



## Corrigendum 3

Date: 21.06.2022

E-Tender Notice:

ST/ACC/FT/Tax Consultant/196

Tender Id: 2022\_MSRTC\_797708\_1

Sr. No	Section No.	Section Name	Page No.	Point	Response/Clarification
1.	1.2	Key Terms-Definition	7	Bidder(s)/Agency/ Operator ---  Business Organization/Firm who shall supply, operate and maintain buses	Revised clause to be read as: Bidder(s)/Agency ---  Any Chartered Accountants Firm submitting its proposal for providing services to MSRTC
2.	2.21	Pre-Qualification Criteria	18	The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.  Documents to be submitted: • Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and • Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure F	Revised clause to be read as:  The Bidder shall have minimum average turnover of <b>Rs. 1.0 Cr</b> in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.  Documents to be submitted:  • Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and • Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format

Sr. No	Section No.	Section Name	Page No.	Point	Response/Clarification
3.	2.23	Technical Evaluation Criteria	19	<p>The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.</p> <p>Avg. Turnover (in INR)</p> <p>&gt;=1.5 Cr and &lt;2 Cr: 18 marks</p> <p>&gt;=2 Cr and &lt;2.5 Cr: 24 marks</p> <p>&gt;=2.5 Cr: 30 marks</p> <ul style="list-style-type: none"> <li>Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure F</a></li> </ul>	<p>Revised clause to be read as:</p> <p>The Bidder shall have minimum average turnover of Rs. 1.0 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.</p> <p>Avg. Turnover (in INR)</p> <p>&gt;=1.0 Cr and &lt;1.5 Cr: 20 marks</p> <p>&gt;=1.5 Cr and &lt;2.0 Cr: 25 marks</p> <p>&gt;=2.0 Cr: 30 marks</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> <li>Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure F</a></li> </ul>

Sr. No	Section No.	Section Name	Page No.	Point	Response/Clarification
4.	5.2	Checklist for documents to be included in the Pre-Qualification Envelope	36	<p>The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> <li>• Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>• Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure F</li> </ul>	<p>Revised clause to be read as:</p> <p>The Bidder shall have minimum average turnover of <b>Rs. 1.0 Cr</b> in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> <li>• Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>• Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure F</li> </ul>

Sl. No.	Section No.	Section Name	Page No.	Point	Response/Clarification
5.	6.2	Checklist for the documents to be included in the Technical qualification Envelope	42	<p>The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.</p> <p>Avg. Turnover (in INR)</p> <p>&gt;=1.5 Cr and &lt;2 Cr: 18 marks</p> <p>&gt;=2 Cr and &lt;2.5 Cr: 24 marks</p> <p>&gt;=2.5 Cr: 30 marks</p> <ul style="list-style-type: none"> <li>Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure F</u></li> </ul>	<p>Revised clause to be read as:</p> <p>The Bidder shall have minimum average turnover of Rs. 1.0 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.</p> <p>Avg. Turnover (in INR)</p> <p>&gt;=1.0 Cr and &lt;1.5 Cr: 20 marks</p> <p>&gt;=1.5 Cr and &lt;2.0 Cr: 25 marks</p> <p>&gt;=2.0 Cr: 30 marks</p> <p>Documents to be submitted</p> <ul style="list-style-type: none"> <li>Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure F</u></li> </ul>

*[Signature]*  
22/08/2022  
& CAO, MSRTC

Financial Adviser & Chief Accounts Officer

Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Corrigendum 2

Date: 20.06.2022

E-Tender Notice:

ST/ACC/FT/Tax Consultant/196

Tender Id: 2022\_MSRTC\_797708\_1

Sr. No	Section No.	Section Name	Page No.	Point	Response/Clarification
1.	1.3 & 2.1	Tender Schedule & Key Events and Dates		Last date of Bid Submission 17/06/2022 17:00 IST  Pre-Qualification Bid Opening 21/06/2022 12:00 IST	Revised clause to be read as:  Last date of Bid Submission 07/07/2022 17:00 IST  Pre-Qualification Bid Opening 11/07/2022 12:00 IST

  
Financial Adviser & Chief Accounts Officer  
FA & CAO, MSRTC



Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Corrigendum 1

Date: 23.05.2022

E-Tender Notice:

ST/ACC/FT/Tax Consultant/196

Tender Id: 2022\_MSRTC\_797708\_1

Sr. No	Section No.	Section Name	Page No.	Point	Response/Clarification
1.	1.3 & 2.1	Tender Schedule & Key Events and Dates		<b>Last date of Bid Submission</b> <b>31/05/2022 17:00 IST</b>  <b>Pre-Qualification Bid Opening</b> <b>02/06/2022 12:00 IST</b>	Revised clause to be read as:  <b>Last date of Bid Submission</b> <b>17/06/2022 17:00 IST</b>  <b>Pre-Qualification Bid Opening</b> <b>21/06/2022 12:00 IST</b>

  
**FA & CAO, MSRTC**  
Financial Adviser & Chief Accounts Officer



## **Request for Proposal for Appointment of Income Tax Consultant at MSRTC**

**Tender Reference No: ST/ACC/FT/Tax Consultant/196**

**Tender Fee: INR 14,000 + 18% GST = 16,520/-**

**Date: 13.05.2022**

*Issued By:*

**Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department , 2ndFloor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008  
Tel No – 022-23023949  
Website- <https://msrtc.maharashtra.gov.in>  
Email: [aao.fandt@yahoo.in](mailto:aao.fandt@yahoo.in)**



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## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

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## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 1 Disclaimer

This Request for Proposal (RFP) for “**Appointment of Income Tax Consultant at MSRTC**” is issued by Maharashtra State Road Transport Corporation (MSRTC).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MSRTC, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Appointment of “**Appointment of Income Tax Consultant at MSRTC**”, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MSRTC. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for deciding for participation in this process. Each party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MSRTC Project, the regulatory regime which applies thereto and by and all matters pertinent to the MSRTC Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MSRTC Project. MSRTC shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MSRTC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MSRTC in selecting the Service Provider who qualifies through this RFP shall be final and MSRTC reserves the right to reject any or all the bids without assigning any reason thereof. MSRTC further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MSRTC may terminate the RFP process at any time without assigning any reason and upon such termination MSRTC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



## 1.1 Abbreviations

Abbreviation	Description
<b>EMD</b>	Earnest Money Deposit
<b>DSC</b>	Digital Signal Certificate
<b>GCC</b>	General Contract Conditions
<b>IBA</b>	Indian Bank Association
<b>ICAI</b>	Institute of Chartered Accountants of India
<b>LOA</b>	Letter of Award
<b>LOI</b>	Letter of Intent
<b>MSRTC</b>	Maharashtra State Road Transport Corporation
<b>NDA</b>	Non-Disclosure Agreement
<b>NIC</b>	National Informatics Centre
<b>PDF</b>	Portable Document Format
<b>RBI</b>	Reserve Bank of India
<b>RFP</b>	Request for Proposal
<b>SD</b>	Security Deposit
<b>TEC</b>	Tender Evaluation Committee
<b>ULB</b>	Urban Local Body



## 1.2 Key Terms- Definition

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MSRTC.
Bidder(s)/Agency/ Operator	Business Organization/Firm who shall supply, operate and maintain buses
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Authority/ Corporation	This means Maharashtra State Road Transport Corporation (MSRTC).
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract Period	3 years from date of signing of agreement. Can be further extended for a period of 2 years with mutual consent subject to satisfactory performance review. Post 3 years extension will be given annually. (1+1) year.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MSRTC, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MSRTC to demonstrate commitment and intention to complete the process of selection of Bidder for implementation in MSRTC.
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Selected Bidder/Successful Bidder/Shortlisted Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.



### 1.3 Tender Notice

#### **TENDER NOTICE**

**Tender Reference No: ST/ACC/FT/Tax Consultant/196**

**Date: - 13.05.2022**

MSRTC, a leading Passenger Road Transport Organization, invites online tender (Technical bid and Financial bid) from reputed experienced professional organizations for “**Appointment of Income Tax Consultant at MSRTC**”. For this purpose, MSRTC intends to solicit Technical and Financial bid from prospective Bidder. The prospective firms may download the tender document from website <https://mahatenders.gov.in> during the period 13/05/2022 15:30 IST to 31/05/2022 17:00 IST and should submit their Technical and Financial bid offers online on <https://mahatenders.gov.in> on or before **31.05.2022 17:00 IST**. For complete details & formats of e-tender can also be obtained from website <https://msrtc.maharashtra.gov.in>. Tender fee of **Rs. 16,520/-** (non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MSRTC reserves the right to reject any/all applications without assigning any reasons whatsoever.

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#### **DISCLAIMER**

1. Detailed schedule for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in these tender documents under "**TENDER SCHEDULE**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity. Bidder is advised to check website <https://mahatenders.gov.in> for updates in schedule.
2. In the event MSRTC will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
3. The tenderers must follow the schedule of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
4. MSRTC will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
5. Bidder must get done all the e-tendering activities well in advance.



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 1.4 Tender Schedule

Sr. No	Particulars	Date
1	Tender Publish	13/05/2022 15:30 IST to 31/05/2022 17:00
2	Last date of submission of Pre- Bid	18/05/2022 12:00 IST
3	Pre-Bid Meeting	19/05/2022 12:00 IST
4	Last date of Bid submission	31/05/2022 17:00 IST
5	Pre-qualification opening	02/06/2022 12:00 IST
6	Technical opening	Will be intimated later to the qualified
7	Financial Bid opening	Will be intimated later to the qualified bidders

#### Note:

1. Earnest Money Deposit of **Rs. 1,40,000/-** through online payment mode only available on portal <https://mahatenders.gov.in>
2. All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone number in case of any doubts/information/difficulty regarding online enrolment or obtaining digital certificate 0120-4001 002 || 0120-4200 462 || 0120-4001 005 || 0120-6277 787
3. Bidders should submit tender related document online only
4. Other instructions can be seen in the tender document. All rights to accept/reject any/all bids is reserved by MSRTC only
5. The Electronic Tendering System of Government of Maharashtra is available on the portal <https://mahatenders.gov.in>



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 1.5 Invitation for Bids

1. MSRTC hereby invites proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document (RFP) for the “**Appointment of Income Tax Consultant at MSRTC**”.
2. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through online payment gateway mode available on <https://mahatenders.gov.in>
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class – III or above) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Master System Integrator (MSI) such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer “Bidders Manual Kit” available on <https://mahatenders.gov.in> for further details about the e-tendering process.
5. Bidders are advised to study this bidding document carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

**The summary of details about this invitation of bids are listed in the table below: -**

Sr. No.	Items	Description
1.	Tender Reference No.	<b>ST/ACC/FT/Tax Consultant/196</b>
2.	Name of the Project	<b>Appointment of Income Tax Consultant at MSRTC</b>
3.	RFP Document Download Start / End Date & Time	13/05/2022 15:30 IST to 31/05/2022 17:00 IST For more information, please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
4.	Last date to send in requests for clarifications (pre-bid queries)	All the queries should be received on or before 18/05/2022 12:00 IST, through email only with subject line as follows: “Pre-Bid queries –<Bidders Name>”. The queries should be submitted as per the format prescribed in <u>Annexure A</u> . The Pre-Bid queries to be sent to the Email Id – <a href="mailto:aao.fandt@yahoo.in">aao.fandt@yahoo.in</a> Note: - No queries will be entertained after last date of Pre-bid query submission.
5.	Date, Time and Place of pre- bid meeting	<b>19/05/2022 12:00 IST</b> <b>Financial Advisor and Chief Accounts Officer,</b> <b>Maharashtra State Road Transport Corporation,</b> <b>Maharashtra Vahtuk Bhavan, Accounts Department</b> <b>, 2ndFloor, Dr. A. N Road, Mumbai Central,</b> <b>Mumbai – 400 008</b>





## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Sr. No.	Items	Description
6.	Last date (deadline) for submission of bids	19/05/2022 12:00 IST
7.	Tender fee to be paid via online payment gateway mode only on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>	Rs. 16,520/- (Including GST)
8.	Earnest Money Deposit (EMD) to be paid via online payment gateway mode available on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>	Rs. 1,40,000 (Rupees One Lakh Forty Thousand Only)
9.	Date and time of opening of Pre-Qualification qualification proposal	02/06/2022 12:00 IST
10.	Date and time of opening of Technical qualification proposal	Will be intimated later to the qualified bidders
11.	Date, time and place of opening of Commercial Proposals	Will be intimated later to the qualified bidders
12.	Security Deposit	10% of Total Contract Value (TCV)
13.	Security Deposit Validity	Contract Completion Period + 6 Months
14.	Last Date for Signing Contract	As intimated in work order awarded by MSRTC
15.	Bid Validity Period	180 days from the date of submission of Bid
16.	Contract Period	3 Years. May be extended for a period of 2 years with mutual consent subject to satisfactory performance review. Post 3 years extension will be given annually. (1+1) year.
17.	<b>Contact Officer:</b> Financial Advisor and Chief Accounts Officer, Maharashtra State Road Transport Corporation, Maharashtra Vahtuk Bhavan, Accounts Department, 2 <sup>nd</sup> Floor, Dr. A. N Road, Mumbai Central, Mumbai – 400 008 Tel No – 022-23023949 Website- <a href="https://msrtc.maharashtra.gov.in">https://msrtc.maharashtra.gov.in</a> Email: <a href="mailto:aao.fandt@yahoo.in">aao.fandt@yahoo.in</a>	

*Note: Prospective Bidders may visit MSRTC Accounts Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical qualification bid submission.*



## 2 Instructions to Bidders

### 2.1 Introduction of MSRTC

Maharashtra State Road Transport Corporation (MSRTC) is a leading passenger road transport organization having a fleet strength over 17,000 buses and operating approx. 85,000 bus trips daily. More than 60 lakhs passengers (on an average) are availing MSRTC's services daily. MSRTC's organizational setup is as under :

Offices	Numbers
Central Office	1
Divisional Offices	31
Depots	250
Central Workshops	3
Tyre Retreading Plants	9
Central Training Institute	1
No. of bus stations	607

The three tiers of the organization, namely Central Office, Division and Depot setup are in existence in MSRTC. Central Office decides the policy and it is implemented through divisions and from division to depots.

### 2.2 Purpose

MSRTC hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “**Appointment of Income Tax Consultant at MSRTC**” as this document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 3 of this RFP document.

#### **Address for Correspondence & Contact Person:**

Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2nd Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008  
Tel No – 022 23023964 / 022-23023949  
Website- <https://msrtc.maharashtra.gov.in>  
Email: [aao.fandt@yahoo.in](mailto:aao.fandt@yahoo.in)



## 2.3 Consortium and Subcontracting

Consortium or joint ventures and Sub-contracting are not allowed.

## 2.4 Completeness of Response

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

## 2.5 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MSRTC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MSRTC and MSRTC shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of MSRTC and no copyright/patent etc. shall be entertained by MSRTC.

## 2.6 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as prescribed in the [Annexure A](#). The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained after last date of Pre-bid query submission. This response of MSRTC shall become integral part of RFP document. MSRTC shall not make any warranty as to the accuracy and completeness of responses.

## 2.7 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-tendering portal and shall be part of RFP.
2. The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. The MSRTC also reserves the right to amend the dates mentioned in this RFP.

## 2.8 Supplementary Information to the RFP

If MSRTC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

## 2.9 MSRTC's Right to Terminate the Process

MSRTC may terminate the RFP process at any time and without assigning any reason. MSRTC reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the e-tendering portal.



## 2.10 Earnest Money Deposit (EMD)

1. Bidders shall submit EMD of Rs. 1,40,000/- (Rupees One Lakh Forty Thousand only) through online e-Tendering Payment Gateway mode only.
2. EMD of unsuccessful Bidder(s) will be returned within 60 days from the date of award of contract to the contractor. EMD of successful bidder will be returned only after submission of Security Deposit and Signing of Contract.
3. No interest will be paid by MSRTC on the EMD amount and EMD will be refunded to all Bidders (including the Successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited in case:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of Successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MSRTC shall reject the bid and, if necessary, initiate appropriate action.
6. The decision of the MSRTC regarding forfeiture of the EMD shall be final and binding upon bidder.

## 2.11 Authentication of Bid

Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

## 2.12 Language of Bid

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MSRTC's discretion.

## 2.13 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

## 2.14 Bid Submission Instructions

1. Complete bidding process will be **online (e-Tendering) in 3 (Three) envelope system**. Submission of bids shall be in accordance with the instructions given in the following table:



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Particulars	Instructions
<b>Envelope A: Pre-qualification Proposal</b>	<p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p> <p>Pre-Qualification Proposal shall comprise of following</p> <ol style="list-style-type: none"> <li>Checklist for Pre-Qualification Proposal</li> <li>Scanned copy of EMD</li> <li>Scanned copy of Receipt of the Tender Fees</li> <li>Pre-Qualification documents</li> <li>Bidder and Bidding Firm Details</li> </ol> <p>Scanned copy of Receipt of the Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p>
<b>Envelope B: Technical Proposal</b>	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.</p> <p>Technical Qualification Proposal shall comprise of following</p> <ol style="list-style-type: none"> <li>Checklist for Technical-Qualification Proposal</li> <li>Technical Qualification documents</li> <li>Project citation</li> </ol>
<b>Envelope C: Financial Proposal</b>	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way the bidder shall indicate its Financial Offer in any Envelope other than <b>Envelope C</b>. In case it is found, MSRTC shall summarily reject the proposal of the said bidder.</p>

2. The following points shall be kept in mind for submission of bids:
  - MSRTC shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
  - The Bidder is expected to take into consideration the price all the services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
  - MSRTC may seek clarifications from the Bidder on the Pre-Qualification and Technical



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Qualification proposal. Any of the clarifications by the Bidder on the Pre-Qualification and Technical Qualification proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all services mentioned in the scope of work.

- d. Financial Proposal shall not contain any Technical Qualification information.
- e. The documents submitted by the Bidder for Pre-Qualification and Technical Qualification criteria should be signed and attested by one single authorized personnel from the respective company whose details are given.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MSRTC reserves the right to reject the proposal.
- g. Any Proposals sent by fax/post/courier or any other medium except e-Tendering system shall be rejected.

### 2.15 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

### 2.16 Modification and Withdrawal of Proposals

No proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

### 2.17 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirements of the MSRTC.

### 2.18 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### 2.19 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MSRTC reserves all the rights to postpone or cancel a scheduled bid opening.
3. Bid opening shall be conducted in three stages.



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4. In the first stage, tender fees, EMD and pre-qualification proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP.
5. In the second stage, Technical Qualification proposals of those Bidders who qualify Pre-Qualification criteria shall be opened and evaluated.
6. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
7. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MSRTC, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, MSRTC will continue process and open the bids of the all bidders.
8. During bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MSRTC has the right to reject the bid after due diligence is done.

### 2.20 Evaluation Process

1. Tenders will be scrutinized by the committee formed by MSRTC. This committee shall act as a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in Section 2.21 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. The financial proposals of the qualified Bidders (whose all Technical qualifications criteria are qualified) shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
5. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
6. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.



## 2.21 Pre-Qualification Criteria

PQ	Pre-Qualification Requirement	Documents
<b>PQ 1</b>	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/ Registration and Copy of the list of properly constituted management/ governing body of the Organization Memorandum of Association, Article of Association or</li> <li>• A partnership deed duly registered under the Partnership Act and Registration Certificate</li> </ul>
<b>PQ 2</b>	The Bidder should have been registered with ICAI and practicing in India for last 10 years as on bid submission date.	<ul style="list-style-type: none"> <li>• Constitution Certificate of the firm</li> </ul>
<b>PQ 3</b>	The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.	<ul style="list-style-type: none"> <li>• Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>• Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure F</a></li> </ul>
<b>PQ 4</b>	The bidder should have experience in handling direct & indirect tax-related matters in the last 10 years as on bid submission date.  Central Statutory Audit of Public Sector Banks/ Financial Institutions will be an added advantage.	<ul style="list-style-type: none"> <li>• Client Certificate / Appointment letter issued by the organization clearly indicating the period covered.</li> </ul>
<b>PQ 5</b>	The Bidder should have at least Three paid full-time partners and five full time employees having post Qualification experience in Direct and Indirect Tax matters for the last five years as on bid submission date.	<ul style="list-style-type: none"> <li>• Certificate from Bidder's Partner / authorized representative(s) with details of Employees as per <a href="#">Annexure E</a></li> <li>OR</li> <li>• List of the employee on the letter head (as per <a href="#">Annexure E</a>) of the Company duly signed by Authorized Signatory.</li> </ul>
<b>PQ 6</b>	The Bidder should not have been blacklisted/ debarred by any Government Financial Institutions/Banks/ RBI/ ICAI/ IBA/ Government/ Semi-Government departments/ PSUs/ or any other Institution or Agency in India in last 10 years	<ul style="list-style-type: none"> <li>• A self-certified letter signed by the Authorized Signatory of the Bidder as per <a href="#">Annexure B</a></li> </ul>





## 2.22 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in **Section 2.21** of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.
2. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
3. MSRTC reserve the right to accept or reject any or all bids without giving any reasons thereof.
4. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

## 2.23 Technical Evaluation Criteria

S. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required
<b>TE1</b>	<b>Financial Strength (30 Marks)</b>			
TE1.1	The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.	<p>Avg. Turnover (in INR)</p> <p><math>\geq 1.5</math> Cr and <math>&lt; 2</math> Cr: 18 marks</p> <p><math>\geq 2</math> Cr and <math>&lt; 2.5</math> Cr: 24 marks</p> <p><math>\geq 2.5</math> Cr: 30 marks</p>	<b>30</b>	<ul style="list-style-type: none"> <li>• Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>• Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure F</a></li> </ul>
<b>TE2</b>	<b>Relevant Bidder Experience &amp; Certification (40 Marks)</b>			
TE2.1	The bidder should have experience of being a consultant for an engagement duration of at least 1 year at any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies/ Private Company in India regarding Service Tax / GST as on date of bid submission	<p>Duration of engagement:</p> <p>a) 1 year of continuous engagement: 09 marks</p> <p>b) 2 years of continuous engagement: 12 marks</p> <p>c) 3 years of continuous engagement: 15 marks</p> <p>Bidders having registered office in Mumbai and in suburban area will be given additional 05 Marks</p>	<b>20</b>	<p>Work Order/Agreement &amp; Certificates from the client clearly depicting required details of the ongoing or completed project. Project Citation as per format specified in Clause 6.3.</p> <p>Address Proof of Head/Regional office at Mumbai or Suburban Mumbai.</p> <p>Registered sale or lease agreement/ maintenance or utility bills in the name of bidder</p>



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S. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required
TE2.2	The Firm should have experience in Direct or Indirect Tax Consulting in any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies/ Private Company in India as on date of bid submission	a) 1 project: 09 marks b) 2 to 3 projects: 12 marks c) 4 projects and above: 15 marks Bidders having experience of working with any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies will be given additional 05 marks	<b>20</b>	Work Order/Agreement from the client clearly depicting required details and Certificate from the client for ongoing projects or completed projects. (Clearly mentioning experience in Direct or Indirect Tax Consulting)  Project Citation as per format specified in Clause 6.3.
<b>TE3</b>	<b>Key Professionals Experience (30 Marks)</b>			
TE 3.1	The Bidder should have at least Three full-time partners having post Qualification experience in Direct and Indirect Tax matters for the last five years as on bid submission date. All Qualifying Partners must associated with the firm for a period not less than one year as on date of bid submission	No. of full-time Partners a) 3 Partners: 12 marks b) 4 Partners: 16 marks c) 5 Partners: 20 marks	<b>20</b>	Self-declaration and necessary proof to showcase employee skills and on payroll ( <a href="#">Annexure E</a> )
TE3.2	The Bidder should have at least Five full-time Employees having post Qualification experience in Direct and Indirect Tax matters for the last five years as on bid submission date. All Qualifying Employees must be associated with the firm for a period not less than one year as on date of bid submission	No. of full-time Employees a) 5 Employees: 6 marks b) 10 Employees: 8 marks c) 15 Employees: 10 marks	<b>10</b>	Self-declaration and necessary proof to showcase employee skills and on payroll ( <a href="#">Annexure E</a> )
		<b>Total</b>	<b>100</b>	

### 2.24 Evaluation of Technical Proposal

- TEC shall review the technical proposal of the pre-qualified bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
- Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points (Refer Section 2.22) based on the technical evaluation criteria detailed in the RFP.



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7. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for Technical qualification evaluation.
8. **Bidders who have scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.**
9. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
10. MSRTC reserve the right to accept or reject any or all bids without giving any reasons thereof.
11. MSRTC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals
12. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
13. MSRTC reserves the rights to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the Technical qualification evaluation process.

### 2.25 Financial Evaluation

1. The commercial envelope of only those bidders who are qualifying in Technical qualification evaluation criteria shall be opened.
2. The bidder's will be ranked based on their bids for providing least quotations as per given Financial Format. Bidder's whose financial proposal is the lowest (hereby referred to as L1 Bidder) shall be considered eligible for award of contract.
3. Following distribution of order shall be followed
  - In case of only one L1 bidder, entire order may be awarded to successful bidder.
  - Two or more Bids: If there is more than 1 bidder quoting the same lowest rate, then MSRTC may:
    - Award the project to the more technically qualified bidder. If there is a tie again, MSRTC may award the project to the more financially strong bidder as per the submitted documents based on total turnover OR
    - Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; OR
    - MSRTC may either choose to accept the Proposal of the preferred Bidder or invite him for negotiations.
4. MSRTC reserves the right to confirm the preferred bidder as successful bidder subject to negotiations and approval of competent authority.
5. In cases of discrepancy between the prices quoted in words and in figures, the lowest of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

### 2.26 Award of Contract

#### 2.26.1 Award Criteria

1. The bidder quoting the least quotation commercials stands L1 and would be considered for award of



contract.

2. However, MSRTC reserves the right to further negotiate the quotations by the most responsive bidder.

### 2.26.2 MSRTC's Right to accept any Bid and to reject any or all Bids

MSRTC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MSRTC's action.

### 2.26.3 Letter of Intent

MSRTC will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. MSRTC will promptly notify each unsuccessful bidder(s).

### 2.26.4 Letter of Acceptance

The successful Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the Letter of Acceptance (LOA) in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MSRTC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After LoA , security deposit to be submitted as per LoI by the successful Bidder within the stipulated time mentioned in LoI failing to do so MSRTC may take necessary actions.

### 2.26.5 Issuance of Work Order

Post submission of security deposit by the Successful Bidder, MSRTC will issue the work order which will initiate the Timeline "T" of the project work to be started.

### 2.26.6 Signing of Contract

The Successful Bidder shall enter into contract agreement with MSRTC within the time frame mentioned intimated by MSRTC, to be issued to the Successful Bidder.

### 2.26.7 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of RFP, LOI, Work order & MSA shall constitute sufficient grounds for the annulment of the award, in such a case, MSRTC shall invoke the security deposit of the Successful Bidder.

## 2.27 Non-Disclosure Agreement (NDA)

The Successful Bidder must sign the Non- Disclosure Agreement ([Annexure D](#)) with MSRTC.



## 2.28 Security Deposit

1. The successful bidder needs to deposit/submit a security deposit equal to 10% of Total Contract Value as AC Payee Demand Draft/RTGS/Bank Guarantee from nationalized bank only. The security deposit shall be valid for a period of 3 years 6 months. It should be submitted as notified in the letter towards award of the contract for due and proper fulfilment of bid document conditions. Format for the same is given at **Section 8.3 Annexure C**
2. In case of extension, new security deposit shall be submitted within 7 working days, equal to 10% of the Total Contract Value, as per extension Work Order, which shall have validity for six months beyond contract period.
3. The security deposit should be submitted within the period specified above, failing which MSRTC may cancel the offer made to the bidder.
4. The security deposit will be forfeited if bidder has not fulfilled the terms and conditions as per bid document.
5. MSRTC shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document.
6. The security deposit shall be retained by MSRTC till the end of project from the date of submission of deposit. No interest will be payable by the MSRTC on the amount of the Bid Security. Security Deposit will be released after six months post successful completion of contract.

## 2.29 Bid Price

Validity of Bid shall be of 180 days.

## 2.30 Bid Currency

The rates quoted shall be in Indian Rupees only.

## 2.31 Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

## 2.32 Correction of Errors

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

## 2.33 Corrections to Arithmetic Errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.



## 2.34 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in Pre-Qualification and Technical qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. The successful bidder fails to enter into a contract within 30 (Thirty) days of the date of notice of award of contract or within such extended period, as fixed by MSRTC.
9. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
10. Non-fulfilling of any condition/term by bidder.



### 3 Scope of Work

#### 3.1 Detailed Scope of Work

The Tax Consultant Firm is expected to handle during the Appointment period the following work but not limited to:

##### 3.1.1 Annual Retainership Consisting of following

1. Discussion on various issues relating to Income Tax, etc.
2. Scrutiny of IT, etc. Returns before filing
3. Filing of rectification application if any
4. Filling of reply to any notice received from IT and other tax Department relating to any concern matters.
5. Give advice for payment of IT, etc.
6. Filing of original and revised returns of Corporation, etc. on basis of quarterly, half yearly and yearly.
7. Follow up application submitted for getting TDS Exemption Certificate under Section-197 of Income Tax Act.1961.
8. Follow up of Corporations' Assessment and outstanding Income Tax Refunds.

##### 3.1.2 Representation of Appeal before CIT.CIT(A) / Other Concern Tax Authorities for each Year: -

1. Consisting of representation of Appeal against Order u/s 142, 143(1)(A),143(3) etc. against Revision Petition u/s 264 etc.
2. Replies to Show Cause Notice u/s 263, Demand notice u/s 250.
3. Finalizing the Memorandum of Appeals/Grounds of appeals. Statement of facts and making suggestions thereon etc. Preparing paper book, if necessary.
4. Appearing before the CIT/CIT(A) at the time of hearing and arguing the case and persuasion of Appellate Order.
5. Preparing paper of year wise depreciation statement as per IT rules.
6. Preparation of carry forward losses & Deficit statement of Corporation.

##### 3.1.3 Representation of Appeal Before ITAT for each Year: -

1. Consisting of representation of Appeal against Order of CIT(A)/Commissioner of IT.
2. Finalization of Memorandum of Appeals/Grounds of appeals, Statements of facts and making suggestions thereon etc.
3. Preparing paper book if necessary.
4. Appearing before the ITAT at the time of hearing and arguing the case and persuasion of Appellate Order.



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### 3.1.4 Representation before The DY.CIT/AO on Specific Issue in the Assessment and their Proceeding.

### 3.1.5 Audit under Income Tax Act

1. Tax Audit u/s 44 AB based on scope of work which is restricted to Reporting in relevant issues required for completing the assessment u/s 143(32) on the basis that tax exempt status u/s 11 would continue to be available to the MSRTC in the Income Tax Assessment on the lines of our Tax report dated 29.12.1999 for IT AY 1999-2000 with Report u/s 10B.
2. Audit of the Accounts of all the three and filing of revised IT Returns, if necessary.
3. Out of Pocket expenditure, if any.
4. Any other certificate work for Taxation purpose.

### 3.1.6 Written Opinion or Representation on any Income Tax and Other Taxes or Legal Matters (Including Matters and Other Queries)

MSRTC may ask the successful bidder for professional legal services/assistance or work in tandem with MSRTC appointed legal consultants.

### 3.1.7 Proficiency (i.e., reading, writing, and speaking) of bidding entities in Marathi, English and Hindi is mandatory.

### 3.1.8 Any other ad-hoc professional assistance activity as instructed/required by MSRTC

## 3.2 Payment Terms

1. No advance payment against the work order.
2. Payment to Successful Bidder shall be made on monthly basis.
3. Payments shall be made on monthly basis on pro rata basis and shall be subject to deductions of any amount for which the successful bidder is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
4. The decision of the MSRTC pertaining to the quality and quantity of works / services performed by the successful bidder will be final and acceptable to the successful bidder besides being binding. It shall be the responsibility of the successful bidder to rectify the deficiencies so pointed out without any extra payment. In the event of default by successful bidder, MSRTC reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

## 3.3 Penalty

1. The tax consultant so engaged shall be liable for their acts of omissions & commissions as per law.





## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

- The tax consultant must provide the update on Government Notifications and amendments to law affecting the taxation of MSRTC on a real time basis and there shall be no delay more than 7 calendar days. In case of exceeding 7 days Rs.500/- per day liquidated damages will be levied.
- The discretion to waive the penalty, if imposed and found justifiable will be with the Financial Advisor & Chief Accounts Officer of MSRTC.
- In case of any dispute the matter will be settled at the level of Financial Advisor & Chief Accounts Officer.
- Details of penalty may be noted in Section 3.4 Service Level Agreement.

### 3.4 Service Level Agreement (SLA)

- SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by MSRTC. The successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to timelines, quality and availability of services.
- MSRTC will reserve the right to deduct from the monthly fees to be paid to the consultant/successful bidder, in the event of the following:

#	Reason	1st instance	2nd instance	3rd instance
1	Delay in providing the opinions > (T+3) working days or as directed by MSRTC, whichever is earlier	Caution Note	2%	5%
2	Delay in validating tax liability computations (T+5) working days or as directed by MSRTC, whichever is earlier	Caution Note	2%	5%
3	Delay in providing reply / appeal to legal notices / Orders / enquiries etc: For above mentioned services > (T+5) working days or as directed by MSRTC, whichever is earlier	Caution Note	2%	5%
4	Failure to provide guidance on Income Tax and accounting system changes as per Statutory / MSRTC's requirements > (T+2) working days or as directed by MSRTC, whichever is earlier	Caution Note	2%	5%
5	Delay in representation of any appeals	Caution Note	5%	10%

\*'T' means date of communication to consultant via Letter/e-mail. For each instance letter will be issued by MSRTC



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

The above-mentioned instances shall be for each individual assignment given to the successful bidder. If the successful bidder fails to take any action even or provide response after third instance, MSRTC shall have the right to terminate the contract and forfeit the security deposit.

If due to consultation, advice or services provided, MSRTC incurs losses or penalty due to error, negligence, or omission, then Consequential Damages in the form of penalty shall be recovered from the successful bidder. The total amount recovered shall no way be greater than the Total Contract Value. Penalties in such case shall be recovered from the bills payable to Successful Bidder or from the security deposit or both. In case of shortfall, the successful bidder shall draw a demand draft in favour of MSRTC (Bank Details).

Upon reaching the penalty threshold (10% of TCV), MSRTC shall have the rights to call for Termination of the contract. In such a case MSRTC shall forfeit the Security Deposit submitted by the Successful Bidder.

### 3.5 Exit Management

1. Bidder shall handover all documents belonging to MSRTC or prepared in due course of the engagement from time to time and after the completion of the contract period and formally close the project with no additional cost. Exit Management Plan will include following but limited to:
  - a. Detailed documents, manuals, etc. created under the Project.
  - b. Submission of all original documents along with a formal report detailing work undertaken year wise, status of each assignment and next course of action
  - c. MSRTC will approve the exit post acceptance of the report.



## 4 General Conditions of Contract

### 4.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

### 4.2 Confidential Information

1. MSRTC and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful Bidder shall not use the documents, data, and other information received from MSRTC for any purpose other than the services required for the performance of the Contract.

### 4.3 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

### 4.4 Force Majeure

1. The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay(s) in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of MSRTC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Successful Bidder shall promptly notify MSRTC in writing of such condition and the cause thereof. Unless otherwise directed by MSRTC in writing, the Successful 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.

### 4.5 Change Orders and Contract Amendments

1. MSRTC may at any time order the Successful Bidder to make changes within the general scope of the contract.
2. If any such change causes major deviation in the cost of, or the time required for, the Successful Bidder performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

be amended. Any claims by the Successful Bidder for adjustment under this Clause must be asserted within 30 days from the date of the Successful Bidder receipt of MSRTC's change order.

3. Prices to be charged by the Successful Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful Bidder for similar services.

### 4.6 Settlement of Disputes

#### 4.6.1 Performance of the contract

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. MSRTC and the Successful Bidder shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled first at the level of Vice Chairman and Managing Director of MSRTC.

#### 4.6.2 Arbitration

For any dispute in the matter the same will be settled at the level of Hon. Vice Chairman & Managing Director MSRTC will be final and binding upon both parties.

#### 4.6.3 Extensions of Time

1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify MSRTC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, MSRTC shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
2. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in MSRTC, unless an extension of time is agreed mutually.

### 4.7 Termination

#### 4.7.1 Termination by MSRTC

1. MSRTC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (10) of this GCC Clause 4.7.1. In such an occurrence, MSRTC shall give a not less than 30 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MSRTC may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.



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4. If, in the judgment of MSRTC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful Bidder submits to the MSRTC a false statement which has a material effect on the rights, obligations or interests of MSRTC.
7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MSRTC.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, MSRTC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MSRTC may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If MSRTC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
10. In the event MSRTC terminates the Contract in whole or in part, pursuant to GCC Clause 4.7.1, MSRTC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to MSRTC for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

### 4.7.2 Termination by Bidder

The Successful Bidder may terminate this Contract, by not less than 30 days' written notice to MSRTC, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through 2) of this GCC Clause 4.7.2:

1. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
2. If MSRTC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Successful Bidder may have subsequently approved in writing) following the receipt by MSRTC of the Successful Bidder notice specifying such breach.

### 4.7.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.7.1 or 4.7.2, the MSRTC shall make the following payments to the Successful Bidder:

1. If the Contract is terminated pursuant to GCC Clause 4.7.1 (10) or 4.7.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 4.7.1 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MSRTC may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MSRTC. Applicable under such circumstances, upon termination, the MSRTC may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to MSRTC within 30 days of termination date.



#### 4.7.4 Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, MSRTC, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar Bidder to render similar services to complete project in stipulated timeframe.

#### 4.8 Other Conditions

1. The Successful Bidder should be complying with all applicable laws and rules of GoI/GoM/ULB.
2. Employees of the Successful Bidder shall not have right to demand for any type of permanent employment with MSRTC or its allied Offices.

#### 4.9 Delays in Bidder's Performance

1. If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify MSRTC in writing of the facts of the delay, its likely duration and its causes.
2. As soon as after receipt of bidder's notice, MSRTC shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to MSRTC, shall not attract any penalty.

#### 4.10 Bidder's Integrity

The bidder is responsible for oblige to conduct all contracted activities as defined in the scope of work in accordance with contract.

#### 4.11 Bidder's Obligation

1. The bidder is obliged to work closely with MSRTC's staff, act within its own authority and abide by directives issued by MSRTC.
2. The bidder will abide by the job safety measures prevalent in India and will free MSRTC from all demand or responsibilities arising from accidents or loss of life the calls of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold MSRTC responsible or obligated.
3. The bidder is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanour.
4. The bidder will treat as confidential all data and information about MSRTC, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. MSRTC will treat as confidential all data and information about bidder, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 4.12 Corrupt or Fraudulent Practices

The MSRTC requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

### 4.13 Interpretation of The Clauses in The Bid Document / Contract Document

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the MSRTC's interpretation of the clauses shall be final and binding on all parties.



## 5 Guidelines for Pre-Qualification Bid

### 5.1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date:

To,  
Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2<sup>nd</sup> Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008

**Subject:** Submission of Pre-Qualification proposal in response to the Request for Proposal for Appointment of Income Tax Consultant at MSRTC.

**Tender Reference No: ST/**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Appointment of Income Tax Consultant at MSRTC”**.

We attach hereto our responses to Pre-Qualification proposal required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MSRTC, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MSRTC in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MSRTC. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.





## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Signature of Authorized Signatory (with official seal)

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Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

### **Mandatory Enclosure:**

1. Format to share Bidder's and Bidding Firm's Particulars ([Section 5.3](#))
2. Checklist for the documents to be included in the Pre-Qualification with appropriate page numbers.
3. Format of Project Citation



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 5.2 Checklist for documents to be included in the Pre-Qualification Envelope

PQ	Pre-Qualification Requirement	Documents	Submitted (Yes/No)	Document Name / Page Number
<b>PQ 1</b>	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/ Registration and Copy of the list of properly constituted management/ governing body of the Organization</li> <li>• Memorandum of Association, Article of Association or</li> <li>• A partnership deed duly registered under the Partnership Act and Registration Certificate</li> </ul>		
<b>PQ 2</b>	The Bidder should have been registered with ICAI and practicing in India for last 10 years as on bid submission date.	<ul style="list-style-type: none"> <li>• Constitution Certificate of the firm</li> </ul>		
<b>PQ 3</b>	The Bidder shall have minimum average turnover of Rs. 1.5 Cr in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.	<ul style="list-style-type: none"> <li>• Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>• Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure F</a></li> </ul>		
<b>PQ 4</b>	The bidder should have experience in handling direct & indirect tax-related matters in the last 10 years as on bid submission date.	<ul style="list-style-type: none"> <li>• Client Certificate / Appointment letter issued by the organization clearly indicating the period</li> </ul>		



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

PQ	Pre-Qualification Requirement	Documents	Submitted (Yes/ No)	Document Name / Page Number
	Central Statutory Audit of Public Sector Banks/ Financial Institutions will be an added advantage.	covered.		
<b>PQ 5</b>	The Bidder should have at least Three paid full-time partners and five full time employees having post Qualification experience in Direct and Indirect Tax matters for the last five years as on bid submission date.	<ul style="list-style-type: none"> <li>• Certificate from Bidder's Partner / authorized representative(s) with details of Employees as per <a href="#">Annexure E</a></li> <li>OR</li> <li>• List of the employee on the letter head (as per <a href="#">Annexure E</a>) of the Company duly signed by Authorized Signatory.</li> </ul>		
<b>PQ 6</b>	The Bidder should not have been blacklisted/ debarred by any Government Financial Institutions/Banks/ RBI/ ICAI/ IBA/ Government/ Semi-Government departments/ PSUs/ or any other Institution or Agency in India in last 10 years	<ul style="list-style-type: none"> <li>• A self-certified letter signed by the Authorized Signatory of the Bidder as per <a href="#">Annexure B</a></li> </ul>		

### 5.3 Format to share Bidder's and Bidding Firms Particulars

#### Bidders Profile

The Table below provides the format in which general information about the bidder must be furnished.

Sr. No	Description	Details/Information
1	Name of the firm	
2	Firm No. allotted by ICAI*	
3	Address	
4	Email	
5	Contact number/s (Tel / Mobile)	
6	Office address of Mumbai (if different from 3 above)	



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

7	Presence in how many towns in Maharashtra/India. (Provide Address)	
8	Year of establishment	
9	No. of completed years for practicing in India as on bid submission date	
10	Name/s of partners * (membership certificates issued by ICAI should be enclosed)	
11	Name of Partners Stationed at Mumbai	
12	Person(s) proposed to be assigned for the services and his / their profiles	
13	Name, address and account number of the firm's banker(s)	
14	PAN of the firm *	
15	GST registration number of the firm *	
16	Number of Employees	
17	Number of C.A. Employees in the firm (out of above)	
19	Net worth as on bid submission date	
20	Turnover during last three financial years (FY 17-18, FY 18-19, FY 19-20) or (FY 18-19, FY 19-20, FY 20-21)	
21	Details of major assignments.	
22	Any other information considered relevant.	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 5.4 Format for Project Citation (Pre-Qualification)

Details of past assignments / experience on Tax consultancy

- Direct Tax

Sr.No	Client Name	Handling		Work related to	
		From	To	Taxation	Others

- Indirect Tax

Sr.No	Client Name	Handling		Work related to	
		From	To	Taxation	Others

Sr. No.	Item	Details	Attachment Pg.No.
1	Name of The Project		
2	Date of Work Order		
3	Client Details with Address and Contact Numbers		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria.



## 6 Guidelines for Technical Proposal

### 6.1 Technical Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place: Date:

To,

Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2<sup>nd</sup> Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008

**Subject:** Submission of Technical qualification proposal in response to the Request for Proposal for Appointment of Income Tax Consultant at MSRTC.

**Tender Reference No: ST/**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Appointment of Income Tax Consultant at MSRTC”**.

We attach hereto our responses to Technical qualification proposal required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MSRTC, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MSRTC in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MSRTC. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

required in this connection.

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Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

### **Mandatory Enclosure:**

4. Format to share Bidder's and Bidding Firm's Particulars as per [Section 6.3](#)
5. Checklist for the documents to be included in the Technical qualification with appropriate page numbers.
6. Format of Project Citation



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 6.2 Checklist for the documents to be included in the Technical qualification Envelope

Sr. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	Documents Submitted (Yes/No) (and Page Number)
<b>TQ1</b>	<b>Financial Strength (30 Marks)</b>				
TQ 1.1	The Bidder shall have minimum average turnover of <b>Rs. 1.5 Cr</b> in last 3 financial years (FY 17-18, FY 18-19, FY 19-20 or FY 18-19, FY 19-20, FY-20-21) as on bid submission date.	<p>Avg. Turnover (in INR)</p> <p><math>\geq 1.5</math> Cr and <math>&lt; 2</math> Cr: 18 marks</p> <p><math>\geq 2</math> Cr and <math>&lt; 2.5</math> Cr: 24 marks</p> <p><math>\geq 2.5</math> Cr: 30 marks</p>	<b>30</b>	<ul style="list-style-type: none"> <li>Audited Financial Statements (Balance Sheet and Profit &amp; Loss Statements) from the Statutory Auditor/Chartered Accountant and</li> <li>Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure F</a></li> </ul>	
<b>TQ2</b>	<b>Relevant Bidder Experience &amp; Certification (40 Marks)</b>				
TQ2.1	The bidder should have experience of being a consultant for an engagement duration of at least 1 year at any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies/ Private Company in India regarding Service Tax / GST as on date of bid submission	<p>Duration of engagement:</p> <p>a) 1 year of continuous engagement: 09 marks</p> <p>b) 2 years of continuous engagement: 12 marks</p> <p>c) 3 years of continuous engagement: 15 marks</p> <p>Bidders having registered office in Mumbai and in</p>	<b>20</b>	<p>Work Order/Agreement &amp; Certificates from the client clearly depicting required details of the ongoing or completed project.</p> <p>Project Citation as per format specified in Clause 6.3.</p> <p>Address Proof of Head/Regional office at Mumbai or Suburban Mumbai.</p> <p>Registered sale or lease agreement/</p>	





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Sr. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	Documents Submitted (Yes/No) (and Page Number)
		suburban area will be given additional 05 Marks		maintenance or utility bills in the name of bidder	
TQ 2.2	The Firm should have experience in Direct or Indirect Tax Consulting in any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies/ Private Company in India as on date of bid submission	a) 1 project: 09 marks b) 2 to 3 projects: 12 marks c) 4 projects and above: 15 marks Bidders having experience of working with any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies will be given additional 05 marks	20	Work Order/Agreement from the client clearly depicting required details and Certificate from the client for ongoing projects or completed projects. (Clearly mentioning experience in Direct or Indirect Tax Consulting)  Project Citation as per format specified in Clause 6.3.	
<b>TQ3</b>	<b>Key Professionals Experience (30 Marks)</b>				
TQ 3.1	The Bidder should have at least Three full-time partners having post Qualification experience in Direct and Indirect Tax matters for the last five years as on bid submission date. All Qualifying Partners must associated with the firm for a period not less than one year as on date of bid submission	No. of full-time Partners  a) 3 Partners: 12 marks b) 4 Partners: 16 marks c) 5 Partners: 20 marks	20	Self-declaration and necessary proof to showcase employee skills and on payroll ( <a href="#">Annexure E</a> )	



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Sr. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	Documents Submitted (Yes/No) (and Page Number)
TQ 3.2	The Bidder should have at least Five full-time Employees having post Qualification experience in Direct and Indirect Tax matters for the last five years as on bid submission date. All Qualifying Employees must be associated with the firm for a period not less than one year as on date of bid submission	No. of full-time Employees a) 5 Employees: 6 marks b) 10 Employees: 8 marks c) 15 Employees: 10 marks	<b>10</b>	Self-declaration and necessary proof to showcase employee skills and on payroll ( <a href="#">Annexure E</a> )	
		<b>Total</b>	<b>100</b>		



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 6.3 Format for Project Citation (Technical Qualification)

Details of past assignments on Tax consultancy in previous 10 years.

- Direct Tax

Sr. No	Client Name	Client Type (E.g., any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies/Private)	Handling		Work related to	
			From	To	Taxation	Others

- Indirect Tax

Sr. No	Client Name	Client Type (E.g., any Govt./ Municipal Corporations/ PSU/ Corporation/ Local bodies/Private)	Handling		Work related to	
			From	To	Taxation	Others

Sr. No.	Item	Details	Attachment Pg. No.
1	Name of The Project		
2	Date of Work Order		
3	Client Details with Address and Contact Numbers		
4	Client Type (E.g., any Govt./ Municipal Corporations/ PSU/ Corporation/ Local		
5	Scope of Work		
6	Contract Value		
7	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria.



## 7 Guidelines for Financial Proposal

### 7.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To

Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2nd Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008

**Subject:** Submission of financial proposal in response to Request for Proposal for Appointment of Income Tax Consultant at MSRTC.

**Tender Reference No:** ST/

Dear Sir,

We, the undersigned, offer to provide the services for “**Request for Proposal for Appointment of Income Tax Consultant at MSRTC.**” in accordance with your Request for Proposal dated [Insert Date] and our Technical qualification Proposal dated [Insert Date]. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by MSRTC. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical qualification deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date                      and                      Stamp                      of                      the                      signatory                      Name                      of                      Firm:



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 7.2 Financial Proposal Instructions

1. MSRTC may award entire scope or part of scope, mentioned in **section 3**, as MSRTC deems fit.
2. MSRTC does not guarantee the volume for the line items. The actual volume for the given items may be more or less. The payment shall be made based on unit cost quoted for the item on actual work is undertaken.
3. All the prices are to be entered in Indian Rupees only.
4. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items.



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 7.3 Format for Financial Bid

(To be submitted on the Letterhead of the bidder)

#### (FINANCIAL BID OR PRICE BID)

To,  
Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2nd Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008

Ref.: ST/

Sir,  
As per Terms & Conditions of tender documents,  
I/We \_\_\_\_\_ Address \_\_\_\_\_

Furnish the following rates for Request for Proposal for Appointment of Income Tax Consultant at MSRTC

1. **Price and Validity:** All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 180 days from the date of opening of bids.
2. **Taxes:** We have studied the clause relating to Indian Income Tax and hereby declare that if any applicable direct or indirect taxes (Foreign, Central or State or Local), rates, duties, charges and levies (Foreign, Central or State or Local), is altered under the law, we shall pay the same. If applicable, all taxes, duties, levies and charges which are to be paid for the delivery of services have been paid by the Bidders in their respective countries.
3. **Deviations:** We hereby declare that all terms and conditions mentioned in RFP (all volumes, Annexures and Corrigendum) are acceptable to us without any deviation and all the services shall be performed strictly in accordance with the bid documents.
4. **Unit Rates:** We have indicated in the relevant schedules enclosed, the unit rates, wherever requested, for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
5. **Qualifying Data:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
6. **Security Deposit:** We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed in RFP.



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

7. **Scope of Work:** We hereby agree that MSRTC reserves the right to award entire scope or part of scope, mentioned in section 3, as MSRTC deems fit. We agree to abide to the Scope of work, Project Payment Model and Engagement Model as prescribed in the RFP

**Table: Commercial Bid Format**

Sr. No.	Description of Items	Month Rate in INR (Exclusive of taxes)	Applicable Taxes	Total in INR (Inclusive of Taxes)
1	Professional Fees: All work related to appointment of consultant as per Scope of work mentioned in Section 3.	A	B	C = (A+B)
				Rs... per month. (Rupees... only in words) per month
	Total (in Figure)			

**Note:**

- All amount in INR only.
- Bidder shall quote for Monthly Rate.
- The quoted Monthly Rate shall remain fixed for the entire contract period.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of the Firm



## 8 ANNEXURES

### 8.1 Annexure A: Format for “Request for Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy to submitted in excel format and hard copy) as mentioned in “Key Events and Dates” clause

Maharashtra State Road Transport Corporation		
Supply, Design, Develop, Installation, commission, maintain “Request for Proposal for Appointment of Income Tax Consultant at MSRTC”	Bidders request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone/Fax & e-mail point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:

Date:

Signature:

Company Seal:





## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 8.2 Annexure B: Format for Declaration by the bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder's company)

Date: DD/MM/YYYY

To  
Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2nd Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department / any Public Sector Undertaking in India as on the date of submission of the bid

**Tender Reference No: ST/**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company

\_\_\_\_\_ is not debarred /blacklisted by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MSRTC, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Security Deposit

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone &Fax: E-mail address:

Seal

of

the

Organization:



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 8.3 Annexure C: Format for Security Deposit

**(On Rs. 100/- Stamp Paper or appropriate amount of value)**

To,  
Financial Advisor and Chief Accounts Officer,  
Maharashtra State Road Transport Corporation,  
Maharashtra Vahtuk Bhavan,  
Accounts Department, 2<sup>nd</sup> Floor,  
Dr. A. N Road, Mumbai Central,  
Mumbai – 400 008

WHERE AS..... (Name of Bidder) hereinafter called "The Bidder" has decided to participate in the tender number ....., hereinafter called "Tender" published by MSRTC, hereinafter called "MSRTC".

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you a Bank Guarantee (of Nationalized Bank/scheduled bank) for the sum specified therein as Security Deposit for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to 10% of contract value and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the tender conditions and without cavil or argument any sums within the limit of 10% of contract value as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of. ....20.....

\_\_\_\_\_  
(Signature and Seal of Bank) Date:\_\_\_\_\_ Address:\_\_\_\_\_ Witness: \_\_\_\_\_



## 8.4 Annexure D: Non-Disclosure Agreement

(To be submitted on the Letterhead of the bidder's company)

This AGREEMENT (here in after called the “Agreement”) is made on the [day] day of the month of [month], [year], between, MSRTC on the one hand, (here in after called the “MSRTC”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MSRTC” has issued a public notice inviting various organizations for Appointment of Income Tax Consultant at MSRTC;
2. The Bidder, having represented to the “MSRTC” that it is interested to bid for the proposed Project,
3. The MSRTC and the Bidder agree as follows:
  - a) In connection with the “Project”, the MSRTC agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MSRTC operations that are considered confidential.
  - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
    - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
    - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
    - iii. use the information only as needed for the purpose of bidding for the Project;
    - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
    - v. undertake to document the number of copies it makes
    - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MSRTC, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
  - a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
  - b) is or becomes publicly known through no wrongful act of the Bidder; or
  - c) is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MSRTC to the Bidder.
6. MSRTC will have the right to obtain an immediate injunction enjoining any breach of this



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. MSRTC reserves the right to share the information received from the bidder under the ambit of RTI Act.

8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MSRTC to the Bidder, the MSRTC shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MSRTC is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MSRTC on any copy of the information and shall reproduce any such mark or notice on all copies of such information.

9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.

10. Upon written demand of the MSRTC, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MSRTC forthwith after receipt of notice, and (iii) upon request of the MSRTC, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

11. This Agreement constitutes the entire Agreement between the MSRTC and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

12. Confidential information is provided "As-Is". In no event shall the MSRTC be liable for the accuracy or completeness of the confidential information.

13. This agreement shall benefit and be binding upon the MSRTC and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder (Signature)

(Name of the authorized Signatory) Designation:

Date :

Time :

Seal :

Business Address



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

### 8.5 Annexure E: Manpower

#### Details of Partners and C.A /DISA/CISA Employees on the Firms Payroll

Sr. No.	Name	Capacity (Partner / Employee)	Qualificatio n (C.A.) (if applicable)	CA Membership Number (if applicable)	Experience	Year with Firm	Remarks (if any)

Authorized Signatory

(Name, Designation)

Seal

Note: Self-attested copies of certificates of CA membership / DISA / CISA should be submitted. MSRTC may seek any additional detailed employment.



## 8.6 Annexure F: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

We, ....., certify that we have verified the relevant financial statements and other records of .....(Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

### 1. Financial Declaration of Bidder

Description	Financial Year		
	2017-2018/ 2018-2019	2018-2019/ 2019-2020	2019-2020/ 2020-2021
(All Currency in INR and Crores)	A	B	C
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover			

The Average Annual Turnover for .....(Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the .....(Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y 17-18,18-19,19-20 or F.Y18-19,19-20,20-21)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the .....(Name of the Company).

Signature of Authorized Signatory (with official seal)

Name:

Designation:



## Request for Proposal for Appointment of Income Tax Consultant at MSRTC

Address:

Telephone & Fax:

E-mail address:

### Notes:

- Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
- The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
- Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member) for each of the last 3 audited financial years (F.Y 17-18,18-19,19-20 or F.Y18-19,19-20,20-21)shall submitted as supporting evidence.

\*\*\*\*\* End of Document \*\*\*\*\*



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