

**RFP No. 4/Cons.Serv/20-21/ADB/Raipur, Dated:**

# **Request For Proposal (RFP)**

**For**

**Providing GST Consultancy Services**

**to**

**Chhattisgarh State Road Sector Project**

**September, 2020**

**Chhattisgarh State Road Sector Project**

Sirpur Bhawan, Civil Lines, Raipur (C.G.) 492001

Email ID : pdadb.raipur.cg@gov.in

# TABLE OF CONTENTS

- ❖ Section 1 - Letter of Invitation
- ❖ Section 2 - Instruction to Bidders Including Terms and Conditions
- ❖ Section 3 - Technical Proposal (Appendix A & Appendix – B)
- ❖ Section 4 - Financial Proposal Standard forms
- ❖ Section 5 - Standard Form of Contract

**SECTION 1**  
**Letter of Invitation**

# Chhattisgarh State Road Sector Project

Office of the Project Director, ADB Project,  
Public Works Department, Sirpur Bhawan, Civil Lines, Raipur (C.G.) 492001  
Email ID : pdadb.raipur.cg@gov.in

## **REQUEST FOR PROPOSAL**

**RFP No. 4/Cons. Serv/20-21/ADB/Raipur,**

**Dated: 02.09.2020**

Chhattisgarh State Road Sector Project Raipur invites proposals from the interested Chartered Accountancy Firms to work as GST Consultant of CSRSP having its scope of work as described in the RFP. Interested Bidders should provide information demonstrating that they have the required qualification and relevant experience to perform the services. Detailed information docket may be downloaded from official Departmental website **<https://pwd.cg.nic.in>**, **<https://eproc.cgstate.gov.in>** or may be obtained from the office of the undersigned during office hours. RFP (as mentioned in the information docket) along with the Docket Cost of INR 1000/- plus Goods and Service Tax (GST) @12% i.e. total Docket Cost of INR 1120.00 (Indian Rupees One Thousand One Hundred Twenty only) in form of Non- refundable Demand Draft in favour of **Project Manager**, Chhattisgarh State Road Sector Project, Raipur on any scheduled bank payable at Raipur Chhattisgarh, must be delivered through registered post/Speed post on the address below to reach by 06.10.2020 by 15:00 Hrs.

Modifications/Amendments/Corrigendum, if any shall not be advertised in the news paper but shall be published in the aforesaid web site only. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

**Project Director**  
Chhattisgarh State Road Sector Project  
Sirpur Bhawan Campus, Behind  
Akashvani , Civil lines,  
Raipur 492001,  
E-mail:- pdadb.raipur.cg@gov.in

## **Disclaimer**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to the Bidder(s), by or on behalf of Chhattisgarh State Road Sector Project, Raipur, or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Chhattisgarh State Road Sector Project, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. Chhattisgarh State Road Sector Project, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Chhattisgarh State Road Sector Project may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website.

**Project Director**  
Chhattisgarh State Road Sector Project  
Sirpur Bhawan Campus, Behind  
Akashvani , Civil lines,  
Raipur 492001,  
E-mail:- pdadb.raipur.cg@gov.in

## **SECTION 2**

### **INSTRUCTIONS TO BIDDERS**

- ❖ **Key Information & Event Schedule**
- ❖ **Instructions to Bidders & Terms of Conditions**

## DATA SHEET

### **Key Information and Event Schedule**

S. N.	Description	
1.	Web Address to download the RFP	<b><a href="https://pwd.cg.nic.in">https://pwd.cg.nic.in</a>, <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a></b>
2	Last date and time of Submission of Bid (Bid Due Date )	<b>Up to 15.00 hrs; Date: 06.10.2020</b>
3	Mode of Submission of RFP	<b>Through speed post /registered post only. Note:- No drop box facility will be available.</b>
4	Opening of Technical Bid	<b>At 15:30 hours (IST) or thereafter; Date: 06.10.2020</b>
5	Date of opening of Financial Bid	To be intimated later to the technically qualified bidders.
6	Duration of services:	As per Clause 4, Instructions To Bidders, Section-2 of this RFP.
7	Cost of RFP Document	As per Clause 17, Instructions To Bidders, Section-2 of this RFP.
8	Earnest Money Deposit	As per Clause 11, Instructions To Bidders, Section 2 of this RFP.
9	Validity of proposal	As per Clause 18, Instructions To Bidders, Section 2 of this RFP.
10	Selection Process	As per Clause 16, Evaluation, Award and Signing of agreement, Section-2 of this RFP.
11	Representative/Contact Person, for further information	<ul style="list-style-type: none"> <li>Shri S.K. Kori, PD ADB</li> </ul>
12.	Address where Bidders must sent proposal	Project Director ADB Project Chhattisgarh State Road Sector Project Sirpur Bhawan Campus, Behind Akashvani , Civil lines, Raipur 492001, E-mail:- pdadb.raipur.cg@gov.in

# **INSTRUCTION TO BIDDERS**

## **1. Background**

CSRSP is engaged in the development of roads in the state of Chhattisgarh. Since 1<sup>st</sup> of July 2017 all the prevailing taxes were subsumed into GST. To make its endeavour more effective, the CSRSP has decided to engage a GST consultant for CSRSP for all the GST related assignment.

## **2. Scope of Work**

- a) Consultation and verification of claims of GST filed by Contractors on the contracts executed prior to introduction of GST in line with additional burden (If Any) on them due to introduction of GST.
- b) Day to Day Consultation /Advisory on Goods & Service Tax matters as applicable to authority
- c) Regular Consultation & Services for filing regular GST returns as per Government's directives within prescribed time limit.
- d) Consultation, preparation and drafting of replies to various correspondences to the concerned departments queries related to GST.
- e) Consultation & Assistance for calculation and deduction of TDS under GST & Filling of TDS statements/returns under GST within the prescribed time limit.
- f) Issuance of Certificates of TDS deducted to the contractors in the prescribed time limit.
- g) Assistance Services with respect to Audit/Manual Scrutiny/ Assessment under Goods and Services Tax Laws which will be carried out on regular basis.
- h) Consultation to the Authority's queries relating to applicability of GST on the transactions intended to be executed under contracts for purchase of Goods or Services or both and awarding contract, as per the requirements.
- i) Other related services as per the instruction of the Authority, if required.

## **3. Scope of Proposal**

Firms are advised that the selection of the Firm shall be on the basis of an evaluation by the CSRSP, through the Selection Process specified in this RFP. Firms shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the CSRSP's decision is without any right of appeal whatsoever;

The firm shall submit its Proposal in the form and manner specified in this RFP. Upon selection, the Firm shall be required to enter into an Agreement with CSRSP.



#### **4. Contract Period**

The Contract will be initially for a period of one year from the date of deployment of the firm in CSRSP and can be extendable for up to one year on same terms and conditions as set forth in this RFP. As desired by the Authority, this period may be extended up to the selection of Firm through the new RFP. The performance will be evaluated by CSRSP monthly and if any point of time performance not found satisfactory the agreement would be unilaterally terminated by CSRSP after the expiry of one month from the date of serving the notice in this regard.

#### **5. Termination of Contract**

- a) The premature termination or the suspension of the CSRSP engagement for which the CSRSP cannot be held responsible, will give rise to the right of the CSRSP to terminate this contract.
- b) Further, CSRSP reserves the right to terminate this contract for any of the following Reasons:
  - Unsatisfactory performance by the Firm;
  - Misconduct by the Firm/representative of the Firm or breach of the terms of this contract or any act or omission which in the reasonable opinion of the State Government, may bring the State Government into disrepute;
  - Significant incompatibility of the Firm.
- c) CSRSP shall have right to review the performance of the GST Consultancy Services and, if CSRSP is not desirous of continuation of the Services of the GST Consultancy Services on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 30 (Thirty) days and providing reasonable opportunity to the Firm to be heard.
- d) CSRSP or the Firm may terminate the Agreement by giving the termination notice of 30 (Thirty) days in advance;
- e) If CSRSP terminates the agreement, for any other reason and not as a result of any default by the Firm, then CSRSP will compensate the Firm for the Services performed till the date of notice of termination. The communication of termination of this Agreement shall be by means of written notice (“**Termination Notice**”).

#### **6. Conditions of Eligibility of Firms**

Firms must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Firms who satisfy the Conditions of Eligibility will be considered for evaluation. To be eligible for evaluation of its Proposal, the Firm shall fulfil the following Minimum Eligibility Criteria:

- The CA (Chartered Accountants) Firm should be a Proprietary/partnership Practicing Firm registered with ICAI.
- The CA Firms should be in Practice for a period of 10 years or more and empanelled with C&AG of India for the financial year 2019-20. (as per the latest Certificate of ICAI as on 01/01/2020 Firm Status Card & C&AG empanelment letter).
- The firm shall have minimum Annual Average Turnover of INR 1 Cr. (One Crore) from professional fees in the last three financial years i.e. 2017-18, 2018-19 & 2019-20. In case Annual Accounts for the latest Financial Year i.e. 2019-20 are not audited and therefore the Firm cannot make Annual Turnover for the year 2019-20 available, the Firm shall give an undertaking to this effect. In such a case, the Firm shall provide the details of Annual Turnover for the financial year 2016-17, 2017-18, 2018-19.
- Firm should have its office at Raipur. Proof as approved by the ICAI must be produced.
- The firm should have, during the last five years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Firm, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Firm. (Self Certification duly notarized to be attached)
- Firm should be working as a GST Consultant to any Government / semi Government Organization/Limited Company/Autonomous Organization/ PSU for at least 12 months.

## **7. Basis of Selection**

The Firm quoting minimum GST consultancy fee in the prescribed format as mentioned in FORM FIN -1 in this RFP for GST related consultancy services to CSRSP would be selected.

## **8. Conflict of Interest**

The selected firm and its affiliates shall not engage in consulting activities that conflict with the interest of the CSRSP. The firm should provide professional, objective and impartial advice and at all times hold the confidentiality of CSRSP and its interest paramount.

## **9. Format and Signing of Request for Proposal (RFP)**

The RFP shall be submitted in two parts:

- Part A – Technical Proposal
- Part B - Financial Proposal

The RFP shall be typed or written in indelible ink and shall be signed by the Firm or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the RFP prior to opening of the same.

## 10. Submission of RFP - Packing, Sealing and Marking

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with firm's name and address in the left hand corner of the envelope and super scribed in the following manner:-

Technical proposal should contain only the technical documents as desired in the RFP and in no circumstances should contain any financial offer and in the case of any violation shall lead to rejection of application. Any partial submission in technical as well as financial bid may also result in the rejection of the application.

- **Part-A** – Technical Proposal for Providing GST Consultancy Services to PIU ADB
- **Part-B** - Financial Proposal for Providing GST Consultancy Services to PIU ADB

## 11. Earnest Money Deposit (EMD)

- Proposal of firms should necessarily be accompanied by Earnest Money Deposit for an amount of INR 10,000/- (Indian Rupees Ten Thousand only) in the form of a Demand Draft in favor of Project Manager, ADB Project, C.G. State Road Sector Project, PWD, Raipur on any scheduled bank payable at Raipur in a separate sealed covered envelope duly superscribed by **“Envelope for Earnest Money Deposit (EMD)”**
- EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between CSRSP and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon two months after the completion of the assignment.
- EMD shall be forfeited in the following cases:
  - a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
  - b) If the successful Bidder fails to execute the Procurement Agreement within the stipulated time or any Extension thereof provided by PIU ADB
  - c) If the bidder withdraws its offer after submitting the proposal within the stipulated time
  - d) If the authority terminates the contract upon significant incompatibility or unsatisfactory performance by the firm/personnel.

## 12. Clarifications and Amendments to RFP Documents

At any time before the proposal due date CSRSP may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website **<https://pwd.cg.nic.in>**, **<https://eproc.cgstate.gov.in>** only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, CSRSP may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the

website of CSRSP only. In case there is a substantial change in RFP CSRSP will publish the revised RFP. Revised RFP will be uploaded in the website <https://pwd.cg.nic.in>, <https://eproc.cgstate.gov.in> and the same should be submitted.

### **13. Fraud and Corruption**

CSRSP requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the CSRSP:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
  - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the firm selection process or in contract execution;
  - (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
  - (c) “collusive practices” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a Firm selection process or the execution of a contract;
  - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a firm selection process, or affect the execution of a contract; and
- (ii) CSRSP will reject a proposal for award if it determines that the firm recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) CSRSP will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in CSRSP-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an CSRSP-financed contract; and
- (iv) CSRSP will have the right to require that, in firm selection documentation and in contracts financed by the CSRSP, a provision be included requiring bidders to permit the CSRSP or its representative to inspect their accounts and records and other documents relating to firm selection and to the performance of the contract and to have them audited by auditors appointed by the CSRSP.

### **14. Preparation of the Proposal**

- a. The Proposal shall be in English language. The original proposal (Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct

errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Technical and Financial proposal. All the documents should be Hard Bound.

- i. Bidder's proposal (the proposal) shall consist of two (2) envelopes -

Envelope-1	Technical Proposal
Envelope-2	Financial proposal

- ii. The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope – 2.
- iii. Soft copy of financial proposal shall not be submitted
- iv. The contents of the envelopes are set out in sub para 'b' below

b. Envelope 1: "Technical Proposal"

The following documents shall be submitted in Envelope 1 –

- i. A non refundable docket cost as a crossed demand draft is required to be enclosed for an amount of Rs 1000.00/- plus Goods and Service Tax (GST) @12% i.e. total Docket Cost of INR 1120 (INR One Thousand One Hundred Twenty only) drawn in favor of Project Manager, ADB Project, CG State Road Sector Project, PWD, Raipur on any Scheduled Bank payable at Raipur, Chhattisgarh and EMD of Rs. 10000/- as per clause 11 of ITB.
- ii. Certificate of Incorporation along with the registration of firm with ICAI.
- iii. Empanelment letter with C & AG of India for the financial year 2019-20.
- iv. Proof of Firm's office address at Raipur as approved by ICAI.
- v. The firm should provide audited Annual Reports for the F.Y. 2017-18, 2018-19 and 2019-20 in support of the Annual Turnover of the Firm from the Professional Fees.
- vi. Self certification of the Firms stating that during the last five years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Firm, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Firm.
- vii. Proof of working as a GST consultant to any Limited Company/Government and/or Semi Government/ Autonomous Organization/ PSU for at least 12 months.
- viii. RFP and draft Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

- c. Envelope 2: "Financial Proposal"
  - (i) The Financial proposal must be submitted in hard copy using Form FIN – 1 Bidders shall use only Indian currency in preparation of Forms FIN-1.
  - (ii) The Financial proposal shall be placed in a sealed Envelope 2 clearly marked by red felt pen "FINANCIAL PROPOSAL" and If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive. Decision of CSRSP in such case shall be final and binding.
- d. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- e. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
  - i. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - ii. received all such relevant information as it has requested from CSRSP; and
  - iii. Made a complete and careful examination of the various aspects of the Project.
- f. CSRSP shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- g. The rate quoted by the Firm in the Financial Proposal shall be exclusive of all taxes. The taxes shall be paid as per the prevailing rules. Necessary and standard deductions shall be made at the time of payment.
- h. The rates shall be quoted in figure and words both. If there is any variation between the rate of figure and word, then the rate quoted in word will be valid and acceptable.

#### **15. Submissions, Receipt and Opening of Proposals**

- a. All The two envelopes including the Envelope for EMD shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet and must be super scribed as "**Request for Proposal for providing GST Consultancy Services to Chhattisgarh State Road Sector Project**" at CSRSP.
- b. Proposals must be sent by speed post /registered post only, at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by CSRSP .No drop box facility shall be available.

## **16. Evaluation, Award and Signing of Agreement**

- From the time the proposals are opened till the time the contract is awarded, the bidder should not contact CSRSP on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
- No request for alteration, modification, substitution or withdrawal shall be entertained by CSRSP in respect of proposals already submitted by the bidder.
- Prior to evaluation of proposals CSRSP will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
  - a) It is received by the proposal Due Date including any extension thereof;
  - b) It is accompanied by the EMD of INR 10,000/- (Indian Rupees Ten Thousand only) in the form of a Demand Draft in favor of Project Manager, ADB Project, Raipur on any scheduled bank payable at Raipur.
  - c) It is accompanied by demand draft of INR 1,000.- (Indian Rupees One Thousand) plus Goods and Service Tax (GST) @12% i.e. total Docket Cost of INR 1,120/- (Indian Rupees One Thousand One Hundred Twenty only) in the form of a Non-refundable Demand Draft of any scheduled bank in favor of Project Manager, ADB Project, CG State Road Sector Project, Raipur payable at Raipur as docket cost.
  - d) It is signed, sealed, hard bound and marked as stipulated in this RFP document;
  - e) RFP and draft Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.
  - f) Letter of proposal in the prescribed format. (Appendix-A)
  - g) It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal; (Appendix-B)
  - h) It contains all the information (complete in all respects) as requested in the RFP;
- CSRSP reserves the right to reject any or all proposal without assigning any reason thereof.
- Financial Proposals shall be opened publicly in the presence of the Qualified Firm's or their representatives.
- The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the lower will prevail. In addition to the above corrections, as activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, CSRSP shall declare the Preferred Bidder as the Successful Bidder. CSRSP will notify the Successful Bidder through a Letter of Intent (LoI) that its Proposal has been accepted.

- The Successful Bidder(s) shall execute the Agreement within one week of sending the LoA (Letter of Acceptance) to CSRSP in the context of the received LoI as per clause 9, Evaluation, Award and Signing of Agreement Section-2 of this RFP from CSRSP or within such further time as CSRSP may agree to in its sole discretion.
- Failure of the Successful Bidder to execute the procurement agreement within specified period shall constitute sufficient grounds for the annulment of the LoI and forfeiture of the EMD.
- Notwithstanding anything contained in this RFP, CSRSP reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- Any conditional proposal submitted by bidder shall be summarily rejected by CSRSP
- The Technical Evaluation of only such Bidders fulfilling the Min. Eligibility Criteria as mentioned the RFP would be done, else all other proposal would be considered as non eligible.
- The contract shall commence from the date of issuance of the Work Order by CSRSP.

#### **17. Cost of the RFP**

RFP must necessarily be accompanied in a separate sealed envelope (as mentioned above) consisting of non refunding Docket cost amounting to INR 1,000/- (Indian Rupees One Thousand only) plus Goods and Service Tax (GST) @12% i.e. total Docket Cost of INR 1120/- (Indian Rupees One Thousand One Hundred Twenty only) in the form of a Demand Draft of a nationalized/national scheduled bank in the favour of Project Manager, ADB Project, CG State Road Sector Project, Raipur payable at Raipur Chhattisgarh.

#### **18. Validity of the Proposal**

The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). CSRSP reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

#### **19. Other terms and Conditions**

Bidders must fill up complete bid form and should submit in original duly signed all pages by the competent person of the firm. The document should be free from over writing. Any bid not bearing the signature in all the pages and documents accompanying the bid may be liable for rejection.

1. Bidders, which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable to be rejected.
2. The submission of a bid by the bidders implies that he has read and accepted the instructions, the conditions of the contract etc. and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.



3. After acceptance of rates the Company will not pay any extra charges for any reasons whatsoever even in case the contractor later on to have misjudged the conditions of the contract.
4. Rates shall be quoted both in words & figures in the price scheduled enclosed. In case of deviation of rates in figures and words, the rates which are on lower side shall be considered.
5. It shall not be obligatory for the Company or its officer to accept the lowest bid. The authority for the acceptance of the bid will rest with the Company, which does not bind itself to assign any reason for declining to consider any particular bid or bids.
6. The bid offer should be valid positively, for acceptance for a period of four months from the date of opening; otherwise liable for rejection.
7. Further information required (if any) can be had from the office of :-

**Project Director**

Chhattisgarh State Road Sector Project  
Sirpur Bhawan Campus,  
Behind Akashvani , Civil lines,  
Raipur 492001,  
Phone - 0771-4031102  
Fax - 0771-2331427  
E-mail:- pdadb.raipur.cg@gov.in

8. The bid received within due date and time through registered/speed post will only be accepted. The bids received after due date and time will not be accepted. CSRSP will not be responsible for postal service delay.
9. The CSRSP reserves the right to accept/reject any bid without assigning any reason thereof.
10. These conditions of the bid shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.
11. All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the Courts in Raipur and Bilaspur shall be the jurisdiction to determine the same.

## **20. Terms of Payment and Schedule**

- a. Payment to Firm would be done by CSRSP on production of Bills of monthly basis on rates as quoted by the firm in Financial Proposal after the necessary and standard deductions. These payments would also be linked to actual deliverables and would be subject to recommendations made by CSRSP at various point of time.
- b. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of CSRSP.

- c. The Selected bidder shall satisfactorily perform work as specified under the RFP to the CSRSP. The requisite payment will be released by the CSRSP upon receipt of the invoice within 15 days of receipt of the invoice, provided invoice is free from any discrepancy.

## **SECTION 3**

### **TECHNICAL PROPOSAL (Appendix- A & Appendix –B)**

#### **CONTENTS**

<b>TITLE</b>	<b>APPENDIX</b>
Letter of Proposal ( <i>On the letter head of the bidder</i> )	Appendix -A
Power of Attorney for signing of Proposal	Appendix - B

**Appendix – A**  
**Format for Letter of Proposal**  
*(Refer Clause 16 of Section 2)*

**To,**  
**Project Director**  
(ADB Project)  
Chhattisgarh State Road Sector Project  
Sirpur Bhawan Campus,  
Behind Akashvani , Civil lines,  
Raipur 492001,

**Sub: Request for Proposal (RFP) for Providing GST Consultancy Service to PD, CSRSP.**

**Dear Sir,**

1. With reference to your RFP document dated \*\*\* \*\*, We \_\_\_\_\_ (*Name & Address of the Bidder*), having examined the RFP Documents and understood their contents, hereby submit our Technical Proposal and Financial Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for the aforesaid Project, and we certify that all information provided in the Proposal along with the supporting documents are true and correct; nothing as been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We certify that during the last Five years, We have neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by us.
6. We agree and undertake to abide by all the terms and conditions of the RFP document.
7. We shall keep this Proposal valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
8. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

**Yours Faithfully**

**Date :**

**Place :**

(Signature, name and designation of the Authorised Signatory)

## Appendix – B

### Format for Power of Attorney for Signing of Proposal

(Refer Clause 16 of Section 2)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of .....and presently residing at ....., who is presently employed with us and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “Providing GST Consultancy Services to Chhattisgarh State Road Sector Project” including but not limited to signing and submission of all applications, Proposals, BIDs and other documents and writings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2019.

For .....  
(Signature,name, designation and  
Address) of person authorized by  
Board Resolution (in case of Firm/  
Company)/ Partner in case of  
Partnership firm

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Person identified by me/ personally appeared before me/Attested/Authenticated\*

(\*Notary to Specify as applicable)

(Signature Name and Address of the Notary)

Date:.....

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

# **SECTION 4**

## **FINANCIAL PROPOSAL STANDARD FORM**

### **CONTENTS**

<b>TITLE</b>	<b>APPENDIX/ FORM</b>
Format for financial proposal( <i>on the letter head of the bidder</i> )	Form FIN-1

**FORM FIN-I**

**Format for Financial Proposal**  
(On the letterhead of the Bidder)

To,

**Project Director**

Chhattisgarh State Road Sector Project  
Sirpur Bhawan Campus,  
Behind Akashvani, Civil Lines,  
Raipur - 492001  
Chhattisgarh.

**Sub: Request for Proposal (RFP) for Providing GST Consultancy Services to CSRSP.**

1. We, the undersigned, offer to provide the GST Consultancy services for the above in accordance with your RFP. Our Financial Proposal for Project is of INR..... per month and INR ..... per Annum.
2. The above quoted rates are excluding the Goods and Service Tax (GST). GST shall be payable to the Firm by the Authority as per the prescribed rate.
3. The above quoted rates are exclusive of all taxes, the taxes shall be paid as per the prevailing rates.
4. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal,
5. Our offer is as per terms & condition, scope of work referred in the RFP, we abide with the same.
6. TDS will be deducted as per prevailing rules of Income Tax.

Having gone through this RFP document, and having fully understood the scope of work for the Project as set out in this Information Docket document, we are pleased to quote the following fees for the Assignment:

**Fee for providing GST Consultancy Services:**

	<b>Monthly Fee (INR)</b>	<b>Annual Consultancy Fee (INR)</b>
Fee for providing GST Consultancy Services		

  

Total Amount Per Year for Providing GST Consultancy Services to CSRSP	In Words	
	In Figures	

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of bidder



**SECTION - 5**

**STANDARD FORM OF CONTRACT**

## DRAFT AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 at.....

BETWEEN:

CSRSP & Address (hereinafter referred to “CSRSP” or the “Authority” or the “First Party” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organisation, a company having its registered address at address of the firm (hereinafter referred to as the “Firm” or the “Second Party” which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

CSRSP and name of the firm are, collectively, referred to “Parties” and, individually, as “Party”.

WHEREAS:

- A. The Government of Chhattisgarh had entrusted to the CSRSP for the development of State Highways/ MDRs/ Other Village Roads.
- B. In response to the Request for Proposal under the above Tender, several proposals were received and after evaluating the same, the Proposal submitted by the Firm has been accepted and the Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ was issued;
- C. The Firm covenants to undertake the Assignment as set forth in the RFP (as in the RFP and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;
- D. In consideration thereof, CSRSP will pay Fee for providing GST Consultancy Services (hereinafter referred to as the “Fee”) as mentioned in Appendix- III and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;
- E. CSRSP hereby appoints (-----) as the Firm on the conditions laid down in the Agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Firm accepts the appointment:

Appendix I	General conditions of the Contract.
Appendix II	Scope of Services.

Appendix III	Fee for providing GST Consultancy Services payable to the Firm and accepted by PD.
Appendix IV	RFP for providing GST Consultancy Services to CSRSP.

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this Contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED

PD – First Party

By the hands of its authorised signatory

\_\_\_\_\_  
Authorised Signatory of the First Party

Name :

Address:

Name of the Firm – Second Party

\_\_\_\_\_  
Authorised Signatory of the Second Party

Name :

Registered Address:

In the presence of:

1.

2.

\_\_\_\_\_  
Name:

Address:

\_\_\_\_\_  
Name:

Address:

## **Appendix I**

### **General Conditions of Contract**

#### **1. ENTIRE AGREEMENT**

This Agreement, including any Exhibits and any Appendices thereto, constitutes the entire Agreement between Authority and Firm. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

#### **2. SEVERABILITY**

Every paragraph, part, term or provision of this Agreement is severable from the others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

#### **3. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between PD and Firm, or CSRSP' and Firm's officers, directors, partners, managers, employee or agents. The Firm, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

#### **4. DURATION OF THE CONTRACT**

The Contract will be initially for a period of one year from the date of deployment of the personnel in PIU PD and can be extendable for up to one year on same terms and conditions as set forth in this RFP.

#### **5. MODE OF PAYMENT**

All invoices shall be submitted for payment to the following address:

**Project Director**, PIU, CSRSP, Sirpur Bhawan Campus, Behind Akashwani, Civil Lines, Raipur (C.G.) 492001

#### **6. PENALTY FOR DEFAULT**

- Penalty as mentioned in the RFP attached is subject to a maximum of 10% of the total cost of Services.
- In the event of total default / failure by the Firm in providing satisfactory Services, CSRSP reserves the right to get the Services executed by any other Firm at the cost and risk of the Second Party.

## **7. TERMINATION OF THE AGREEMENT**

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:

- CSRSP shall have right to review the performance of the GST Consultancy Services and, if CSRSP is not desirous of continuation of the Services of the GST Consultancy Services on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 30 (Thirty) days and providing reasonable opportunity to the Firm to be heard.
- CSRSP or the Firm may terminate the Agreement by giving the termination notice of 30 (Thirty) days in advance;
- If CSRSP terminates the agreement, for any other reason and not as a result of any default by the Firm, then CSRSP will compensate the Firm for the Services performed till the date of notice of termination. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

## **8. RESPONSIBILITIES AND OBLIGATIONS OF THE FIRM**

The Firm shall:

- a. Provide the Services as set out in RFP Appendix II;
- b. The representative of the firm shall visit the head office of CSRSP, at least once in a week.
- c. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- d. Be bound to comply with any written direction of CSRSP to reasonably vary the Scope, Sequence of timing of the Services.

## **9. INDEMNIFICATION**

- Firm shall indemnify, defend and hold CSRSP harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against CSRSP by reason of or arising out of Firm's, gross negligence or willful misconduct with respect to Firm's duties and activities within the scope of this Agreement.
- Except for Firm's gross negligence or willful misconduct, CSRSP shall indemnify, defend and hold Firm and its partners, directors, officers, agents, servants and employees (collectively, the "Firm Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Firm Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Firm's duties and activities within the scope of this Agreement.
- CSRSP shall indemnify, defend and hold Firm harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including

reasonable attorney's fees and court costs sustained or incurred by or asserted against the Firm by reason of or arising out of the CSRSP's/ negligence, willful misconduct with respect to the CSRSP's duties and activities, including but not limited to any information provided by the CSRSP to the Firm upon which the Firm shall rely in providing the Services.

### **Limitation of Liability**

Firm's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Firm for the Services rendered under this Agreement.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Agreement or any Services provided hereunder shall be limited to such party's actual, direct damages.

### **10. CONFIDENTIALITY**

The Firm shall treat the details of the output of the Assignment and the Services as confidential and for the Firm's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to CSRSP or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of CSRSP .

Firm shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports or data) which may be delivered to Firm by Client and identified as "Confidential."

Firm shall also treat as confidential and shall not disclose to others, except as required by law, this form of Agreement.

Nothing above, however, shall prevent Firm from disclosing to others or using in any manner information, which Firm can demonstrate:

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of Firm, their employees, agents, contractors and/or Firms; or,
- b. Has been furnished or made known to Firm by a third party (other than those acting directly or indirectly for or on behalf of Firm or CSRSP) as a matter of legal right without restrictions on its disclosure; or,
- c. Was in Firm's possession prior to disclosure thereof by CSRSP;
- d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Firm or any of its employees, agents, contractors and/or Firms;

- e. The foregoing obligations in this Clause 10 shall survive for a period of one (1) year following the termination or expiration of this Agreement.

#### **11. OTHER CONDITIONS**

In the event that CSRSP desires the Firm to perform such additional services which are not within the Scope of Work as laid out in Appendix II, the Firm shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

Notwithstanding anything contained above, only such additional work may be undertaken so that all the conditions laid below are met, both jointly and severally:

- a. The additional work does not come in conflict with any existing laws statutory regulations or ordinances / guidelines of the land applicable in the Union of India and the State of Chhattisgarh as on date of the renegotiation;
- b. The additional work does not come in conflict with any internal corporate policy / regulation / guidelines / practice of the Firm as on date of the renegotiation;
- c. The Technical and Procurement of Services expertise of the Firm allows the Firm to undertake such work.

CSRSP shall provide the Firm documents / information / reports as may be required by the Firm to enable it to provide the Services. CSRSP undertakes and agrees to furnish to the Firm from time to time such other documents / information / reports in its possession and / or knowledge as it may consider relevant to perform the Services, as and when such information is received by / available with CSRSP.

All the intellectual property conceived, originated, devised, developed or created by the Firm, its agents, specifically for the purpose of rendering the Services shall vest with CSRSP unless otherwise agreed, between CSRSP and the Firm. CSRSP as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

Unless otherwise agreed, CSRSP shall have the copyright on all the reports, documents, etc., authored, prepared or generated under the agreement during the course of the Services to be provided by the Firm.

#### **12. COMPLIANCE WITH LAWS**

- a. The Firm shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- b. All the instructions/notifications issued by Government of Chhattisgarh regarding the payment/salary of employees being recruited through this tender would be applied on this contract mutatis mutandis.

### **13. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the Union of India. The Courts of Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

### **14. DISPUTE RESOLUTION**

#### **Amicable resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the “Dispute”) shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

#### **Arbitration**

##### **Procedure**

Any Dispute which is not resolved amicably within 30 days from the date last written communication from either Party shall be referred to the arbitration, which arbitration shall be governed by the Chhattisgarh Madhyastham Adhikaran Adhiniyam 1983 (Arbitration Act).

##### **Place of Arbitration**

The place of Arbitration shall be compulsorily at Raipur.

##### **English language**

The request for Arbitration, the answer to the request, the terms of reference, any written or oral submissions, any orders and awards shall be in the English/Hindi language.

##### **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

##### **Performance during Dispute Resolution**

Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

### **15. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operation or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or



other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

**16. MODIFICATION**

Modification of the terms and conditions of this Agreement, including any modification of the scope of Services, may only be made by written agreement between the Parties.

**17. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including, but not limited to a notice of waiver of any term, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

**18. TRANSFER OF AGREEMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

**19. VARIATIONS**

CSRSP may, by written notice to the Firm, direct the Firm to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Firm shall be bound to comply with the direction.

## **Appendix II**

### **Scope of Work**

1. Consultation and verification of claims of GST filed by Contractors on the contracts executed prior to introduction of GST in line with additional burden (If Any) on them due to introduction of GST.
2. Day to Day Consultation /Advisory on Goods & Service Tax matters as applicable to authority.
3. Regular Consultation & Services for filing regular GST returns as per Government's directives within prescribed time limit.
4. Consultation, preparation and drafting of replies to various correspondences to the concerned departments queries related to GST.
5. Consultation & Assistance for calculation and deduction of TDS under GST & Filling of TDS statements/returns under GST within the prescribed time limit.
6. Issuance of Certificates of TDS deducted to the contractors in the prescribed time limit.
7. Assistance Services with respect to Audit/Manual Scrutiny/ Assessment under Goods and Services Tax Laws which will be carried out on regular basis.
8. Consultation to the Authority's queries relating to applicability of GST on the transactions intended to be executed under contracts for purchase of Goods or Services or both and awarding contract, as per the requirements.
9. Other related services as per the instruction of the Authority, if required.

### **Appendix –III**

**Fee for providing GST Consultancy Services payable to the Firm and accepted by Project Director ADB Project.**

## **Appendix IV**

**RFP for providing GST Consultancy Services to Project Director ADB.**