



Request for Proposal (RFP)
for
Selection of Service Provider For Providing Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC

Tender No: 19.7/APMSIDC/2020-21

Dated: 08.02.2021

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)
Department of Health, Medical & Family Welfare
Government of Andhra Pradesh

Disclaimer

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) is procuring Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC

Bids are invited on the e-procurement platform for consultancy services as described in the scope of work. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. www.tender.apecprocurement.gov.in

Bidders would be required to register on the e-Procurement marketplace “www.tender.apecprocurement.gov.in” and submit their bids online. On registration with the e-Procurement marketplace they will be provided with a user id and password by the system through which they can submit their bids online.

This RFP document is not an agreement and is not an offer or invitation by APMSIDC, Department of Health, Medical & Family Welfare or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Applicant may require.

This RFP document may not be appropriate for all persons, and it is not possible for APMSIDC, Department of Health, Medical & Family Welfare, their employees or advisors to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this RFP document. Certain bidders may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. APMSIDC, Department of Health, Medical & Family Welfare, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

APMSIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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1. Introduction

The Andhra Pradesh Medical Services & Infrastructure Development Corporation – APMSIDC is intending Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC

2. Bid Data Sheet

S. No	Information	Details
1.	Tender Inviting Authority (TIA)	Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh
2.	Purchaser/Client	APMSIDC
3.	Name of RFP	Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC
4.	Contact details of Tender Inviting Authority	Designation: Executive Director Address: 2 nd Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503 E-mail id: aphmhidc@gmail.com Contact No: +91-9121053550
5.	RFP reference number	19.7/APMSIDC/2020-21, Dt.08.02.2021
6.	Date and time of publishing of RFP on e-Procurement portal	19.02.2021
7.	Non-Refundable Tender Cost	INR 5725 in form of Demand Draft (DD) from any nationalized bank preferably SBI in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Mangalagiri

S. No	Information	Details
8.	EMD	INR 1,00,000 in form of Bank Guarantee (BG) or Demand Draft (DD) from any nationalized bank preferably SBI in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh, payable at Mangalagiri
9.	Method of evaluation of bids	<ul style="list-style-type: none"> Lowest cost bidder (L1)
10.	Response to pre bid queries	<p>There will be no prebid meeting held but all queries shall be submitted to mail id provided below by 22.02.2021</p> <p>Email id. aphmhidc@gmail.com</p>
11.	Last date, time (deadline) and venue for receipt of proposals in response to this RFP notice through e-procurement portal, GoAP including scanned copies of tender fee and EMD	04.03.2021 @ 01.00 PM
12.	Date and Time of submission of technical proposal including original copies of EMD (Physical Copy), tender document fee (Physical Copy)	04.03.2021 @ 01.00 PM
13.	Date and time of opening of Technical Bids on e-Procurement portal	04.03.2021 @ 01.01 PM
14.	Date and time of Opening of Financial Bid on e-Procurement portal	To be announced later

S. No	Information	Details
15.	Bid validity period	90 days
16.	Contract period	6 months

Checklist for the Bidder

S. No.	Bid Enclosures	Yes/No
1	Letter of Proposal	
2	Tender Processing Fee	
3	DD / Bank Guarantee of EMD	
4	Particulars of the Bidder	
5	PAN card copy	
6	GST certification copy	
7	Certificate of Incorporation of the Bidder	
8	Blacklisting certificate of the Bidder	
9	Financial proposal	
10	Whether all Forms and Annexures submitted as required in this RFP	
11	Copies of appointment orders for Audit experiences as per technical evaluation parameters.	
12	Declaration of eligibility that the CA firm had at least 4 qualified FCA partners, Membership Numbers of the Partners, Registration certificate issued by ICAI must be furnished.	
13	Confidentiality and Non-disclosure agreement to be signed by all the partners	
14	Declaration of Independence and no-conflict of Interest by all the partners	

3. E-Procurement process

Inviting Bids through e-Procurement Portal

1. APMSIDC invites online bids (Two bid system) through e-Procurement portal from eligible bidders for Selection of Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC
2. A complete set of bidding documents can be downloaded from <https://tender.apecprocurement.gov.in> as per the date and time provided in the bid data sheet. However, a scanned copy of the Demand Draft for INR 5,725/- drawn in favor of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Mangalgiri shall be uploaded towards cost of Tender Document along with the bid, failing which the bid will be disqualified.
3. Eligible Bidders must submit their bids for the complete scope of work. Any bid submitted for incomplete scope shall be rejected.
4. Issuance of Bidding Documents will not be construed to mean that such bidders are automatically considered qualified
5. All bids must be accompanied by Bid Security as given in the table below, failing which the bid will be rejected
6. All bids must be submitted on or before last date and time as mentioned in the bid data sheet, through e-Procurement portal only (online).
7. Bids will be opened on the same date and time mentioned in the bid data sheet, in the presence of the bidders or their representative, who choose to attend on the specified date and time at the office of APMSIDC.
8. APMSIDC will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of bids.
9. APMSIDC reserves the right to reject bids without assigning any reason whatsoever.
10. In the event of date being declared as a holiday, the date for submissions of bids and opening of bids will be the following working day at the appointed time.

Procedure for offer submission:

1. The Bidders shall submit their response through e-Procurement portal at <https://tender.apecprocurement.gov.in> or <http://www.apecprocurement.gov.in/> by following the procedure given below.
2. **The Bidders shall register on the following websites to submit the bids online:**
 - **<https://tender.apecprocurement.gov.in> (for submission of technical qualification and price bid formats)**
3. Offline bids will not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement portal.
4. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online formats displayed in e-Procurement website. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurement website. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.
5. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement portal and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement portal.
6. Submission of Hard Copies: The scanned copies of DD/BG towards tender document fee and EMD shall be uploaded along with the bid through e-Procurement portal online. After submission of bid online, the Bidders are requested to submit the originals of DD/BG towards EMD and tender document fee to the Tender Inviting Authority as mentioned in the BDS. The Tender Inviting Authority will consider only the bids submitted through on-line over the copies of the paper-based bids.
7. APMSIDC shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hard Copies to avoid any discrepancy. The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the tender conditions.
8. Payment of Transaction Fee: All the participating bidders have to electronically pay a non-refundable transaction fee to M/s. APTS, the service provider through "Payment

Gateway Service on E-Procurement portal", as per the Government Orders placed on the e-procurement website.

9. Tender Document: The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement portal. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.
10. Bid Submission Acknowledgement: The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The APMSIDC and M/s. APTS are not responsible for incomplete bid submission by users.
11. How to Apply
 - a) Click at <http://www.apecprocurement.gov.in> or <https://tender.apecprocurement.gov.in> to download e-Procurement notification.
 - b) Read the complete document carefully.
 - c) Financial Bid shall be submitted online only
 - d) The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

4. General References

- a) The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)
- b) Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
- c) The Applicant who is providing response to this bid is hereafter referred as “Bidder” in this document.
- d) The Bidder who is successful in post evaluation of proposals according to terms and conditions of this RFP is hereafter referred to as “Selected Bidder / Service Provider”

5. Detailed Scope of Work

5.1 Objectives of selected bidder

- 1) Draft Replies and Represent Our organization before the Director General of GST Intelligence, Hyderabad Zonal Unit and Additional Director General (Adjudication) DGGI, Mumbai In Relation to Showcause Notice received on various issues relating to Service Tax for the period April 2015 To June 2017
- 2) Prepare and Apply for Advance ruling before the Advance Ruling Authorities, GST

5.2 Scope

- 1) The Chartered Accountant (CA) Firm shall study the above said SCN and provide their opinion on the allegations of the SCN.
- 2) The firm shall co-ordinate with all the sections of the corporation and prepare the written submissions and compile the data, information, documents etc., called for in the SCN
- 3) The Firm shall prepare a paper book for written submission and submit the same before the DGGI, Hyderabad or Mumbai.
- 4) The Firm shall seek a personal hearing before the authorities and shall represent our organization and appear before DGGI, Hyderabad and Mumbai.
- 5) All the submissions, both written and oral shall be brief to the management and with the approval of Management alone, the submission can be made.

- 6) The Firm shall verify the correctness of quantifications of rate of taxes, interests, period of delay, and availability of % of abatement and shall strive to minimize the tax incidence to the minimum possible extent.
- 7) The Firm shall prepare application for Advance ruling Authority, State of Andhra Pradesh on the issues of taxability of operations of APMSIDC
- 8) The Firm shall apply for and appear before the AAR, and attend the Personal Hearings called for to present the case of APMSIDC.
- 9) The firm shall keep the Management update of the progress of the above works and shall maintained detailed working papers to enable verification by management at any point of time. The Firm shall get an approval of the management before committing on any submission before the authorities.
- 10) The Firm shall keep themselves available to travel to the AAR office, DGGI Hyderabad or DGGI Mumbai office as and when it is required.
- 11) The scope of works includes the entire incidental and ancillary works in relation to the above scope.

Project milestones

S.No	Component	Timeline
1	Submission of report for issues related to Service tax and report & documents required for advanced ruling for GST	With one month of signing of contract
2	Written communications and personal attendance at Service tax/GST hearing	As and when required

6. Conditions of Eligibility of bidders

6.1 Qualification criteria

S. No.	Eligibility	Documents Required
1.	The Partner handling the assignment shall be a FCA with a minimum experience of 10 years of standing in practice	Copy of registration with ICAI and constitution certificate to be enclosed
2.	The bidder shall be registered with ICAI and shall have a minimum of 4 FCAs and shall designate one partner and two qualified Chartered Accountants exclusively on the assignment.	ICAI Registration Certificate
3.	The bidder shall have active practice in indirect taxation. The firm shall have revenue of minimum INR 10 lakh per annum from similar assignments of indirect taxation during the current financial year or preceding financial year	Copies of assignments to be enclosed
4.	The bidder shall have the experience of handling assignments of Central/State Government/PSU. The revenue from assignments of PSUs shall be a minimum of INR 25 Lakh per annum during the current financial year or preceding financial year	Copies of assignments to be enclosed CA certificate mentioning the revenue for assignments of PSUs to be furnished
5.	The bidder shall have a Head office or Branch office located in Guntur-Vijayawada of Andhra Pradesh and the persons designated on the assignment shall be available at such office premise for ready availability.	Supporting document to be furnished

The bidders will be assessed as per the above mentioned qualification criteria defined above. Only the bidders who qualify here shall be eligible for financial evaluation. Nonconforming proposals will be rejected and will not be eligible for any further processing.

Following supporting documents must be submitted by the firm along with the technical proposal:

1. Bidder Registration certificate from ICAI and other relevant documents

2. Bidder must submit a self-attested copy of Certificate of ICAI in support of establishment of CA firm and Head Office.
3. The bidder must submit the previous appointment orders along with project cost.
4. All project experiences must be separately furnished in the project experience format (Annexure III), with attached documentary proof.
5. Profile of the firm

6.2 Evaluation of proposals

- a. Two stage evaluation will be taken up for identification of successful bidder
 - i. Technical Evaluation
 - ii. Financial Evaluation
- b. The bids shall be evaluated as per the criteria mentioned in Section 6.1. Based on the qualification as per eligibility criteria, a list of short-listed applicants shall be prepared.
- c. The bidders, who are technically qualified, will be eligible for financial evaluation.
- d. Financial bid shall consist of monthly price that will be charged by the Service Provider for providing services under this engagement.
- e. The Bidder shall be selected on the basis of Lowest Cost Bidder (L1), having the lowest financial proposal.
- f. The next ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.

6.3 Evaluation criteria for financial proposal

Bidders shall upload the financial proposal in the format at Annexure 7 (the “Financial Proposal”), clearly indicating the total cost of the service in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

While submitting Financial Proposal, the Bidder shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is

indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- b) The Financial Proposal shall take into account all expenses and tax liabilities including GST. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. GST as per the applicable rates, depending on amendments, shall be borne by Client. The service provider shall be liable to pay GST which can be deducted at source on every respective bill payment made by client. Any input tax claim deduction benefit shall go to the Client/Government.
- c) Costs shall be expressed in INR.

6.4 Finalization of successful bidder

The bidder quoting lowest price shall be declared as successful bidder.

6.5 Bid validity period

The Bids shall remain valid for 90 days from the date of submission for acceptance and the prices quoted shall remain for the duration of the agreement. The Client may request for further extension as deemed fit and the Bidder will send intimation of acceptance or otherwise of request for extension is deemed approved with three days of issue of such request.

6.6 Minimum number of Bids

In case only a single bid is received against this RFP, APMSIDC reserves the right to cancel the tender process and float a fresh tender.

6.7 Number of proposals

A Bidder is eligible to submit only one proposal.

6.8 Cost of proposal

The Bidders shall be responsible for all the costs associated with preparation of their Proposals and their participation in the selection process. The Client will not be responsible, nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

6.9 Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) Made a complete and careful examination of the RFP;
- b) Acknowledged that it does not have a Conflict of Interest; and
- c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

6.10 Conflict of interest

- a) A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.
- b) A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - ii. receives or has received any direct or indirect subsidy from another Bidder; or
 - iii. has the same legal representative as another Bidder; or
 - iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the TIA regarding this bidding process; or
 - v. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - vi. Or any of its affiliates has been hired (or is proposed to be hired) by the TIA in implementing Service Provider Agreement.
 - vii. has a close business or family relationship with a professional staff of the Client who:
 - are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the procurement process and execution of the contract

6.11 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 5.13.

6.12 Clarifications on RFP by TIA

There will not be any prebid meeting held but the bidders can send their queries prior to the date mentioned in BDS.

6.13 Amendments/Modifications

At any time prior to the deadline for submission of Proposal, the TIA may, for any reason, at its own initiative may extend the Proposal Submission Date. Any such extension to the Proposal Submission Date will be posted only on the website and shall not be published in any newspaper and will be binding on all Bidders.

6.14 Preparation and submission of proposal

6.14.1 Language of bid

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the selection process shall be in English language, and strictly submitted based on forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

6.14.2 Format and signing of proposal

The Bidder shall provide all information sought under this RFP. The TIA would evaluate only those proposals that are received in the specified forms and complete in all respects.

The proposal shall be typed and signed by the authorized signatory of the Bidder / Lead Bidder, who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the “Authorized Representative”). The Power of Attorney should be registered as per the applicable laws.

6.14.3 Technical proposal

- i. Bidders shall upload the technical proposal in the proposed formats, (the “Technical Proposal”).
- ii. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- iii. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- iv. The Client reserves right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of Client to undertake

such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.

6.14.4 Financial proposal

Bidders shall upload financial proposal in the format at Annexure 7 (the “Financial Proposal”) clearly indicating the total cost of the supply in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

6.14.5 Submission of proposal

The proposal submission shall as per the e-procurement process

6.14.6 Proposal Submission Date

The Proposal Submission Date is listed in the Bid Data Sheet. The TIA may, in its sole discretion, extend the Proposal Submission Date by issuing a Corrigendum in accordance with Clause 6.13.

6.14.7 Late proposals

Proposals received by the TIA after the specified time on Proposal Submission Date shall not be eligible for consideration and shall be summarily rejected.

6.14.8 Bid fees and Earnest Money Deposit

- (a) The Bid shall be accompanied by non-refundable Tender Cost and Earnest Money Deposit (EMD) as mentioned in BDS in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Managalagiri
- (b) No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be not considered.
- (c) EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of resultant agreement. EMD of successful Service Provider will be returned without any interest, after receipt of performance security as per terms of agreement.
- (d) EMD of Bidder may be forfeited without prejudice to other rights of the TIA, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid, or if it comes to notice that information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to aforesaid grounds, successful Bidder’s EMD will also be

forfeited without prejudice to other rights of the bidder, if he fails to furnish the required performance security within specified period.

6.14.9 Fraud and Corrupt Practices

Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, TIA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

Without prejudice to the rights of TIA hereinabove and the rights and remedies which TIA may have under the Letter of Award (LOA), if an Applicant, as the case may be, is found by TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by TIA during a period of 3 (three) years from the date such Applicant, as the case may be, is found by TIA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means
 - establishing contact with any person connected with or employed or engaged by TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - having a Conflict of Interest; and

- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.15 Confidentiality

Information relating to examination, clarification, evaluation, and recommendation for selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the TIA in relation to or matters arising out of/or concerning the Selection Process. The TIA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the TIA

6.16 Clarifications from Bidder

To facilitate evaluation of Proposals, the TIA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the TIA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under Sub-Clause mentioned above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the TIA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the TIA.

6.17 TIA's Right to accept/reject any proposal or all proposals

The TIA reserves the right to accept or reject any bid and to annul the Bidding process and reject 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 bidders or bidders of the grounds for the TIA's action.

6.18 Award of Contract

6.18.1 Notification of Award

Prior to expiry of the period of Bid validity prescribed by Client, the Client will notify the successful bidder(s) in writing, that their Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called “Notification of Award”/“Letter of Award”) shall name the sum which the Client will pay to Service Provider in consideration of the execution, completion and maintenance of the Work by the Service Provider as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”). Within 5 days of receipt of the “Notification of Award”/“Letter of

Award” the successful bidder shall sign and return a copy of the same to the Procurer as acknowledgement of receipt of the same.

6.18.2 Performance Security

- a) Upon receipt of Letter of Award (LOA) from the Client, the successful Bidder shall furnish the Performance Security of an amount equal to 5% of the contract value which shall be valid for 45 days beyond the contract period from the date of submission, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. If Selected Bidder fails to submit performance security within stipulated time, the EMD shall be forfeited.
- b) The Selected Bidder shall have to provide extended Bank Guarantee, before expiry, as required.
- c) Any non-renewal of performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default for termination of the contract without prejudice to take other legal recourse by penalty, compensation, blacklisting etc. as the case may be.

6.18.3 Signing of contract

After acknowledgement of Letter of Award (LOA) by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from date of issuance of LOA. Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign Agreement within stipulated time, their performance security shall be forfeited and appropriated by the Client. In such an event, the Client may invite next ranked Bidder for negotiations and may issue LOA to him.

6.19 Disqualification of the bidder

- a) Any misrepresentation/improper response may lead to disqualification of the Bidder.
- b) In case it is found during evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement
- c) If the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client without the Client being liable in any manner whatsoever to the Applicant, as the case may be. In such an event, the Client shall forfeit and appropriate the performance

Security and also pre-estimated compensation and damages payable to the Client as mutually agreed for, inter alia, time, cost and effort of the Client without any other right or remedy that may be available to the Client

6.20 General Conditions of Contract

6.20.1 Definitions

- a. "Contract" means the Contract Agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all RFP clauses, negotiations, attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Service Provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- f. "Client" means the entity procuring the consultancy services
- g. "Service Provider" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.

6.20.2 Relationship between the parties

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

6.20.3 Law Governing the Contract

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

6.20.4 Language

The language for communication shall be English, unless otherwise modified by the Client

6.20.5 Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Special Conditions of Contract. The term “in writing” means communicated in written form with proof of receipt.

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

6.20.6 Taxes and Duties

- i. The Service Provider shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Client or the Service Provider in pursuance of the Contract, if applicable. Tax liability, if any, on Service Provider’s personal income & property shall be borne by the Service Provider and shall be responsibility of the Service Provider as per Tax Laws of India.
- ii. Client shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Service Provider under the contract.
- iii. If any rates of taxes/duties/levies (hereinafter called ‘Tax’) are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Service Provider in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

6.20.7 Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Service Provider instructing the Service Providers to begin carrying out the Services.

6.20.8 Reporting obligations

The Service Provider shall ensure that information, records and documentation necessary to monitor the agreement are maintained and are available at all times to the Client or its authorized representative. The Service Provider hereby agrees that his and all his/her staff shall at all times co-operate with the reasonable processes of the Client for monitoring, evaluation and carrying out quality audit by any third party authorized by Client.

The Service Provider further agrees to maintain confidentiality of data and records and commits that such data and records will not be shared with any third party for any purpose.

6.20.9 Expiration of Contract

Unless terminated earlier, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

6.20.10 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

6.20.11 Modifications

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Client, as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

6.20.12 Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Contractor.

6.20.13 Termination by default

The Client may terminate the Contract if:

- a) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as the Client may have subsequently granted in writing
- b) The Consultant becomes insolvent or bankrupt

- c) If the Consultant fails to comply decisions / mandate of the Client.
- d) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) If the acts of Consultant are found to be unethical by the Client.

6.20.14 Termination of Service Provider without default

The Client shall be at liberty to terminate the Agreement without assigning any reason by giving 30 days written notice to the other party.

6.20.15 Arbitration

In case of any disputes arising out of the contract the same shall be referred to the Managing Director, APMSIDC or his/her nominee as arbitrator and his decision shall be final and binding on both the parties.

6.20.16 Venue of Arbitration

The venue of arbitration shall be at the courts of Vijayawada.

6.20.17 Confidentiality

The Service Provider either during the term or within two (2) years after expiration of this Contract, should not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without prior written consent of the Client.

6.20.18 Use of contract documents and Information

The Service Provider shall not without the Client's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith to any person other than a person employed by the Service Provider in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Service Provider shall not, without the Client's prior written consent make use of any document or information enumerated in the above para except for purposes of performing the contract.

Any document other than the contract itself enumerated in the first para of this clause shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Service Provider's performance under the contract if so required by the Client.

6.20.19 Compliance of minimum wages act and other statutory requirements

The Service Provider shall comply with all the provisions of Minimum Wages Act/ Rates of Government and other applicable labour laws issued by Government from time to time. The Client is not responsible to that effect.

6.20.20 Indemnity

By this agreement, the Service provider indemnifies the Client and/or Government against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service provider while performing duty.

The Service provider agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Service provider.

6.20.21 Performance Review

Periodic review meetings will be held and attended by appropriate levels of officials of Service providers to consider the performance, anticipated outcome of the agreement. The Client shall reserve the right to extend the contract based on the performance review.

6.20.22 Data Protection, Confidentiality and Record Keeping

All service users have a right to privacy and therefore all information and knowledge relating to them and their circumstances must be treated as confidential. Service Provider must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that service user's affairs are only discussed with relevant people and agencies.

Service Provider shall comply with all legislations, which otherwise would have been applicable had the services been run directly by the Government agencies.

6.20.23 Terms of payment

- a) The proposal shall include a financial quote for doing above mentioned services. Fees have to be quoted in one amount for both assignments. The payment of fees shall be made based on the achievements of various milestones specified below:

S.No	Component	Payment Component
1	Submission of report for issues related to Service tax and report & documents required for advanced ruling for GST	20% of the total quoted amount
2	Closure of Service tax issues	40% of the total quoted amount

3	Closure of GST issue	40% of the total quoted amount
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- b) The Client shall process the invoice within one month of receipt of bills.
- c) The Client or any other agency, as per existing rules of the Government, will have the right to examine the invoices as required under relevant rules. If such examination reveals any extra payment already provisionally made, the extra amount will be adjusted from the payment due to the Service Provider after due intimation.

6.20.24 Client Audit

The Service Provider, hereby, agrees to maintain all required books of accounts and to provide them to such audit as may be required to be carried out.

6.20.25 End of service period (Contract Expiry Date)

The contract shall be initially for a period of 6 months and extendable as per the requirement.

Annexure 1: Letter of Proposal

(To be submitted by Bidder on Letterhead)

Date:

To
Managing Director
APMSIDC
2nd Floor, PHYCARE Building
Plot No. 9, APIIC IT Park
Autonagar, Mangalagiri,
Andhra Pradesh

RFP Ref:

RFP Name: Selection of Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC

Dear Sir,

- 1) All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Bidders
- 5) I/We to the best of our knowledge certify that, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 6) I/We to the best of our knowledge further, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 7) I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.

- 8) I/We agree to keep this offer valid for 90 days from the Proposal Submission Date specified in the RFP.
- 9) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully

Place:

()

Date: Signature of authorized signatory

Designation and Official seal

Annexure 2: Declaration that the bidder is not blacklisted

(Affidavit to be submitted by the bidder)

{Place}

{Date}

To,

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the RFP for “Selection of Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC”

Dear Sir,

We confirm that our entity, _____, is not blacklisted nor involved in criminal cases or not covered by any pending bankruptcy proceedings by any Central/ State Governments/ PSUs in India during the last three financial years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We shall be liable for termination and also for penalty and for criminal prosecution in case any information found not true and correct.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Annexure 3A: Previous project experience format

Project Name:	
Location:	
Name of the client:	
Contact (mobile/landline) of the client:	
Approx. Turnover of the client (INR):	
No. of Staffs provided by the firm:	
Start Date (Month/Year):	
Completion Date (Month/Year):	
Approx. Value of Services (INR):	
Detailed narrative description of the project:	

(Proof of engagement, to be attached, include any of the following: work order/ engagement letter/ completion certificate/ appreciation certificate)

Turnover certificate: Self attested turnover certificate to be furnished

Annexure 3B: Format of CV

1. Name of the Staff	
2. Designation	
3. Position in the Proposed project	
4. Qualifications	
5. Employment Record (reverse chronology)	
<i>S.No. – Duration (Month/Year) – Organization – Position/s held in reverse order</i>	
6. Position Held at the Firm	
7. Years of Employment	
8. Experience (Relevant in the context of assignment)	

Annexure 4: Format of Bank Guarantee for Bid Security

Whereas ----- (hereinafter called 'the Bidder') has submitted or will submit the proposal for RFP dated ----- for “<Insert name of the RFP>” to Andhra Pradesh Medical Services & Infrastructure Development Corporation (hereinafter called "the APMSIDC")

KNOW ALL MEN by these presents that WE ----- of -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the APMSIDC to the sum of -
----- for which payment well and truly to be made to the APMSIDC, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this -----day of -----2021.

THE CONDITIONS of this obligation are:

- 1 If the Bidder, withdraws its bid during the period of bid validity specified by the Bidder in the RFP; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the APMSIDC during the period of bid validity.
 - a) fails or refuses to execute the Proforma for Contract, if required; or
 - b) fails or refuses to furnish the Bank Guarantee for Performance Security, in accordance with the conditions mentioned in the RFP.

We undertake to pay to the APMSIDC up to the above amount upon receipt of its first written demand, without the APMSIDC having to substantiate its demand, provided that in its demand the APMSIDC will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

Authorized Signatory of the Bank

Annexure 5: Format of Bank Guarantee for Performance Security

To

The Mission Director

NHM, Andhra Pradesh

WHEREAS _____ (Name of the Service Provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No. _____ dated _____ to supply _____ (Description of Goods and Services) hereinafter called " the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we under take to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____.

Signature and seal of Guarantors

Date _____

Address _____

Annexure 6: Financial bid format

To

Managing Director

APMSIDC

2nd Floor, PHYCARE Building, Plot No. 9, APIIC IT park, Autonagar

Mangalagiri, Andhra Pradesh

Subject: RFP for “Selection of Consultancy Services in Indirect Tax Matters in Relation to Two Specific Assignments of APMSIDC

Dear Sir,

Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.

I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.

I/We agree to abide by this proposal/bid for a period of 3 months from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period or the extended bid validity period.

Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the Client.

We submit the Format - Price bid as appended herewith in the format prescribed.

S.No	Component	Nos.	FEES QUOTED (IN RS.)
1	Fees for Providing Consultancy Services	NA	
Financial Bid / Total Rates (INR)			

Yours faithfully

Signature of the authorized signatory

Note:

1. Reimbursement of expenses shall be made for actual expenses incurred upon submission of bills. TA and DA shall be paid based on corporation rules.
2. The bidder shall provide onsite support as and when required by the Client.
3. Price quoted should be inclusive of GST.

Annexure 7: Write Up on Conceptual Clarity of the Assignment

Write Up on Conceptual Clarity of the Assignment

In this write up the firm should propose the following:

- Understanding of the project,
- Action plan the firm intends to follow – Approach & Methodology
- Value addition proposed for the assignment.

The practical difficulties and obstacles which can possibly arise during the course of assignment and how to address them should also be highlighted.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address: