
9. STPI will pay the consolidated fees as per the Financial Bid of the RFP document to Successful bidder as per the terms of Payment mentioned in the RFP document.
10. 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 Bidder Details.
11. **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) Proposals submitted without EMD of Rs. 5,000/-will be summarily rejected.

- d) The professionals will have to upload the entire requisite document as specified in this tender document, failing which, the proposal is liable to be rejected.
- e) **The proposals received through Fax/mail /by hand/ post/ courier will not be considered/ accepted.**

12. 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.

13. Proposals once submitted shall not be allowed 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/suspended.

**14. Deliverables:**

- a) Bidder must submit its opinion/reply/advise etc. within the timeline provided by STPI on case to case basis.
- b) Bidder shall intimate STPI in writing 7 days prior to submission of any reply/document/information to any Tax Authority/Tribunal.
- c) Bidder shall submit its strategy/methodology in writing to STPI within three weeks from award of contract, for taking up the ongoing/upcoming Assessments/Appeals with any Tax Authority/Tribunal.
- d) Bidder shall perform all work as mentioned in the Scope of Work without any fail.

15. 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. STPI will be Competent for appointment of the Sole Arbitrator.

**16. Payment Term:**

Payment will be released to successful bidder on periodically on submission of original 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., if any. 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.



**17. 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.

**18. 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.

**19. 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, min writing. Further, STPI reserves the right to revise/change the schedule of delivery.

**20. 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, STPI will be Competent for appointment of the Sole Arbitrator.

**21. 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.

## **ELIGIBILITY CRITERIA**

1. Consultant should be a Chartered / Cost Accountant Firm having at least Five years' experience in providing services in regard to Direct Tax and Indirect Tax.
2. Bidder must have partners not below the FCA/FCMA. The manpower below the qualification mentioned above will not be considered. Consultant should have minimum three numbers of partners, minimum ten numbers of paid assistants (semi qualified/ qualified) and other employed staff.
3. Bidder must have experience in the in the field of consultancy provided to any Government/Ministry/Department/PSUs/Autonomous Body. Out of which bidder must have been awarded at least one (01) consultancy contracts in the field of Taxation for the value of Rs. 1.00 lakh or above by any Government/Autonomous Body/Ministries/Departments/PSU's in the last four financial years i.e. till 31.03.2020. Consultant should be presently handling GST related work in at least one any Government/Autonomous Body/Ministries/Departments/PSU's. Copy of PO/WO/Contract etc. need to be uploaded as documentary evidence.
4. Receipts/Turnover of Rs. 1.00 crore in each financial year i.e. from F.Y. 2016-17 to 2018-19. Copy of Audited Balance Sheet and Profit & Loss Account of the firm of each financial year must be enclosed.
5. Bidder shall not be blacklisted from any Government/Ministry/Department/ PSU/Autonomous Body of Central or State Govt.
6. Consultant should have local office at Kolkata (West Bengal).
7. **The following documents (self-attested) are also required to be uploaded 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 / ICAI.
8. While evaluating the technical bid, consultant's capacity to perform the assignment work would be assessed and inspection of their office may also be carried out so as to establish the fact that the consultant has proper local office.

## **GENERAL TERMS & CONDITIONS**

1. The Consultant is expected to undertake the review for each month's transactions in the first week of succeeding month and submit a report in prescribed format duly addressed to STPI-Kolkata Office by 3<sup>rd</sup> of every month.
2. STPI-Kolkata has the right to replace Consultants, if it is found that the performance, reporting / verification are not of required standard.
3. Any modification in offer after the last date of submission will not be considered.
4. Offers received late will not be considered. STPI-Kolkata Office will not be responsible for any postal delay or any delay whatsoever.
5. STPI-Kolkata Office reserves the right to accept or reject any or all offers without assigning any reason.
6. In case any information/ clarification is required in respect of Tender, the bidder may contact over phone (033-2367 3598/99) during working days (Monday to Friday between 11:00 am. to 5:00 p.m.) at STPI-Kolkata, Account Section only upto the last date of the tender submission closing hour at 12:00PM.
7. The offer/ quotation should include the firm's detailed profile including the firm's name, address, date of establishment, detailed profile of partners and brief details of paid CA's associates/support staff, clientele (PSUs, Banks, Other Companies) experience in handling work of PSUs along with supporting documents.
8. The Financial Bid of only technically qualified bidder shall be opened and will be intimated later through online.
9. Bidders shall be required to issue tax invoice in accordance with GST Act and / or Rules so that input credit can be availed by STPI. In the event that the Contractor/ vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST invoicing Rules thereunder, STPI shall not be liable to make any payment on account of GST against such invoice.
10. The quoted price shall be inclusive of all taxes except "Goods and Services Tax" (hereinafter called GST) i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
11. The bidder to ensure the deposition of GST liability and return filing as per the schedule dates and in case of any lapse on the part of bidder in regard to non-uploading/incorrect uploading of invoice particulars on GST Portal, in case of any non-allowance of GST input Credit to STPI and interest or penalty, if any levied on STPI due to any of the above then same will be recovered from the supplier/ service provider.
12. Payment(s) will be made by NEFT system upon receipt of bill/invoice favoring the operator's bank account. The applicable taxes shall be adjusted from the payment as per Income Tax Act and GST Act.

**BIDDER DETAILS**

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 : 2016-17: .....  
2017-18: .....  
2018-19: .....  
(Copy of Audited Balance Sheet and Profit & Loss Account must be uploaded 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 Request for Proposal and accepted the same.

\_\_\_\_\_  
**Authorized Signatory**

**OFFICE SEAL**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Specimen Format for Financial Bid (BOQ)**

Validate

Print

Help

[Financial Rate BoQ](#)

Tender Inviting Authority: Director, West Bengal, STPI-Kolkata

Name of Work: Request for Proposal of Appointment of Tax Consultant

Contract No: STPI/KOL/PUR-1-II/VOL-2/2020/QTN - 140 , Dated: 22.10.2020

Name of the  
Bidder/  
Bidding Firm /  
Company :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Applicable Tax amount In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1.01	Total Fee of Tax Consultant			0.00	0.00	INR Zero Only
<b>Total in Figures</b>				<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

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**Authorized Signatory****OFFICE SEAL****Date:** \_\_\_\_\_**Place:** \_\_\_\_\_

**(To be uploaded on Bidder Letter Head)**

**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.

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Authorized Signatory with Seal

**EMD FORWARDING LETTER**

**To**  
**Director (West Bengal),**  
**Software Technology Parks of India**  
**Webel STP-II Building, 2<sup>nd</sup> Floor, Block-DN,**  
**Plot-53, Sec-V, Saltlake, Kolkata - 700091.**

**From**  
**(Name & Address of the Bidder)**  
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**Sub: Earnest Money Deposit for NIT no.: STPI/KOL/PUR-1-II/VOL-2/2020/QTN - 140, Dated: 22.10.2020**

Dear Sir,

We, M/s \_\_\_\_\_, having read and examined in detail the bid documents and amendments for "Request for Proposal of Appointment of Tax Consultant".

We, M/s. \_\_\_\_\_ hereby inform that:

1. EMD of Rs. \_\_\_\_\_ (Rupees.....) has been transferred through NEFT.

- a. Transaction Details: \_\_\_\_\_
- b. Amount: \_\_\_\_\_
- c. Dated: \_\_\_\_\_

We, M/s. \_\_\_\_\_ having read and understand the general terms & conditions towards forfeit of EMD.

**Vendor details (for EMD return purpose):**

- a. Name of the company :
- b. Name of Bank :
- c. Account Number :
- d. Branch Name :
- e. Branch Address :
- f. IFSC code :

Yours Sincerely, Signature & Seal of bidder

**BANK GUARANTEE FORMAT (PERFORMANCE SECURITY)**

To  
Software Technology Parks of India  
Kolkata

In consideration of.....(hereinafter called the “BUYER”) having placed an order with M/s.....(hereinafter called the “SELLER”) vide order No. ....(herein after called the “CONTRACT” which expression shall include all amendments, modifications and or variations thereto, as mutually agreed upon between the buyer and the seller) for “Request for Proposal of Appointment of Tax Consultant” (vide **NIT No. STPI/KOL/PUR-1-II/VOL-2/2020/QTN - 140, Dated: 22.10.2020**) and pursuant to order terms and the seller being agreed to furnish the Buyer a Bank Guarantee of Rs. /- (Rupees only) for fulfilment of contractual obligations as specified in the said contract.

We, .....(hereinafter referred to as the “BANK”) do hereby agree to pay without any demur to the Buyer on first demand an amount not exceeding Rs.....(Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Buyer by reason of non-fulfilment of the performance guarantees by the Seller .

We,..... the Bank further agree that if the seller fails to fulfil the performance mentioned above we undertake to indemnify and keep the buyer indemnified against any loss, damage or expenses incurred by the Buyer.

We..... the Bank further agree that the buyer shall be sole judge whether the said seller has committed any breach or breaches of any of the terms and conditions and the extent of loss, damage, cost charges and expenses suffered or incurred or would be suffered or incurred by the Buyer on account thereof.

Any demand so made on the Bank shall be conclusive as regards the amount due and payable by the bank under the Guarantee.

We,..... the Bank further agree that the Guarantee herein contained shall remain in force and continue to have full effect until the performance guarantee and guarantee tests under clauses of the said contract are carried out, but not beyond .....

We .....the Bank further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extent time of performance by the said Seller from time to time and to forebear or enforce any of 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 Seller or for any forbearance , act or omission on the part of the Buyer or any indulgence by the Buyer to the said Seller or by any such matters or things whatsoever which under the law relating to sureties would but for the provision have effect of so relieving us.



We.....the Bank further undertake not to revoke this guarantee during its currency except with the previous consent in writing from the Buyer.

Notwithstanding anything hereinbefore contained, our liability under this guarantee is restricted to Rs. ....(Rupees.....on ly).

Our Guarantee shall remain in force till ..... Unless an action to enforce a claim under this guarantee is filed against us within the aforesaid date, all rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities there under, immediately after its validity has expired, this document is to be returned.

Dated this..... of..... in the year of .....

Authorized Signatory

## **Instruction for online bid submission**

As per the directions of the Department of Expenditure this tender document has been published on the CPP Portal (<http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid digital signature certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in>.

### **Registration:**

Bidders are required to enroll on the e-procurement module of the CPP Portal <http://eprocure.gov.in> by clicking on the link “click here to enroll”. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

Bidders are advised to register their valid e mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or class III certificates with signing key usage) issued by any certifying authority recognised by CCA India (eg: SIFY/TCS/nCode/ eMudhra etc.) with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidders then log into the site through the secured login by entering their user ID/password and the password of the DSCs/e token.

### **Searching for tender documents:**

There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value etc. There is also an option of advance search for tenders, wherein the bidders may combine a number of such parameters mentioned above to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective “My tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique tender ID assigned to each tender, in case they want to obtain any clarification /help.

### **Preparation of Bids:**

1. Bidder should take into account any corrigendum published on the tender document before uploading their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and contents of each of the document that need to be uploaded. Any deviations from these may lead to rejection of bid.
3. Bidder in advance, should get ready the bid documents to be uploaded as indicated in the tender document/schedule and generally, they can be in PDF/XLS formats. Bid documents may be scanned with 100 dpi with black and white option.

4. To avoid the time and effort required in uploading the same set of standard documents which are to be submitted as a part of every bid, a provision of uploading such standard documents (eg; PAN card copy, Annual Reports, Auditors certificate etc.,) has been provided to the bidders. Bidders can use “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **Submission of Bids:**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “online” to pay the EMD as applicable and enter details of the instrument.
4. Bidder should deposit the required EMD in the form of NEFT only as per the instructions specified in the tender document. The copy of the NEFT transaction slip must be uploaded. Otherwise the uploaded bid will be rejected.
5. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidder’s dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.