



INDIAN INSTITUTE OF TECHNOLOGY KANPUR
GT ROAD, KALYANPUR, KANPUR – 208 016
UTTAR PRADESH, INDIA

TENDER REFERENCE NO.: IITK/F&A/GST/2021-22/001

BID SUBMISSION END DATE- 05.10.2021

TENDER DOCUMENTS

For

**APPOINTMENT OF GST CONSULTANT AND PREPARATION
& FILING OF MONTHLY GST RETURNS OF ALL
VERTICALS OF THE INSTITUTE FOR THE PERIOD
(01.10.2021 - 31.03.2022)**

BID DOCUMENT

The Indian Institute of Technology Kanpur (“the IITK”) invites Bids (“Bids”) from eligible, qualified and capable firms for rendering of “the Service” and provision of associated services (“Ancillary Services”) according to the requirements as defined in the Tender document.

Name of Work	“Appointment of GST consultant and preparation & filing of monthly GST returns of all verticals (5) of the institute for the period 01.10.2021-31.03.2022” Extendable upto 2 more years (i.e., for F.Y 2022-23 & 2023-24)
Date of Publishing	23.09.2021 (16:00 hrs)
Clarification Start Date and Time	24.09.2021 (16:00 hrs)
Clarification End Date and Time	28.09.2021 (16:00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	23.09.2021 (16:00 hrs)
Last Date and time of submission of Bids	05.10.2021 (16:00 hrs)
Date and time of opening of Technical Bids	06.10.2021 (11:00 hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website:
<https://www.iitk.ac.in/new/tenders-notice>

(A)
INSTRUCTION TO BIDDERS

1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed tender documents may be downloaded from <https://www.iitk.ac.in/new/tenders-notice> till the last date of submission of tender.
- b. The bidder should submit the bid in two parts viz. Technical Bid and Financial Bid. Technical Bid should be provided in cover-1, titled as Technical Bid and Financial Bid should be provided in cover-2, titled as Financial Bid. Both the covers must be sealed and kept in main cover with following details mentioned on it:

Tender Reference No.: IITK/F&A/GST/2021-22/001

Appointment of GST consultant and preparation & filing of monthly GST returns of all verticals (5) of the institute for period ended 01.10.2021 - 31.03.2022

2. SUBMISSION OF THE BID

All interested and eligible bidders are requested to drop their bids in Finance & Accounts Section, Faculty Building, IIT Kanpur as per the criteria given in this document.

3. TECHNICAL BID

Signed copies of following documents must be provided in Cover 1 marked as Technical Bid

List of Documents to be signed and placed under Cover-1 within the period of bid submission:

- (i) Signed copy of Bank details.
- (ii) Signed copy of work experience.
- (iii) Signed copy of certificate of GST, PAN.
- (iv) Signed copy of firm registration certificate issued by ICAI as on 01.01.2021
- (v) Signed copy of work completion certificate/ PO as mentioned under Appendix 2-3.
- (vi) Signed copy of any other document(s) mentioned in tender document.
- (vii) Signed copy of audited financial statements of the firm for last 3 financial years i.e., 2017-18 to 2019-20

NOTE - No indication of the rates/amounts be made in any of the documents submitted with the Technical Bid cover.

4. FINANCIAL BID

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender

document. The financial bids should be submitted in cover 2 titled Financial Bid and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

- c. The Financial Proposal should include of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws.

5. LAST DATE FOR SUBMISSION OF TENDER:

- a. Bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

6. BID VALIDITY

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. REJECTION OF THE BID:

The bid submitted shall become invalid if: -

- a. The bidder is found ineligible.
- b. The bidder does not submit all the documents as stipulated in the bid document.

9. SELECTION CRITERIA:

Phase-I: Technical Evaluation

Technical evaluation will be done on the basis of information given by technical bid submitted by the bidders. Bid containing partial, incomplete, uncleared and superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant document. Discrepancy in relevant supporting document and technical compliance sheet shall lead to rejection of technical bids.

Phase-II

- a.** Financial bids of technically qualified bidders shall be opened.
- b.** Financial evaluation is purely done on the total financial implication.
- c.** Any superfluous, unreasonable assets rate quotes will be summarily rejected.

10. Late Delivery:

Not Applicable in case of Service Contract.

(B)
COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and Services / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions.
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods/ Service shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimize possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract "Services" means all kind of services Consultancy/Non-Consultancy under the contract;
- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
- i. "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and

- j. "Place(s) of Delivery/Execution" means the location(s) or place(s) where the Goods/Services are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

2. CONCLUSION OF THE CONTRACT

- 2.1. The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of execution of the services.
- 2.2. The Contract shall be concluded upon the Contractor duly following the countersigning.

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

4. DELIVERY AND TAKE OVER OF SERVICES

The firm shall provide services at IIT Kanpur. On behalf of the IITK, a duly authorized representative(s), shall monitor and/ or receive services. Takeover of services by the IITK shall not to be deemed acceptance of the service by IITK. The timelines of delivery as specified in the contract/ PO with the scope of work specified shall be strictly adhered to, and time shall be of the essence.

5. QUALITY OF SERVICE

- 5.1 The contractor must ensure that services provided are:
 - a. Of the quality, quantity and description as required by the contract/ PO;
 - b. Free from any right or claim of the third party, including rights based on industrial property or other intellectual property;
 - c. Shall not indulge in any activities which may go contrary to the interests of the Institute after collecting the information from various sources of the Institute and its units.

6. INSPECTION AND ACCEPTANCE

- 6.1 The duly authorized representative(s) of the IITK shall have the right, before payment, to inspect the Services received. The Firm shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Firm, including specifications of the Services.

- 6.2 Upon delivery and inspection of the Services, the IITK shall inspect the Services as soon as possible and complete the Services Receiving Document. Should any Services fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Services. The Firm shall, at no cost to the IITK, replace the rejected Services or, alternatively, rectify the non- conformity.
- 6.3 In the case of Services ordered on the basis of specifications, the IITK shall have the right to reject the Services or any part thereof and terminate the Contract if the Services do not conform to the specifications. Nothing in this clause shall in any way release the Firm from any warranty or other obligations under the Contract

7. PRICE

The price of the Goods/Services shall be as stated in the Purchase Order and may not be increased.

8. PAYMENT

- 8.1 Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within Thirty (30) Days after the submission of Invoice on quarterly basis.
- 8.2 All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods/services delivered. The currency of invoice and payment shall be in INR. Unless otherwise authorized by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO.
- 8.3 Payments shall be made in INR and paid directly into the nominated bank account.
- 8.4 The IITK shall not pay any charge for late payments.

9. OBSERVANCE OF LAW AND LICENSES

- 9.1 The Firm shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If any license or any other governmental authorization is required for the Services, it shall be the obligation of the Firm to obtain such license or governmental authorization. In the event of the Firm's failure to obtain such license or authorization within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.
- 9.2 Where such errors, irregularities or fraud are attributable to the Firm, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India,

resulting from an act or an omission that causes or might cause a financial loss

10. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

11. WARRANTY

- 11.1 The Firm warrants that the Services furnished under the Contract shall conform to the technical specifications, description and standards specified in the Contract, and shall be free from any defects and deficiencies.
- 11.2 The Firm shall continue to remain responsible for the accuracy and quality of the Services provided for a period of two years from the date of acceptance of the Services by the IITK, unless the law mandated period is longer in which case the longer period shall apply.
- 11.3 Should any portion of the Services, at any time, not comply with clause 5.1 herein or otherwise prove to be deficient and / or defective, the Firm shall, upon written notification from the IITK, make good / replace that portion of the Services and bear all costs associated with the making good / replacement of same

12. DELIVERY OF SERVICES

- 12.1 The Services shall be provided in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the law, Government of India (GOI) and the Comptroller and Auditor General (CAG) of India.
- 12.2 The Firm shall provide copy of returns filed and other relevant working papers in soft (excel as well as pdf) and hard copy (3 sets). All pages of the hard copy sets shall bear the signature with date and seal of the Firm.
- 12.3 A full copy set of all working sheets relating to calculation of ITC availed and not availed along with calculation of tax liability shall also be handed over to the IITK along with the monthly/ quarterly and annual returns.

13. DEFAULT AND DAMAGES

- 13.1 If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a. Provide all or any of the Goods/services under the Purchase Order;
 - b. comply with any or all of the terms and conditions set out in the Purchase Order; or

- c. Provide any or all of the Services under the Purchase Order on or before the Delivery Date;
The IITK may hold the Contractor in default under the Purchase Order.
- 13.2 When the Firm is thus in default, the IITK may, by written notice to the Firm, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Firm is in default.
- 13.3 Alternatively to clause 13 when the Firm is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Firm to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Firm.
- 13.4 The IITK may, at its discretion, impose penalties upon the Firm calculated in accordance with clause 14 for each week the Firm is late in delivering the Services past the Delivery Date initially specified in the Purchase Order.
- 13.5 If the Firm does not remedy its default within the period of time as communicated, the IITK may, by written notice to the Firm, terminate the Purchase Order with immediate effect.
- 13.6 Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Firm is in default, the IITK may engage another firm to deliver the Services and recover any difference in price and any additional costs from the Firm.
- 13.7 The Firm shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Firm's default, including those resulting from engaging another firm pursuant to this clause 13.

14 PENALTIES

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to zero point five percent (0.5%) of the total Purchase Order price for each week following the initial Delivery/Service Date specified in the Purchase Order but shall not amount to more than twenty five percent (25%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

15 DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Firm delays at any point of time in the delivery of the Services or fulfilment of any other of the Firm's obligations by any act or omission of the IITK, or by any of its officials, or by any separate firm(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Services, or the Place(s) of Delivery, or any causes beyond the Firm's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Services, or fulfilment of any other of the Firm's applicable obligations shall be extended for such reasonable period of time as the IITK and the Firm mutually determine. The set reasonable period of time and any

amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Firm.

16 FORCE MAJEURE

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

17 INDEMNITY

- 17.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- 17.2 Clause 17 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

18 ASSIGNMENT

- 18.1 The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.
- 18.2 The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.
- 18.3 The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

19 INSOLVENCY AND BANKRUPTCY

- 19.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- 19.2 Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it,

terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

20 TERMINATION

The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

21 WAIVER

A waiver of any breach of or default under the Contract/ PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract/ PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

22 ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

23 DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

24 NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a. for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- b. for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

25 STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

26 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

27 SETTLEMENT OF DISPUTES

27.1 The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

27.2 If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK, who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

27.3 All disputes are subject to jurisdiction of Kanpur courts.

28 PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

29 AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

30 VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

31 ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

32 GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

Tender document

Sealed quotations are invited from the reputed Chartered Accountant Firms by undersigned, for **“Providing GST Consultancy, preparation and filing of monthly GST returns of all 5 verticals of the Institute for the period 01.10.2021 - 31.03.2022” extendable upto 2 more years (i.e., for F.Y 2022-23 & 2023-24).**

The quotation should be physically submitted on or before 16:00 hrs, 05.10.2021 in drop box at Central Stores and Purchase Section.

Enquiry No. : **IITK/F&A/GST/2021-22/001**
Description of item : **“Appointment of GST consultant and preparation & filing of monthly GST returns of all verticals (5) of the institute for the period 01.10.2021 - 31.03.2022”**

Bid publishing date : 23.09.2021
Bid submission closing date : 16:00 hrs, 05.10.2021
Bid opening date : 11:00 hrs, 06.10.2021

Details of required Items

Sl. No.	Specifications	Quantity In No.
1	Preparation and filing of monthly GST returns for all 5 verticals of the Institute for the period 01.10.2021 - 31.03.2022	As statutorily required or as amended from time to time

General Instruction to the Bidder

1. Bidder should sign and seal properly every paper of tender documents as a token of acceptance.
2. Bidder should quote rate only in format provided in Appendix 5. Rates should be in Rupees.
3. Security money @ 3% of the Contract value must be deposited in the form of DD/FDR in favor of "Registrar IIT Kanpur" of Nationalize bank/Reputed Bank payable at Kanpur or electronic transfer to A/C no.10426002137 State Bank of India. IIT Kanpur, IFSC code: SBIN0001161 by the bidder within 15 days of issue of LOI to the lowest bidder; followed by execution of the Contract on a Rs. 100/- non judicial stamp paper mentioning about the agreement to be made which shall include all the terms and conditions mentioned in the tender document. The Contractor has to sign on each and every page along with his official seal while the Institute shall sign as the other party.
4. Bidder should submit self-attested credentials in support of qualifications.

Pre-qualification:

1. Firm must be registered a chartered accountancy firm located at Kanpur having continuous experience of minimum 10 years supported by a certificate issued by the Institute of Chartered Accountants of India to that effect.
2. Firm must have head office situated at Kanpur, those firms who have their Head offices situated in any other district within UP shall also be considered subject to, it has an office in Kanpur (must be evident from Firm registration certificate issued by ICAI).
3. The bidder must have a minimum of 10 years proven experience in the field of Indirect Taxation including representation before CESTAT. The firm should have provided similar services to any government establishment/ public sector undertaking/ autonomous body/ educational institute of repute (having aggregate turnover of 100 crore and above).
In support of mentioned experience, a list of the clients (please refer to Appendix 3), copies of Work / Purchase Orders received (for appearing before CESTAT on behalf of client PO/work order and copy of judgement), and certificate of satisfactory completion of the assignment(s) are to be enclosed. Preference shall be given to those firms who have provided/ or providing similar services to reputed educational institutes/ autonomous bodies that are funded from Central Government, State Government or their agencies like IITs, NIITs, IIMs and other state level universities.
4. The bidder should have qualified human resources for executing the services successfully. The bidder should enclose a list of the numbers of fellow and associates partners with their name, designation, qualifications/ certificates, number of years with the firm, and present place of posting. A brief profile of firm along with one-page resume each of the employees/ fellows/ partners who will be specifically assigned to the contract with IITK should also be enclosed.
5. The bidder should be competent to comply with all legal obligations in connection with the contract without letting or sub contacting the service.

6. Average annual financial turnover of the bidder should be Rs.50 (Fifty) lakhs or above during the preceding 3 (three) years i.e., 2017-18, 2018-19 and 2019-20. Certified copies of audited financial statements for these years should be enclosed.
7. The bidder must have registered under the Goods & Services Tax (GST) Act and Income Tax Act. Certified copies of PAN, GST registration certificate should be enclosed.

Terms & Conditions of the quotations are as under:

1. Enquiry may be sent to email id aditygpt@iitk.ac.in.
2. The Bid should be submitted as per the instruction given in tender document.
3. The Services mentioned in enquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
4. Other charges, duty, taxes should be clearly mentioned.
5. The rates offered should be exclusive or inclusive taxes. The rates applicable should clearly be specified.
6. Quotation should have validity of at least 90 days from the date of opening.
7. The rates quoted should be in metric units/Nos, otherwise your quotation is liable to be ignored.
8. The right to reject all or any of the quotations and to split up the requirements or relax any or all of the above conditions without assigning any reason is reserved.
9. The bidder should not have been convicted by a Court of Law or indicted by a regulatory authority for any offence against it, should not have been blacklisted due to default in the performance of contract for any purposes and should not have any investigation pending against it or against the Principal Officer of the bidder.
10. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform IIT Kanpur, detailing the conflict in writing as an attachment to this Bid.
11. **Filling up the 'Tender acceptance letter' on company letter head is mandatory.**
12. Bidder should submit **(With COVER I)** details of Bank Account for the electronic transfer of Payment/Refund of the Security Money, well typed in letter head of the firm with signature and seal of authorized person.
13. Any dispute is subject to Kanpur jurisdiction.

Scope of work:

The contract is essentially for providing services as mentioned below:

1. Providing consultancy and support on GST matters as and when required by the institute or on suo-moto.
2. Preparation and filing of monthly GST returns (it shall also include calculation of eligible and ineligible ITC). The bidder shall collect the information required for preparation of returns from each GST verticals of the Institute for timely submission of GST returns, as prescribed under Law and as amended from

time to time, for the period 01.10.2021 – 31.03.2022 and for extended period of PO, of all 5 verticals of the Institute which are given below:

- a. Institute main account (Account – I)
 - b. Project Account & R&D (Account – II)
 - c. Dean of Students' Affair (DoSA)
 - d. JEE Account
 - e. GATE/JAM Account
3. Assist IIT Kanpur in internal and statutory audit compliances or any matter related to GST of the Institute before any tax authority.

In future, if there is any change in number of verticals of the Institute due to administrative/ accounting/ statutory requirements or as a policy matter, contractor shall also abide by that.

Delivery terms:

The services mentioned above must be completed till the timeline mentioned below:

Service # 1 – at the earliest whenever any opinion is sought.

Service # 2– within due dates as prescribed in Acts and as amended from time to time.

Service # 3 - within the specified date as and when needed by the Institute.

Payment terms:

1. IITK shall make payment on quarterly basis within thirty (30) Days of the later of:
 - a. Filing of returns and receipt of satisfactory report from each verticals
 - b. Receipt of original invoice.
2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorized by the IITK, a separate invoice shall be submitted for each service under the Contract/ PO. Subject to Clause 11 of Section V ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
3. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
4. The IITK shall not pay any charge for late payments.

Penalties

If, in accordance with clause 12 of Section C – Commercial terms & conditions, the IITK imposes penalties on the Firm, such penalties shall amount to zero point five percent (0.5%) of the Purchase Order price applicable to the delayed service, for each Day following the initial Delivery Date specified in the Purchase Order but shall not amount to more than twenty five percent (25%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Firm.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as
per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions mentioned in tender document(s)/ corrigendum(s) in its totality/ entirety.

5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I/ We certify that all information furnished by our Firm is true & correct and that in the event, the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

QUALIFICATION INFORMATION FORM (BIDDER TO SIGN WITH THE DATE AND PUT HIS SEAL ON THIS FORM)

General Information

1. Name of Bidder:			
2. Street Address:			
3. P.O. box and mailing address:	Postal Code:	City:	Country:
4. Telephone No.:			
5. Fax Number:			
6. Email Address:			
7. www Domain:			
8a. Contract Name:			
8b. Contract Title:			
9. Parent Company, if any (Full legal name)			
10. Principal subsidiaries, associates and/ or representative(s), if any and relevant to the services:			
11. Corporate Seal:			
12. Type of Business:			
13. year Established:			
14. number of staff employed:			
15. Bank Account details (Bank name, branch and address, Account number and IFSC code)			

Financial information

Turnover of last three financial years of the bidder			
Year	Net Worth (In Rs. at end of the period)	Revenue (In Rs.)	Net profit (In Rs.)
2017-2018			
2018-2019			
2019-2020			

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**

Details of Work Experience
(To be given on Company Letter Head)

Name of the Bidder: _____

Sr no .	Client Name & locati on	Contract Descrip tion (Work Assigne d)	Contract Value (In Rs.)	Contract start date	Contract end date	Whether contract successfu lly complete d (Yes/ No)	Name, Address, telephone no. of the officer to whom reference may be made

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Bid Security Declaration
(To be given on Company Letter Head)

Date: _____

To,
The Assistant Registrar
Central Stores
IIT Kanpur-208016

Sub: Certificate for bid security declaration

Tender Reference No : _____

Name of Tender / Work: -

"I/We have read the clause regarding Bid Security Declaration/Earnest Money Deposit and I/We are fully aware that if I/We withdraw or modify the bid during the period of validity I may be suspended for a period of 3 years."

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Financial Bid
(To be given on Company Letter Head)

Date: _____

To,
The Assistant Registrar
Central Stores
IIT Kanpur-208016

Sub: Financial Bid

Sr. No.	Nature of Service	Rate/ month (excl. Tax)	GST	Total Amount (In Rs.)	Total Amount (In Words)
1	2	3	4	5 = 3 x 4	6
01	Preparation and filing of monthly GST returns of all verticals of Institute				