



Request for Proposal (RFP)  
For  
Appointment of GST Consultant

November 2019

Tender Ref. No. ASTC/HO/Accounts/GST/8/0662/5283

Dated 15<sup>th</sup> November 2019

Issued by

Assam State Transport Corporation (ASTC)

Government of Assam

Paltan Bazaar Guwahati, Assam – 781008

## DISCLAIMER

This RFP is being issued by Assam State Transport Corporation (hereunder called “ASTC” or the “Purchaser”) for inviting bids for selection of GST Consultant for preparation, filing, reconciliation of GST Returns & compliances for ASTC on such terms and conditions as set out in this RFP document.

The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ASTC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by ASTC to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidder(s) with information that may be useful to them in making their technical proposals and financial offers pursuant to this RFP (the “Bid”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by ASTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ASTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ASTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or

regulations or tort, principles or restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process. ASTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ASTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that ASTC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and ASTC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ASTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ASTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## DEFINITIONS

1. "**The Corporation**" means "The Assam State Transport Corporation" (ASTC) Corporation/ASTC constituted under Road Transport Corporation Act 1950 with effect from 31st March 1970.
2. "**The Assam State Transport Corporation**", which has invited the bids for GST Consultant, to whom the selected GST Consultant shall provide services as per the terms and conditions and terms of reference of the contract.
3. "**Bidder**" means an Applicant who is submitting its proposal for providing services to ASTC.
4. "**GST Consultant Firm**" means GST Consultant being a Limited Liability Partnership (LLP)/Partnership firm registered in India, submitting its proposal for providing services to ASTC as referred in the present Request for Proposal (RFP).
5. "**Contract**" means the contract signed by the parties and all the attached documents and the appendices including the addendums thereto.
6. "**Day**" means calendar day.
7. "**Proposal**" means the complete proposal including Technical Bid, the Commercial Bid, EMD, etc.
8. "**RFP**" means this "Request For Proposal" prepared by ASTC.
9. "**GAAP**" means Generally Accepted Accounted Principles.
10. "**Assignment/job**" means the work to be performed by the GST consultant firm pursuant to the contract.
11. "**Terms of Reference (TOR)**" means the document included in the RFP which explains the scope of work, activities, tasks to be performed, by the GST consultant firm.

The term, applicant, proposer and bidder have been used interchangeably in the RFP document.

## Important Dates

| # | Particular                                  | Details  |
|---|---|--|
| 1 | Publication of Bid                          | 16 <sup>th</sup> November, 2019                |
| 2 | Start date of issuance of RFP document      | 16 <sup>th</sup> November, 2019                |
| 3 | Last date for issuance of RFP Document      | 10 <sup>th</sup> December, 2019 (1700 Hrs IST) |
| 4 | Last date & time for Submission of Queries  | 24 <sup>th</sup> November, 2019 (1700 Hrs IST) |
| 5 | Pre-Bid Conference                          | 27 <sup>th</sup> November, 2019 (1100 Hrs IST) |
| 6 | Last date for Bid Submission                | 10 <sup>th</sup> December, 2019 (1700 Hrs IST) |
| 7 | Date and time for opening of Technical bids | 11 <sup>th</sup> December, 2019 (1100 Hrs IST) |
| 8 | Technical Presentation                      | 12 <sup>th</sup> December, 2019 (1100 Hrs IST) |

## 1. Background information

Assam State Transport Corporation (ASTC), a State Government undertaking and one of the premier public enterprises of the State with its headquarter in Guwahati, is mainly providing effective and secure public transport system.

Broadly there are three types of Bus services provided by ASTC:

1. Inter-state buses – Buses that run from Assam to other states
2. Intra-city buses – Buses that run within cities of Assam
3. Inter-city buses – Buses that run between different districts of Assam

ASTC has taken multiple steps to improve the current operating module and infrastructure to match up with the ever growing demand in the state of Assam and thus keeping the same endeavor, would like to introduce and utilize the modern day advanced tools, technology and techniques to further improve the quality of services. It envisages providing a world-class operational system for managing the transport system for a better and reliable passenger services as well as increase in revenue.

ASTC being a service provider in Transportation, is required to charge relevant tax under GST and comply with the legal Provisions of the GST Act. In this connection ASTC invites Request for Proposal (RFP) from consultants of repute and proven track record for GST Act and Rules compliance.

### 1.1.Fact Sheet

|    |  |
|----|--|
| a. | Bids are invited from eligible, reputed, qualified Bidders with sound technical and financial capabilities for the scope as detailed out in the scope of work under “Project Overview” section of this RFP.          |
| b. | Any Contract that may result from this RFP will be issued for a term of 2 year after Final Go-live Acceptance Date (“Term”).   |
| c. | ASTC reserves the right, with concurrence of the Bidder, to extend the Term of the Project for a period or periods of up to one year maximum on the same terms and conditions, subject to ASTC’s obligations at law. |



| d.                        | <p>The Bidder will download the RFP document(s) from the website <a href="https://astc.assam.gov.in/resource/tenders-2">https://astc.assam.gov.in/resource/tenders-2</a>.</p> <p>Amount of <b>INR 5,000</b> will have to be paid to following bank account number of ASTC:</p> <table border="1" data-bbox="352 416 1385 607"> <thead> <tr> <th colspan="2" data-bbox="352 416 1385 450">ASTC Bank Account Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 450 730 483">Name of Bank:</td> <td data-bbox="730 450 1385 483">State Bank of India</td> </tr> <tr> <td data-bbox="352 483 730 517">Name of Payee:</td> <td data-bbox="730 483 1385 517">Assam State Transport Corporation</td> </tr> <tr> <td data-bbox="352 517 730 551">Account Number:</td> <td data-bbox="730 517 1385 551">10281982321</td> </tr> <tr> <td data-bbox="352 551 730 607">IFSC Code:</td> <td data-bbox="730 551 1385 607">SBIN0001244</td> </tr> </tbody> </table> <p>RFP document fee payment should be attached with the Technical Proposal and submitted in both soft and hard copy formats. Soft Copy should be submitted in a Pen drive.</p> | ASTC Bank Account Details |  | Name of Bank: | State Bank of India | Name of Payee: | Assam State Transport Corporation | Account Number: | 10281982321 | IFSC Code: | SBIN0001244 |
|---------------------------|---|---------------------------|--|---------------|---------------------|----------------|-----------------------------------|-----------------|-------------|------------|-------------|
| ASTC Bank Account Details |   |                           |  |               |                     |                |                                   |                 |             |            |             |
| Name of Bank:             | State Bank of India   |                           |  |               |                     |                |                                   |                 |             |            |             |
| Name of Payee:            | Assam State Transport Corporation   |                           |  |               |                     |                |                                   |                 |             |            |             |
| Account Number:           | 10281982321   |                           |  |               |                     |                |                                   |                 |             |            |             |
| IFSC Code:                | SBIN0001244   |                           |  |               |                     |                |                                   |                 |             |            |             |
| e.                        | <p>Along with the Bid, Bidders are required to deposit an amount of <b>INR 75,000</b> (Rupees Seventy Five Thousand only) as Earnest Money Deposit (“EMD”) by means Demand draft in favour of <b>Assam State Transport Corporation</b> and payable at <b>Guwahati</b> from any Scheduled commercial bank.</p>   |                           |  |               |                     |                |                                   |                 |             |            |             |
| f.                        | <p>The eligibility criteria for Bidders are mentioned in the “Eligibility and Evaluation Criteria” section of this RFP.</p>   |                           |  |               |                     |                |                                   |                 |             |            |             |
| g.                        | <p>Bidder shall be selected for a period of one year.</p>   |                           |  |               |                     |                |                                   |                 |             |            |             |
| h.                        | <p>The Bidder shall be selected on the basis of <b>Least Cost</b> out of the technically eligible bidders defined in this RFP. Proposals received after the deadline mentioned in this RFP will not be entertained.</p>   |                           |  |               |                     |                |                                   |                 |             |            |             |
| i.                        | <p>On receipt of a Letter of Acceptance (“LoA”) from ASTC, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to <b>10% of the total contract value</b> defined in this RFP on or before the signing of the subsequent Contract, typically within 15 days from date of signing of the LoA, unless specified to the contrary.</p>   |                           |  |               |                     |                |                                   |                 |             |            |             |
| j.                        | <p>The name, address, and telephone numbers of the nodal officer is:</p> <p><b>Chief Accounting Officer,</b><br/> <b>Shri Dilip Kr. Bora,</b><br/> Assam State Transport Corporation,</p>   |                           |  |               |                     |                |                                   |                 |             |            |             |

|  |
|--|
| Paltan Bazaar, Guwahati 781008<br>Phone: 0361-2739552<br>Email: astc2009@gmail.com |
|--|

## 2. Instructions to Bidders

The Corporation invites Proposal (the "Proposals") for selection of a GST Consultant who shall assist the Corporation in preparation, filing, and reconciliation including training and handholding support for GST Returns & compliances, from bidders of repute and proven track record, who are well versed with the requirements of GST Law, as detailed in Terms of Reference (TOR).

The bidders desirous of taking up the assignment are invited to submit their technical and commercial proposal in response to this RFP in a manner as mentioned in this document. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the successful GST consultant will be entirely at Corporation's discretion. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Corporation's requirements/ terms and conditions outlined in the RFP.

The RFP is not an offer by The Assam State Transport Corporation, but an invitation to receive responses from the Bidders. No contractual obligation, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of the Corporation with a Successful Applicant.

### 2.1.General Instructions

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding

on the Bidders.

- c) Business Continuity Plan (BCP) – Inclusion of a BCP for ASTC to continue to function and deliver essential services in the event of a significant disruption for smooth functioning of its operations in case of any emergency or disruption. Same to be reviewed and updated at regular intervals.
- d) Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- e) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- f) The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If the Bidder has any doubts/clarifications the Bidder shall, before the last date for submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Purchaser in writing in order that such doubt may be removed or clarifications are provided.
- g) The corporation may at its discretion invite the bidders for presentation before the selection committee of the corporation. Those bidders satisfying the technical requirements as determined by the corporation shall be short-listed for opening their Commercial Bid. The award of contract will be on L1 Basis.
- h) Proposals should be submitted in the English language only
- i) Proposals must remain valid for 120 days after the last date for submission.
- j) **Technical Bids shall be received by the Purchaser in a pen drive**, before the time and date specified in the RFP. Original copy of the EMD and hard copy of Technical Proposal shall also be submitted to:  
**Office of the Managing Director, Assam State Transport Corporation,  
Paltan Bazaar, Guwahati, 781008.**
- k) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its

discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on e-Procurement portal.

- l) Bids received later than the due time and date mentioned in the RFP will not be considered responsive.
- m) Bids received via telex, cable or facsimile will be rejected.

### 2.2. Eligible Bidders

Bids may be submitted by only a Sole Bidder. The Sole Bidder must be a company/ partnership firm/ LLP, which has the capabilities to deliver the entire scope of work as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other Consortium Bid under this RFP. Sole Bidder should not be a blacklisted entity by any Government Agency.

### 2.3. Pre-bid Queries

- a) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact CAO, ASTC (Nodal Officer), through email only as mentioned in the Fact Sheet.
- b) The queries should necessarily be submitted in the following format:

| #  | RFP document reference(s) (Section & page number) | Content of RFP requiring clarification(s) | Points of clarification |
|----|---|---|-------------------------|
| 1. |   |   |                         |
| 2. |   |   |                         |
| 3. |   |   |                         |
| 4. |   |   |                         |
| 5. |   |   |                         |

Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

#### 2.4. Clarification and Amendment of RFP documents

- a) The Applicant GST Consultant may request a clarification on any clause of the RFP documents within the timelines mentioned in Bid details of the RFP document through email to **Chief Accounts Officer** (e-mail: [astc2009@gmail.com](mailto:astc2009@gmail.com)). The responses of ASTC will be published on its website without identifying the source of the query. Should ASTC deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph (b) below.
- b) At any time prior to the deadline for submission of proposal, ASTC may modify the bidding document by amendment. Any such amendment issued by ASTC will be in the form of an addendum/corrigendum and will be available on our website <https://astc.assam.gov.in/>
- c) The amendment will be binding on all bidders. ASTC at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the web site for updating themselves about changes, if any, made in the RFP before the bid submission date.
- d) ASTC reserves the right to cancel the entire bidding process any time but before opening of Commercial bid without assigning any reason or explanation.

#### 2.5. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by a corrigendum.
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will

be posted on the on our website <https://astc.assam.gov.in/> and emailed to all participants who have sent their queries within specified date and time.

- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

#### 2.6. Earnest Money Deposit (EMD)

- a) The Bidder shall submit the EMD of Rs. 75,000/- (Rs. Seventy Five thousand only) by way of Demand Draft in favour of "**Assam State Transport Corporation**" payable at "**Guwahati**". The same is to be submitted along with Technical Bid.
- b) EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected GST consultant fails to sign the contract.
- c) EMD should be submitted along with the Technical bid.
- d) The EMD of the unsuccessful bidders will be returned within 7 days, after completion of process of selection of the GST consultant. EMD will be returned to the qualified bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the bidder and submission of required Performance Bank Guarantee (PBG) as per Annexure J.
- e) No interest is payable on the amount of EMD.
- f) If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Corporation.

#### 2.7. Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Bid non-responsive and the Bid may be rejected. Bidders must:

- i. Include all documentation specified in this RFP;

- ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP

## 2.8. Conflict of interest

The Purchaser requires that the consultants provide professional, objective, and impartial advice, and at all times hold the Corporations' interests paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Corporation.

Without limitation on the generality of the foregoing, the consultants and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set for below:

- c) **Conflicting assignment/job:** The consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as GST Consultant.
- d) **Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of ASTC's staff who is directly or indirectly involved in any part of
  - (i) the preparation of the terms of reference of the assignment/job,
  - (ii) the selection process for such assignment/job or
  - (iii) supervision of the contract,

may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to ASTC throughout the selection process and the execution of the contract.

The Applicant(s) has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Corporation or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if ASTC comes to know of such a situation

at any time, then ASTC reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.

## 2.9. Termination Rights

Notwithstanding anything contained in this RFP, the Purchaser reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- a. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
  - i. at any time, a material misrepresentative is made or uncovered, or
  - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
  - iii. Such misrepresentative/ improper response shall lead to disqualification of the Bidder. If such disqualification/ rejection occur after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Purchaser reserves the right to:
    - invite the remaining Bidders to submit Bids in accordance with terms of RFP and or
    - take any such measure as may be deemed fit in the sole discretion of the Purchaser, including annulment of the Bidding Process.
- b. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LoA or entering into of the Agreement, and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in



writing by the Purchaser to the Bidder, without the Purchaser being liable in any manner whatsoever to the Bidder, as the case may be.

- c. In such an event, the Purchaser shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, time, effort, cost and effort of the Purchaser, without prejudice to any right or remedy that may be available to the Purchaser.

#### 2.10. Publicity

Any publicity by the bidder in which the name of ASTC is to be used should be done only with the explicitly written permission of ASTC.

#### 2.11. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify ASTC in writing of such conditions and the cause thereof within twenty one calendar days. Unless otherwise directed by ASTC in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 2.12. Resolution of Disputes

ASTC and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or

in connection with the contract. If after thirty days from the commencement of such informal negotiations, ASTC and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by ASTC and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.

The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Guwahati.

#### 2.13. Integrity Pact

The bidders are required to execute "Integrity Pact" as specified in Annexure I, on requisite non judicial stamp paper, at the time of submission of the bid.

#### 2.14. Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Guwahati.

### 3. Preparation of Proposal

#### 3.1. General rules, terms & conditions

1. The proposal as well as all related correspondence exchanged by the bidders with ASTC shall be written in the English language. Applicants who fulfil the criteria specified in Annexure A should submit their Application (i.e. Technical and Commercial Proposal) in the format enclosed as Annexure A-G and other supporting documents.

2. The name of the assignment/job shall be "ASTC's GST Consultant". Detailed scope of the assignment/job has been described in the Terms of Reference.
3. In preparing their technical proposal, Applicants are expected to examine details of the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.
4. The Demand Draft in physical form for EMD of Rs. 75,000/- should be submitted along with technical bid.
5. The Technical Proposal will be evaluated for technical suitability as per mandatory eligibility criteria.
6. The Corporation shall rank the technical proposals received. The parameters used in scoring are as per proposal evaluation, mentioned in this RFP.
7. The Applicant/firm, who qualify as per mandatory eligibility criteria will be called for presentation with the Corporation's Internal Committee.
8. After presentation, commercial bids will be opened and evaluated for firms securing 70% or more marks as per scoring given in Technical Proposal and Presentation.
9. The commercial proposal (for qualified applicants as per the RFP) will be opened subsequently and the lowest quote will be selected.
10. The bidder has to make their own evaluation in quantifying the Commercial bid and no further negotiation shall be permitted after the bid process, execution of contract till the completion of the term of service for whatsoever reason.
11. The proposal will be the basis for contract to be signed with the selected Applicant. The contract shall be finalized within 15 days from date of signing of Letter of Acceptance (LoA) issued by ASTC or within extended period, as may be specified by ASTC.
12. The GST consultant firm shall bear all costs associated with the preparation and submission of proposal and contract negotiation. ASTC is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the Applicant.
13. The commercial proposal shall clearly indicate the total cost of the services in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference

between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.

14. The cost quoted shall be exclusive of taxes (ASTC shall pay the applicable taxes on actual).
15. The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
16. The Original Bid, both Technical and Commercial Bids, shall contain no interlineations or overwriting.
17. An Authorized representative of the Applicant/s shall initial all pages of the RFP document and sign the original Technical and Commercial Bid as well as the Annexures. The Authorization shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and such authorization shall be enclosed with the proposal. The signed Technical and Commercial Bid shall be marked "Original".
18. Technical Bid submission is as per Annexure A to C.
19. Commercial Bid submission is as per Annexure D to F.
20. The proposal received by ASTC after the deadline for submission shall be rejected. No further correspondence in this regard shall be entertained.
21. Representatives of Bidders may be present during opening of the Technical Bid. However, Technical Bid would be opened even in the absence of any or all of the bidder's representatives.
22. From the time the proposals are opened to the time the contract is awarded, the Applicant should not contact ASTC, unless called for. The Applicant should also not contact any of the officers/employees or representatives of the Corporation on any matter related to its technical proposal and/or commercial proposal with a view to influencing ASTC in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the GST's proposals. Canvassing in any form would lead to disqualification of the proposal.
23. The bidders, who qualify as per mandatory eligibility criteria mentioned in will be called for making a presentation before the Corporation's Internal Committee. ASTC has the complete discretion to reject any Application/Bid

without giving any reason which cannot be questioned or challenged by the Applicant.

### 3.2.Submission of Bids

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

A master cover containing the Technical and Commercial Bid/ Proposal with superscription "RFP- For Appointment of Consultant for Goods and Service Tax Act (GST)" marked on the top and addressed to the Chief Accounts Officer has to be submitted in person on or before the date of submission as given in this RFP at the following address:

**Managing Director**

Assam State Transport Corporation

Paltanbazar. Guwahati.

Assam-781008

The cost of Tender i.e. DD for Rs. 5000/- in case you download the RFP should be kept in technical bid envelope.

The master Cover should contain two separate sealed envelopes.

One with superscription "**RFP - For appointment of consultant for Goods and Service Tax Act (GST)- Technical Bid-Tender Reference No – ASTC/HO/ACCOUNTS/GST/8/.....**".

And another sealed envelope with superscription "**RFP - For appointment of consultant Goods and Service Tax Act (GST). - Commercial Bid- Tender Reference No - ASTC/HO/ACCOUNTS/GST/8/.....**".

Under any circumstances, the corporation shall not consider any request for extension of date for bid submission. The bids received after last date of submission will not be accepted under any circumstance. Please note that if

sealed cover is found to contain both Technical and Commercial Bid/ Proposal together in single sealed envelope then, that offer will be rejected outright. No Bidder/Applicant/Consultant shall submit more than one application for the consultancy. The proposal as well as all related correspondence exchanged by the bidder and the corporation shall be in the English Language.

### **Non-transferable bid**

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing. The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

### **Technical Bid**

The Technical Bid should contain the following information:

- a) Bidder firm's profile along with documentary evidence of INDIRECT TAXATION services offered and all relevant enclosures as detailed in Annexure A.
- b) Covering letter as per Annexure-B and Proposal form as per Annexure -C of this document.
- c) Description of the methodology and work plan for performing the assignment.
- d) List of the key professionals and the support staff for each phase of the assignment.
- e) Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help ASTC to assess the capabilities of the consultant.
- f) Demand Draft of Rs. 75,000/- (Rupees Seventy Five Thousand only) favouring "ASSAM STATE TRANSPORT CORPORATION", towards Earnest Money Deposit (EMD).
- g) Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm.

Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.

### 3.3.Undertaking by Consultant

The consultant shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concerns or our CEO, directors/managers/partners and if it arises we will intimate ASTC of the same".

### 3.4.Bidder's authorized signatory

A Bid should be accompanied by an appropriate board resolution and power of attorney in the name of an authorized signatory of the Bidder stating that he/ she is authorized to execute documents and to undertake any activity associated with the Bidder's Bid.

### 3.5.Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

### 3.6.Language

Proposal should be filled by the Bidder in English language only. For purposes of Bid evaluation, the English translation shall govern.

### 3.7.Proposals received after designated time of submission

- a) Bids received after the due date and specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

- b) Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of documents. No further correspondence on the subject will be entertained.
- d) The Purchaser reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

### 3.8. Download ability / Visibility of the uploaded document

The Bidder shall ensure that the Bid submitted to ASTC in soft copy format is clearly visible and downloadable.

### 3.9. Format and Numbering of the submitted document

The Bidder shall ensure that the documents submitted are correctly numbered so that any specific document can be easily and quickly found using the appropriate serial/page no. All documents shall only be submitted in the formats mentioned here: PDF, MS Office, Compatibility Mode, and JPEG Format. The unsuccessful opening or download ability of documents which are submitted in any format other than those mentioned above shall not be entitled for any claim whatsoever.

### 3.10. Issues in submitting document

No claims shall be entertained owing to delays in submission of bid documents. The Bidders are advised to copy the bids in pen drive as well as print hard copies, well in advance of the deadline to avoid difficulties.

### 3.11. Deviations, Exclusions and Assumptions

All deviations, exclusions and assumptions if unavoidable shall be submitted along with technical proposal.

### 3.12. Confidentiality

This document contains confidential and proprietary information of ASTC and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person. The consultant selected for the assignment should treat as confidential all data and information about ASTC obtained in the execution of the



proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of ASTC. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of ASTC. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the prescribed format.

### 3.13. Indemnity

- a) The bidder agrees to indemnify and keep indemnified, defend and hold harmless ASTC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorneys fees), arising as per scope of work defined , which result from, arise in connection with or are related in any way to claims by third parties/regulators, arising out of or in connection with.
- b) The bidder's breach of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of ASTC, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- c) For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- d) In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.

The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

## 4. Evaluation & Qualification Criteria

### 4.1.Evaluation process

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

#### Two Stage Bidding Process:

- a) The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".
- b) Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information.
- c) In the first stage, only the Technical Bids will be opened in the presence of the bidders and evaluated as per the criterion determined by the Corporation. The corporation may at its discretion invite the bidders for presentation before the selection committee of the corporation. Those bidders satisfying the technical requirements as determined by the corporation shall be short-listed for opening their Commercial Bid.
- d) The eligible bidder, who would qualify the technical bid as per the eligibility criteria given in this RFP, would be informed by ASTC through email.
- e) The corporation reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.
- f) The cost of bidding and submission of RFP documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

In case of single bidder, Corporation reserves the right to go-ahead with the bidder, if found competent.

#### 4.2. Eligibility Criteria

The applicants must fulfil the following eligibility criteria. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. Applications which do not satisfy the eligibility criteria will be rejected without assigning any reason whatsoever.

| SI.No | Eligibility Criteria  | Document to be enclosed  |
|-------|---|--|
| 1.    | The Applicant Firm/ bidder must be either a registered CA/CMA | Copy of certificate of incorporation / registration and partnership deed/MOA/AOA as the case may be. |

| SI.No | Eligibility Criteria   | Document to be enclosed  |
|-------|--|--|
| 2.    | The Bidder firm should have experience of at least 5 years in Indirect Tax of India (service tax). Preference will be given to those firms which are dealing at corporate level in service tax / GST matters with PSUs or Government Agencies.   | Supported by Information on consulting and auditing business in India or outside India. Viz. assignment/order letters, client Reference etc. Please furnish a list of at least 5 major clients with address and phone numbers.                         |
| 3.    | The Bidder should have at least 3 Partners as on 31.03.2019 and having at least 5 full time professionally qualified staff, from Accounting background. Must be associated with the firm for a period not less than one year as on 31.03.2019.   | The list of partners and their bio-data along with testimonials in support of their professional qualification. Details of persons who will form the team for the proposed assignment is to be submitted in the prescribed format given in annexure A. |
| 4.    | The firm should not have been Banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govt's/ICAI/ICMAI/ Bar Associations and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI or other authorities. | Self-Declaration   |
| 5.    | The firm should have an average turnover, of at least Rs. 20 lakhs in last 3 years.  | Copy of Audited financial Accounts of the firm and Income Tax Returns for 3 years:   |

| SI.No | Eligibility Criteria  | Document to be enclosed                |
|-------|---|--|
|       |   | FY .16-17, 17- 18 & 18-19.             |
| 6.    | Applicant Firm should have fully functional Office in Guwahati Region headed by a Partner.                                | Self-Declaration with list of offices. |
| 7.    | Consultancy to/ advocacy on behalf of any organization such as banks, insurance companies on GST (Desirable eligibility). | List of Clients                        |

Applicants must read carefully the conditions of eligibility criteria provided herein before submitting the Proposal with the Corporation. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process.

#### 4.3.Proposal Evaluation

Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to the corporation for technical evaluation.

| SI.No | Criteria Description   | Rules for Awarding Points   | Max Points |
|-------|--|---|------------|
| 1.    | Man power and qualifications - No. of partners and qualified FCA/CMA.<br>Each partner/employee must be associated with firm as on date | i. Minimum 3 partners (as on 31.03.2018) - 5 marks.<br>One mark each for additional partners beyond 3. Maximum 10 marks.<br>ii. Minimum 5 professionally qualified staff – 5 marks.<br>One mark for each additional qualified staff.<br>Maximum 10 marks. | 20         |
| 2.    | No. of years of experience in  | 20 marks for minimum 5 years.   | 30         |

| SI.No | Criteria Description   | Rules for Awarding Points   | Max Points |
|-------|--|---|------------|
|       | Indirect Taxation consultancy  | Two marks for each completed additional year. Max 10 marks for additional years of experience.  |            |
| 3.    | Experience in Indirect tax consultancy at corporate level with at least three large institutions having average annual turnover in last 2 years of Rs. 10 crore or more. | For fulfilling the base criteria:<br>i. 5 marks. For each continuous year of engagement as consultant<br>ii. 5 marks per year. Max.10 marks for addl. Years.<br>iii. PSU Transport Corporation experience for 1 year or more - 10 marks | 25         |
| 4.    | No of professionals to be deployed in this project<br>Accounting/legal Professionals IT Professionals  | i. 2 marks for every accounts/legal professional with Max of 6 marks.<br>ii. 2 marks for every IT person with max. of 4 marks.  | 10         |
| 5.    | Presentation by bidders and evaluation by Internal committee   | Marks to be assigned by an internal committee based on the methodology and work plan ,team composition and presentations  | 15         |
|       | Total  |   | 100        |

Bidders who score a minimum 70 marks out of 100 marks on the technical evaluation criteria as mentioned above will only be considered for further

evaluation. The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation.

**Criterion for evaluation of Commercial bids:**

The commercial bids of those bidders who have passed Technical evaluation, will be graded as L1, L2, and L3 etc.

- a) The Bidder who has submitted the lowest Price quote, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- b) In case L1 Bidder refuses, then the next lowest Bidder, L2 will be called and so forth.

**4.4. Clarification of Bids**

During evaluation of bids, if found necessary, the corporation may seek clarification on the bid from the bidder. The request for clarification and the response shall be in writing/ e - mail.

**4.5. Contract Finalization and Duration of Contract**

**Notification of Award**

The acceptance of a RFP, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of Letter of Acceptance (LoA) at the address supplied by the bidder in the RFP response.

Any change of address of the Bidder, should therefore be promptly communicated to:

**Managing Director**

Assam State Transport Corporation

Head Office, Paltan Bazar, Guwahati, Assam

[astc2009@gmail.com](mailto:astc2009@gmail.com)

The written offer of LoA issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

### **Signing of Contract/Agreement**

The successful bidder/consultant will be required to enter into an Agreement/Contract as per corporation prescribed format within 7 days from the date of acceptance by the successful bidder of the offer of the ASTC. Initially, the contract shall be valid up for a period of one year from the date of agreement, with a clause of further extension for another year on same terms and conditions. The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid.

In such a case the Performance Bank Guarantee (PBG) deposited by the successful bidder/Consultant shall be forfeited by the corporation without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract.

In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, ASTC shall have the absolute right to adjust the said amount against PBG towards loss and damage suffered by the corporation.

### **Performance Guarantee by Successful Bidder**

On receipt of the order, the successful bidder has to submit a Performance Bank Guarantee for an amount equivalent to **10% of the Total Contract Value**, within two weeks-time, valid up to June 2020 from the date of acceptance which may be extended with mutual consultation.

However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the corporation shall deduct the 2% of the fee payable as penalty.

- a) ASTC and the selected GST consultant shall finalize the terms of contract to be executed as per the prescribed terms of the Corporation. ASTC shall have the right not to enter into the contract with the GST consultant firm if the GST firm is unable to fulfill the terms assured in the technical proposal. In such an eventuality, ASTC reserves the right to reject the proposal.
- b) The contract/ agreement shall be executed only in the state of Assam and the selected GST consultant firm shall bear the cost of stamp duty for the contract/ agreement as applicable in the Government of Assam.
- c) Total Duration of the Contract with the selected Bidder shall be for period of one year from the date of Signing the Contract, during which time the selected Bidder is to deliver to the satisfaction of ASTC, all outcomes as are required to be delivered as per the Scope of Work defined hereinafter. Initial contract period will be one year, which can be further extended to one more year upon mutual agreement between the selected bidder and ASTC.

### **Confidentiality Agreement/Undertaking**

As the successful bidder will have access to the data of the Corporation, the Corporation will require the firm to sign a Confidentiality agreement/undertaking indemnity for not disclosing or part with any information relating to the Corporation and its data to any person or persons or authorities, without written consent of the Corporation. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Corporation against the GST consultant firm

### **Indemnification**

The GST consultant firm shall at their own expenses, indemnify the Corporation against any loss on claims due to loss of data /damage to data of the Corporation arising as a consequence of breach of any clause in terms and conditions of the agreement.



## **Termination of Agreement**

A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected GST consultant firm may be cancelled at the Corporation's discretion on account of following or without assigning any reason:

1. On refusal to take up the allotted Assignment;
2. If the GST stands dissolved /reconstituted and the name/style of the GST is changed;
3. On not abiding by the terms and conditions stipulated in the agreement;
4. If the performance of the GST consultant firm is not found satisfactory (viewed as such by the Corporation's appropriate authority);
5. Any other reason at the discretion of the Corporation.

In addition to the cancellation of order, ASTC reserves the right to appropriate the damages from the Earnest Money Deposit (EMD) given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event the order shall be passed to technically qualified L-2 bidder, provided L-2 is prepared to match prices and other terms & conditions.

## **5. Terms of Reference**

### **Scope of Work:**

- 1. Compliance of GST Provisions, validation of Tax Liability and Returns**
  - a) **Assistance and advice to ASTC for preparation and filing of all applicable GST returns** (including deposit of GST) for all ASTC Divisions and ASTC Head Office (HO).
  - b) **To review and suggest overall improvement in regulatory compliance**, if considered necessary.
  - c) **Streamlining of Books of Accounts as per GAAP** and assisting in maintenance thereof adequate for generating reports for preparation and filing of GST Returns

- d) To **assist ASTC in reconciliation of revenue/expenses as per books and returns and filing of the monthly/ quarterly / annual returns from July 2017 to March 2021**
- e) To **assist & advice to put & review the necessary checks to ensure integrity of data** being received at the centralized platform.
- f) Provide **guidance, suggestions on new developments or on any other matter in GST** up to filing of the final/annual returns with respect to financial year 2020-21.
- g) Attending to GST Authorities' Departmental Queries pertaining to the period of the engagement

## **2. Advisory and Compliance services on Goods and Service Tax (GST)**

- a) Provide verbal and written opinions/advise/clarifications on all GST matters.
- b) Suggest **suitable policies to be framed by each ASTC** to comply with GST.
- c) **Guidance/ assistance and review of various circulars and other notifications** to ASTC Divisions/HO in respect of GST/IGST/SGST and related matters issued from time to time.
- d) **Assist/guide in respect of changes required at ASTC for compliance of GST provisions** from time to time including changes required in system/ procedures/ policies adopted by ASTC.
- e) **Assist ASTC Team in training** for accounting / payment / filing of returns and other matters of GST.
- f) Guidance/advises/assistance for developing **necessary tools for review, monitoring, reporting and compliance with reports** required in GST regime.
- g) To provide **any other advice on any other GST/IGST/SGST related issues** sought by ASTC.
- h) To **provide opinion to ASTC on valuation and taxability of various income streams** (interest, service charges, fees and commission, etc.)
- i) **To provide opinion to ASTC on availment, utilization and reversal of GST credit / Input credit on various input services utilized / inputs / capital goods** purchased by ASTC.
- j) To provide **opinion in respect of accounting of various taxes** (including but not limited to output and input services)

## 6. Payment Terms

The delivery milestones corresponding to payment are as below:

| <b>Delivery Milestone</b>                                      | <b>% Payment of total fee</b> | <b>Sign-off required on key deliverables for payment</b>   |
|--|-------------------------------|--|
| Estimate the amount of Penalty to be paid by ASTC              | 30%                           | <ol style="list-style-type: none"> <li>1. Deployment of committed Resources</li> <li>2. Field Study Report on Accrued penalties</li> <li>3. Filing of the monthly/ quarterly / annual returns from Aug 2017 to March 2018</li> <li>4. Monthly Compliance Report</li> </ol>                     |
| Complete the Tax filing process in compliance with GST         | 20%                           | <ol style="list-style-type: none"> <li>1. Filing of the monthly/ quarterly / annual returns from April 2018 to March 2019</li> <li>2. ASTC GST Compliance Policy Report</li> <li>3. Training Report for ASTC</li> <li>4. Monthly Compliance Report</li> </ol>                                  |
| Complete the Tax filing process in compliance with GST         | 20%                           | <ol style="list-style-type: none"> <li>1. Filing of the monthly/ quarterly / annual returns from April 2018 to March 2019</li> <li>2. ASTC GST Compliance Policy Report</li> <li>3. Training Report for ASTC</li> <li>4. Monthly Compliance Report</li> </ol>                                  |
| Training and Handholding support for all ASTC accounting staff | 30%                           | <ol style="list-style-type: none"> <li>1. Filing of the monthly/ quarterly / annual returns from April 2020 to March 2021</li> <li>2. Training Completion Report</li> <li>3. Reference manuals for staff</li> <li>4. Handover activity Report</li> <li>5. Monthly Compliance Report</li> </ol> |

The terms of the payment will be as under:

Quarterly Payment, after completion of deliverables and subsequent sign-off from ASTC. All payments are exclusive of applicable taxes and subject to deduction of TDS as applicable from time to time.

**ASTC reserves the right to the following:**

- a) Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- b) Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated above.
- c) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d) Extend the time for submission of proposal.
- e) Modify the RFP document, by an amendment that would be notified on the corporation website.
- f) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended GST services for similar assignment.

#### 7. Tenure of the engagement

Any Contract that may result from this RFP will be issued for a term of 1 year after Final Go-live Acceptance Date ("Term"). ASTC reserves the right, with concurrence of the Bidder, to extend the Term of the Project for a period or periods of up to one year maximum on the same terms and conditions, subject to ASTC's obligations at law.

#### 8. Termination of Contract

The Corporation may terminate the contract for cause based upon the failure of the Consultant firm to comply with the terms and/or conditions of the Contract; provided that the Corporation shall give the Consultant firm written notice specifying the Consultant firm's failure. If within fifteen (15) days after receipt of such notice, the Consultant firm shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Corporation may, at its option, place the Consultant firm in default and the Contract shall terminate on the date specified in such notice.

The Consultant firm may exercise any rights available to it under Indian Law to terminate for cause upon the failure of the Consultant to comply with the terms and conditions of this contract; provided that the Consultant firm shall give the Corporation written notice specifying the Corporation's failure. The Corporation

may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Consultant firm. The Consultant firm shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**Annexure A  
(TECHNICAL BID)**

**Request for Proposal**

"RFP - For appointment of consultant for Goods and Service Tax Act (GST). -  
Technical Bid-

Tender Reference No - ASTC/HO/ACCOUNTS/GST/8/....."

| <b>Particulars</b>  | <b>Details to be furnished for the particulars</b> | <b>Details of Enclosures to be submitted</b> |
|---|--|--|
| Name of the Firm/Company                                    |  |  |
| Address of Registered Office                                |  |  |
| Country of Incorporation                                    |  |  |
| Date of incorporation of the firm and Registration Number   |  |  |
| Telephone/Mobile and fax Number                             |  |  |
| E mail address  |  |  |
| Name/s of partners  |  |  |
| Number of C.A./ICWA Employees                               |  |  |
| Number of Law Graduate Employees                            |  |  |
| Number of Employees who have done DISA/CISA                 |  |  |
| Name and contact Details and E-mail Id of the Nodal Person. |  |  |

| Particulars  | Details to be furnished for the particulars | Details of Enclosures to be submitted  |
|--|---|--|
| Name and Designation of the person authorised to make commitments to the company : Name Designation Contact No Fax No Mobile No Email ID |   |  |
| Presence and locations of offices in India   |   |  |
| Global and local experience of the firm (or the resource firm  |   |  |
| to which it is attached) in the field under reference, as a consultant. The relevant document / certificate should be enclosed.          |   |  |
| Details of Implementation/Consultation of GST/INDIRECT TAX services provided by the firm to corporates in India                          |   |  |
| Details of GST / indirect tax services provided by the firm to banks in India  |   | Details of credentials, with letter from respective organizations supporting the same. Give scope of work for each assignment. |
| Details of GST /indirect tax services provided by the  |   | Details of credentials, with letter from respective organizations  |

| <b>Particulars</b>   | <b>Details to be furnished for the particulars</b> | <b>Details of Enclosures to be submitted</b>                                   |
|--|--|--|
| firm to Insurance companies in India   |  | supporting the same. Give scope of work for each assignment.                   |
| Persons proposed to be assigned for the consultancy services and their profiles. Number of persons who are proposed to be associated for executing the assignment phase wise with names including that of leader.  |  | Resume of the Identified team persons in the format enclosed- under annexure G |
| Past Credentials of the consultant   |  |  |
| The Details of central statutory audit undertaken in General Insurance companies/banks   |  |  |
| Details of the similar works completed/under execution with the name and location of the client and number of their branches. Nature of Type of project, services<br>Delivered/rendered, scope of the services provided, value/cost of the project and duration of the project. Contract Details from the client and evidence letter from the client |  |  |



| Particulars   | Details to be furnished for the particulars | Details of Enclosures to be submitted |
|---|---|---------------------------------------|
| Net Worth as on 31.03.2019  |   |                                       |
| Turnover of last 3 FY.<br>2016-17<br>2017-18<br>2018-19   |   |                                       |
| Requirement from the ASTC for Implementing the assignment such as administrative support, office space, equipment etc.. |   |                                       |
| Name, address and account Number of Bidder's banker   |   |                                       |
| Details of Bid amount paid through D.D. No. dated Bank/Drawn on Branch Amount -- Rs.                                    |   |                                       |
| PAN NO GSTIN NO SALES TAX NO GST REGN NO  |   |                                       |
| References of at least 5 major clients  | Name Address<br>Contact Phone No Email ID   |                                       |
| Any other information considered relevant.  |   |                                       |

Dated This -----day of -----2019

(Signature) (In the capacity of)

Duly Authorised to sign proposal for and behalf of -----

(Letter to the Corporation on the Consultant's letterhead)

**Annexure: B**  
**(Covering letter of Technical offer)**

Date:

To,

The Managing Director,  
Shri Anand Prakash Tiwari, IPS,  
Assam State Transport Corporation,  
Paltan Bazaar, Guwahati 781008  
Phone: 0361-2739552

Dear Sir,

Sub: "RFP - For appointment of consultant for Goods and Service Tax Act (GST). –  
Technical Bid-Tender Reference No - ASTC/HO/ACCOUNTS/GST/8/....."

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 120 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Contact No.

Seal of the firm/company

Encl: Technical Offer in sealed envelope.

**Annexure C**  
**PROPOSAL FORM**  
**(To be included in Technical Proposal Envelope)**

Dear Sir,

"RFP - For appointment of consultant for Goods and Service Tax Act (GST). -  
Technical Bid-Tender Reference No - ASTC/HO/ACCOUNTS/GST/8/....."

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy services in respect of GST Act & Rules in the company in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We hereby acknowledge and unconditionally accept that ASTC may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at ASTC will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by ASTC in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for

an offence against us or any of our sisters concern or our CEO, Directors/ Managers/ Employees and if it arises we will intimate ASTC of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.

Dated this day of 2019

(Signature)

(In the capacity of)

**Annexure D**  
**Commercial Offer**  
**(To be submitted on Letter Head in sealed envelope)**

Date:

To,

**The Managing Director,**  
Shri Anand Prakash Tiwari, IPS,  
Assam State Transport Corporation,  
Paltan Bazaar, Guwahati 781008  
Phone: 0361-2739552

Dear Sir/Madam,

"RFP - For appointment of consultant Goods and Service Tax Act (GST). – Commercial Bid-Tender Reference No - ASTC/HO/ACCOUNTS/GST/8/....."

We the undersigned offer to provide our services for GST Act and Rules, consultancy in accordance with your RFP dated \_\_\_\_\_. Our attached Commercial Offer is for the sum of Rs. \_\_\_\_\_ (amount in words and figures). The amount is exclusive of all taxes.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period One Hundred and Twenty (120) days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.

**Annexure E**  
**COMMERCIAL BID**  
**(To be included in Commercial Proposal Envelope)**

Dear Sir,

**Request for Proposal**

"RFP - For appointment of consultant Goods and Service Tax Act (GST). – Commercial Bid- Tender Reference No - ASTC/HO/ACCOUNTS/GST/8/....."

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by ASTC as Consultant.

| <b>Amount</b> | <b>Consultancy Fee</b> | <b>Out of Pocket Expenses (Rs)</b> | <b>Total (RS.)</b> |
|---------------|------------------------|------------------------------------|--------------------|
| In figures    |                        |                                    |                    |
| In words      |                        |                                    |                    |

Note: Service Tax/GST as applicable at the time of payment shall also be reimbursed.

Terms and Conditions –

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) No travelling, boarding or any other allowances shall be paid by ASTC.
- 4) ASTC will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this day of 2019.

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

## **Annexure F**

### **Undertaking from the bidder on their company's letter head**

We (and our employees and agents) shall not, unless ASTC gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract.

Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the company make use of any document or information given by the Company, except for purposes of performing the contract award.

In case of breach, the company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:



## Annexure G

Profile of Partners/Employees on firm's payroll:

| S.No | Particulars   |  |
|------|---|--|
| 1    | Name of the person  |  |
| 2    | Office address  |  |
| 3    | E-mail ID   |  |
| 4    | Phone number office/Mobile  |  |
| 5    | Date since working in the Firm  |  |
| 6    | Professional Qualifications<br>(along with Membership No if applicable) |  |
| 7    | Present Designation   |  |
| 8    | Experience  |  |

| Sl. No | Nature of Services of GST assignment | Brief details of the implementation of GST assignment and the organization where assignment was undertaken | Period (From ---- To) |
|--------|--------------------------------------|--|-----------------------|
| 1      |                                      |  |                       |
| 2      |                                      |  |                       |
| 3      |                                      |  |                       |
| 4      |                                      |  |                       |
| 5      |                                      |  |                       |

Self Attested copies of CA membership/DISA/CISA should be submitted.

Note – Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.

Dated this day of 2019

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**Annexure H**  
**(To be furnished in the company's letter head)**  
**AUTHORIZATION LETTER FORMAT**

Date:

To,

**The Managing Director,**  
Shri Anand Prakash Tiwari, IPS,  
Assam State Transport Corporation,  
Paltan Bazaar, Guwahati 781008  
Phone: 0361-2739552

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for appointment of consultant for GST Act and Rules, Mr./Miss/Mrs \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP.

Dated on on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Attesting Authority

**Annexure I**  
**INTEGRITY PACT FORMAT**

INTEGRITY PACT Between The Assam State Transport Corporation, a xxxxx having its Head office at Paltan Bazaar, Guwahati 781008, hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART and

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-----  
-----

(Description of the party along with address), hereinafter referred to as "The Bidder/Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for.....  
..... The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

**Section 1- Commitments of the Principal**

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process,

provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act, 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance office and in addition can initiate disciplinary actions.

## **Section 2- Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principals employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.2 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.3 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from Tender/RFP process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealing with Suppliers/ Contractors" framed by the Principal.

### **Section 4- Compensation for Damages**

4.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender/RFP process.

5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors**

6.1. The Bidder(s)/Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3. The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

### **Section 7 – Criminal Charges against violating Bidders/Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - Pact Duration**

8.1 This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

8.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CAO,ASTC.

### **Section 9 - Other Provisions**

9.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Guwahati.

9.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

9.3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

9.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

9.5. Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the For & On behalf of the Principal Bidder/Contractor

(Office Seal)

Place

Date

Witness:

(Name & Address)

(Office Seal)

Place

Date

Witness:

(Name & Address)



## Annexure J

### PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email Id.>

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between

you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease.