



**Tender for
Engagement of HR Consultant
for GSTN**

**GOODS AND SERVICES TAX NETWORK
(GSTN)**

4th Floor, East Wing, World Mark-1, Aerocity,
New Delhi – 110037

Tel: 011-49111200, Fax: 011-49111210

Website: www.gstn.org

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KEY DETAILS

RFP reference number	GSTN/P&C/HRC/01-2019/P-28
Name of work	Tender for Engagement of HR Consultant for GSTN
Place of availability of RFP document	Web site of GSTN: http://www.gstn.org Any further amendment to RFP will be placed on website only
Pre-bid Meeting details	01th April, 2019 at 15:00 hrs. at Goods and Services Tax Network “East wing, 4th floor, World Mark -1, Aerocity, New Delhi – 110037 Clarifications to be submitted as per format at Annexure-IX and minimum two days in advance of pre-bid meeting.
Last date, time & place for submission of bid	11th April, 2019 at 15:00 hrs. Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037
Bid opening details	Technical Bids shall be opened on 11th April, 2019 at 15:30 hours. <i>Note: The representative of bidders are requested to carry their company I-card/Authorization letter (on Company’s letter head) for attending the bid opening meeting. Without Company I-Card/ Authorization letter, no bidder will be allowed to attend the bid opening meeting.</i>
Opening of Financial bids	The date of opening of financial bids will be informed separately to successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive/qualified.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) : Rs.1,00,000/- (Rupees One Lakh only)

	<p>The EMDs should be in the form of a Demand Draft/ Bank Guarantee drawn from any Nationalised bank or scheduled bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi branch and valid for a period of forty-five days beyond the bid validity period (180+45=225days) from the last date of the bid submission. GSTN shall not be liable to pay any interest on the EMD.</p> <p>Any bid not accompanied by the EMD shall not be considered.</p>
Envelope & Dispatch	<p>The bidders must submit the bids under 2 bids system i.e.</p> <ol style="list-style-type: none"> i. <u>Envelope-I</u>: Technical bids containing all eligibility/pre-qualification & technical details along with EMD except Financial bid. ii. <u>Envelope-II</u>: Financial bid/ Price Schedule as per the price schedule format annexed at Annexure-I. iii. Both the bids must be submitted in two different sealed envelope and submitted. <p>The envelopes should clearly indicate the Bid Reference No., Name of the Bidder and his Address. The Bidder has the option of sending the bid by Speed/Registered Post, in person only. GSTN takes no responsibility for delay, loss or non-receipt of bids within the stipulated date & time. Bids submitted by any other mode shall not be accepted.</p>
Address for communication	<p>The SVP (Procurement & Contracts) Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037 Email: pramod.somnathe@gstn.org.in tilak.negi@gstn.org.in</p> <p>Tel: 011-49111200, Ext: 367</p>

SECTION – I

NOTICE INVITING TENDER (NIT)

RFP No: GSTN/P&C/HRC/01-2019/P-28

Date: 20/03/2019

To,

Subject: Invitation of bids for ‘Tender for Engagement of HR Consultant for GSTN’

1. Goods and Services Tax Network (GSTN) is a Section 8 company (under The Companies Act 2013). The Company has been set up primarily to provide IT infrastructure and services to the Central and State Governments, tax payers and other stakeholders for implementation of the Goods and Services Tax (GST). For more details, please visit our website-<http://www.gstn.org>
2. Goods and Services Tax Network (GSTN) invites sealed bids, from eligible bidders for **“Tender for Engagement of HR Consultant for GSTN”**.
3. Bidder may download the tender enquiry documents from the web site www.gstn.org and submit its tender by utilizing the downloaded document.
4. Bidders shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the bids will be received/opened on the next working day at the appointed time.
6. GSTN takes no responsibility for delay, loss or non-receipt of bid documents sent by post.
7. GSTN reserves the right to accept or reject any or all of the bids in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

For **Goods and Services Tax Network**

Pramod B Somnathe
Sr. Vice President (P&C)

Acronyms

<u>Acronym</u>	<u>Description</u>
BG	Bank Guarantee
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
GST	Goods And Services Tax
GSTN	Goods And Services Tax Network
HR	Human Resources
ITB	Instructions to Bidders
LD	Liquidated Damages
LOA	Letter of Award
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NDC	No Deviation Certificate
PBG	Performance Bank Guarantee
PO	Purchase Order
PQ	Pre-Qualification Criteria
QCBS	Quality and Cost Base Selection
RFP	Request for Proposal
SLA	Service Level Agreement
SoW	Scope of Work
SP	Service Provider
SR	Service Recipient
TCV	Total Contract Value
TOR	Terms of References
WO	Work Order

SECTION – II

Details of Requirement for HR Consultant

1. Scope of Work (SoW)

The following would be the broad Scope of Work/Activities for the proposed HR Consultant:

A. Redefining the Grade Structure and aligning benefits across the company in a more scientific manner:

Grade structure needs to be redefined based on the optimum work level rather than the CTC so that market hiring has some flexibility. Further, such grade restructuring will also allow continuity after appraisal cycle without disrupting the grade structure.

- Compensation philosophy may be arrived at after considering the functional pay ranges which will suffice for the next 3-5 years. Below points will be taken into consideration while redefining the Salary Ranges:
 - Range Spread to be maintained across grades.
 - Range overlap.
 - Mid-point progression from one grade to another.
- Devising tools for strengthening the Payroll Processing and Performance Appraisal in order to strengthen the existing systems so that compensation related data is not affected by any changes in the organization.

B. Defining clear expectations from each role or cluster of roles (Job Evaluation/Analysis):

Over the period of more than five years of the operations of GSTN, the job profiles of many roles have undergone significant changes due to changing work environment on account of progress in the implementation of the GST Project. Hence, there is a need to form cluster of roles as well as pay bands for persons with similar skill levels which requires formulating a scientific grade structure within the organization by doing a detailed Job Analysis/Evaluation. The end-result of the activity will be the following outcome:

- Identification and validation of Unique Roles within GSTN.
- Scoring all Unique Roles using a scientific tool/methodology.

C. Benchmarking compensation externally in an objective manner:

The HR Manual of GSTN provides for a Compensation Report by an external agency in order to benchmark compensation in an objective manner. There is a need to get this done so that our compensation strategy is aligned with the industry norms prevalent in the market (IT Services Industry) which would enable us to recruit and retain the best talent. A comparison between private and public sector undertakings will be an added benefit.

- Compensation Report.

D. Career Development and Succession Planning:

The HR Manual of GSTN does not define and link the roles horizontally and vertically, i.e. the company lacks a defined Promotion Policy. Therefore, the Consultant will make suitable recommendations regarding formulation of a Promotion Policy for GSTN and will assist the HR Committee of GSTN in finalizing the same.

- **Promotion Policy** for market recruit employees of GSTN by defining parameters like minimum eligibility, minimum tenure, Compensation restructuring etc. to move from one grade to another.

E. Formulating flexible and appropriate hiring and remuneration policies for the company upon its conversion to a fully-owned Government company:

- The Consultant will examine the relevant policies of various Government undertakings/PSUs and related organizations discharging similar functions and recommend flexible and appropriate hiring and remuneration policies for the company after its conversion to a fully-owned Government company considering criticality of IT manpower, prevailing market compensation, future role of the company etc.

F. Assisting the Remuneration Committee of GSTN as and when required:

- The Consultant will assist the Remuneration Committee of GSTN in fulfilling its defined Terms of References (TOR) defined below, as and when required and consulted by the Committee.

Terms of References (TOR) for the Remuneration Committee of GSTN:

1. Formulate the criteria and to recommend to the Board a policy relating to the remuneration for the executive directors, key managerial personnel and other employees of the company of the level of AVP and above.
2. Study the remuneration policy and methodology followed in public and private organizations/companies which are providing technology-based services in India similar to GSTN.
3. Formulate the policy and criteria for determining the remuneration including methodology for appraisals and grant of annual increments for the key managerial personnel and senior employees of the company of the level of AVP and above hired from the market and to make suitable recommendations in this regard based on the best industry practice.
4. Formulate flexible and appropriate hiring and remuneration policies for the company after its proposed conversion to a fully-owned Government company gets completed considering criticality of IT manpower, prevailing market compensation, future role of the company etc. For this purpose, the Committee shall have the authority to examine the relevant policies of various Government undertakings/PSUs and related organizations discharging similar functions and may also obtain/call for services of external professionals/consultants as it may deem fit.
5. The Remuneration Committee shall, while formulating the policy and criteria under the above paras ensure that:
 - i. the level and composition of remuneration is reasonable and sufficient to attract, retain and motivate directors and other employees of the quality required to meet its obligations and run the company successfully;
 - ii. relationship of remuneration to performance is clear and meets appropriate performance benchmarks;
 - iii. remuneration to directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short and long-term performance objectives appropriate to the working of the company and its goals.
6. The Remuneration Committee may set up a mechanism to carry out its functions and is further authorized to delegate any/all of its powers to any of the Directors and/or officers of the Company, as deemed necessary for proper and expeditious execution of its terms.

7. The Remuneration Committee will only advise the Board, which may then consider such advice as binding or not. The ultimate decision with regard to implementation of the Remuneration Policy will be subject to the approval of the Board.
8. The Committee will confirm to any limitations that may be imposed on its Terms or its scope of work by the Board of GSTN from time to time.

2. Detailed Company Profile

- I. Goods and Services Tax Network (GSTN) is a Section 8 (under new companies Act, not for profit companies are governed under section 8), non-Government, private limited company. It was incorporated on March 28, 2013. The Government of India holds 24.5% equity in GSTN and all States of the Indian Union, including NCT of Delhi and Puducherry, and the Empowered Committee of State Finance Ministers (EC), together hold another 24.5%. Balance 51% equity is with non-Government financial institutions. The Company has been set up primarily to provide IT infrastructure and services to the Central and State Governments, tax payers and other stakeholders for implementation of the Goods and Services Tax (GST) (Details of the Company are available on the website of GSTN).
- II. The GST Council in its 27th meeting held on 4th May 2018 decided that GSTN will be converted into a 100% Government-owned entity by transferring 51% equity shares held by the Non-Government institutions to the Centre and states equally. The Union Cabinet in its meeting held on 26th September 2018 also decided to convert GSTN into a fully-owned Government company with 50% equity of the company to be held by the Central Government and the balance 50% to be held by various States and Union Territories.
- III. The Council further decided that, subject to the GSTN Board's decision, the existing regular employees to be continued on the same terms and conditions on which they were appointed. Further, existing employees on deputation to be continued on the same terms and conditions till the completion of their tenure and new employees on deputation will continue to be hired on the terms and conditions similar to those being used by GSTN. Further, flexibility will be given to GSTN for hiring people through contract on the terms and conditions similar to those being used currently by GSTN while hiring technical manpower. Further, flexible hiring and appropriate remuneration policies may be evolved by GSTN Board considering criticality of IT manpower, prevailing market compensation etc. and placed before the GST Council for its approval from time to time.

- IV. The organizational structure of GSTN is detailed in the website of GSTN.
- V. GSTN has approximately total number of 65 regular employees on roll as on date.

3. Contract duration & Resource Deployment

3.1 Contract Term & Extension of Contract:

The term of the Contract shall be for a period of **One (01) year**.

The Contract timelines will start from the date of LOI/LOA/PO/WO and the Agency have to sign the contract ***within 21 days after issue of LOI/LOA/PO/WO.***

3.2 Manpower:

1. The firm should be fully equipped with trained and skilled HR professionals.
2. The person assigned to handle GSTN account (hereinafter called 'Project Head') should preferably hold a Master's Degree from XLRI/TISS and other reputed Institute from India or abroad in Human Resources with 10-15 years of work experience.
3. He / She will be supported by the team at the backend as per need basis.
4. Direct experience in dealing with Companies incorporated by "Central or State Government", will be given preference.
5. It is primary responsibility of agency to provide resource(s) as per the Job Description specified in Scope of work. In case of resource(s) not able to perform the task, agency will have to replace the resource(s) immediately on GSTN instruction.

3.3 Deployment Plan of Manpower/Resources

Since the selected agency will be new to GSTN, an Induction Program is planned where the team from Agency (one mid-level resource, one entry level resource along with Project Head) will be given a deep dive on GSTN, its history, work being done by it, challenges faced, GST System Software Project, future plan etc. The idea will be to fully familiarize the Agency team with GSTN's evolution so far and its future roadmap.

Definition of level of resources to be deployed on the GSTN HR Project with minimum required experience is given below:

Level	Qualification	Experience
Project Head	MBA or equivalent in HR	10 to 15 years
Middle Level Resource	-DO-	8 to 10 years
Entry Level Resource	-DO-	5 to 8 years

Note: Resume of candidates must be provided in the format as mentioned at **Annexure-VI**.

Mobilization of Resources

The successful agency should mobilize resources within 15 days of issue of LOI/LOA/PO/Work Order as per terms of RFP.

Start Date:

The total work mentioned in the PO/LOA have to start on date desired by GSTN and will be intimated by GSTN in writing. However the assigned project will start within 15 days from the date of PO/LOA. Consultant shall deploy appropriate number of personnel to conduct studies for HR Operation & Organizational restructuring to ensure to complete the same on the below mentioned timelines.

4. Deliverables & Delivery Schedule:

Sr.#	Phase – 1 Deliverables as defined in SoW	Delivery Schedule
1.	Redefining the Grade Structure and aligning benefits across the company	Three (03) months from the Start Date <i>(Please refer para 3.3 for Start Date)</i>
2.	Job Evaluation and Analysis	
3.	Benchmarking Compensation	
4.	Career Development and Succession Planning	
5.	Formulating flexible and appropriate hiring and remuneration policies for the company upon its conversion to a fully-owned Government company	

Sr.#	Phase - 2 Deliverables as defined in SoW	Delivery Schedule
1.	Support Cost <i>(Assistance to Remuneration Committee & GSTN's Top Management and furnishing information/reports as called for by them, time to time and need basis)</i>	Upto Contract Duration

The successful Agency have to submit the detailed reports for all the above mentioned deliverables (Phase 1 & 2) to GSTN.

Kindly Note:

- a. **Day means Calendar day**
- b. **Week means 7 days**
- c. **Month means 30 days**

5. Delay and Non-Performance Penalty:

Sr. #	Delay or Non-performance in achievement of targets listed below	Penalty
Phase -1		
1.	Redefining the Grade Structure and aligning benefits across the company	In case of delay in completion of the assignment / deliverables, the penalty @ 1% of the total value of Phase -1 per week subject to maximum up to 10% of the total value of Phase -1 shall be levied.
2.	Job Evaluation and Analysis	
3.	Benchmarking Compensation	
4.	Career Development and Succession Planning	
5.	Formulating flexible and appropriate hiring and remuneration polices for the company upon its conversion to a fully-owned Government company	
Phase -2		
1.	Support Cost <i>(Assistance to Remuneration Committee & GSTN's Top Management and furnishing</i>	In case of absence of Man power as per the requirement of GSTN, the penalty @ two times of the Person day cost shall be levied.

	<i>information/reports as called for by them, time to time and need basis)</i>	
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Note:

In case of delay in achieving any of the deliverables mentioned above solely not attributable to SP/Agency, GSTN may consider condoning or reducing part of the penalty/liquidated damages.

SECTION – III

EVALUATION PROCESS

Except the public opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to any Bidder or any person not officially concerned with such process.

1. Pre-qualification Criteria

Sr. No.	Eligibility Criteria	Supporting Document required
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 / Partnership Act 1932 and should be in operation in India for minimum five (5) years.	Certificate of Incorporation/ Partnership agreement / Any registration certificate with Govt. Deptt.
2.	The bidder should have an office in Delhi / NCR	Copy of Electricity/telephone/ mobile bill in the name of agency OR Lease agreements or any other proof.
3.	The bidder must have an average annual Turnover of minimum INR 05 Crore during the last 3 financial years ending 31 st March, 2018.	Copy of Audited Balance Sheet with Profit & Loss A/c for the year: 2017 - 2018 2016 - 2017 2015 - 2016
4.	Bidder should be profit making (Net profit after tax) as per the audited financial statements in last 3 financial years ending 31 st March, 2018	Copy of Audited Balance Sheet with Profit & Loss A/c for the year: 2017 - 2018 2016 - 2017 2015 - 2016
5.	Copy of following: a) Permanent Account Number (PAN) b) GST Registration	Copy of respective certificate/document
6.	During last 7 years (ending last day of month previous to the one in which bid applications are invited), the bidding entity should have any one of the following experiences:-	Copy of Letter of Award (LOA)/ Purchase Order (PO)/ Work Order (WO)/ Contract, containing Scope of Work (SOW) and Contract Value And

	<p>a) The bidding entity should have successfully completed one HR consultancy related works in any organization in India costing not less than the amount equal to Rs. 40 Lakh or more. OR</p> <p>b) Two HR consultancy related works costing not less than the amount equal to Rs. 25 Lakh or more each. OR</p> <p>c) Three HR consultancy related works costing not less than the amount equal to Rs. 20 Lakh or more each</p>	<p>Certification of completion by client or CS/Independent Auditor;</p> <p>Verification can be carried out by GSTN (in case required) through any appropriate means with the client as per the details provided by the Bidder. If the information furnished is found to be incorrect or forged then bid would be rejected.</p>
7.	Bidder should not have been blacklisted by Govt. of India/ State Government/ Central PSU at the time of bid submission date	Self-declaration from the bidder in company letter head, signed by authorized signatory as per Annexure-VII

Note: HR consultancy related works means similar scope of work as stated in this tender.

2. Evaluation of Technical Bid

The bidders, who do not qualify in the pre-qualification criteria, shall not be considered for technical evaluation and therefore their bids will be rejected. GSTN shall evaluate the bids and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence may lead to rejection.

GSTN reserves the right to reject any or all proposals.

The steps for evaluation are as follows:

- a) Evaluation of Technical bid will be done only for bidders who succeed in Pre-qualification criteria.
- b) GSTN will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- c) The technical bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in the RFP.
- d) Bidders will be asked to present their experience, approach & Methodology.

- e) GSTN reserves the right to check/validate the authenticity of the information provided in the pre-qualification and Technical evaluation criteria and requisite support must be provided by the bidder.
- f) Each Technical bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a technical score of **65 percent or more** in each section and **70 percent or more** overall will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.
- g) The technical bid document will be evaluated as per the evaluation criteria mentioned in the table below:

Sl. No.	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
1.	Bidder's Experience	250	>=163 (65%)
2.	People with Expertise	250	>=163 (65%)
3.	Approach & Methodology	300	>=195 (65%)
4.	Consultant Technical Presentation	200	>=130 (65%)
Total		1000	>= 700 (70%)

- h) The normalized technical score of the bidder shall be calculated as follows:

Normalized Technical Score of a bidder = {Technical Score of that bidder/Score of the bidder with the highest technical score} X 1000 (adjusted to 2 decimals)

Example:

Bidders	Technical score	Calculation	Normalized Technical score
1	950	(950/990)*1000	959.60
2	960	(960/990)*1000	969.70
3	970	(970/990)*1000	979.80
4	980	(980/990)*1000	989.90
5	990	(990/990)*1000	1000.00

The following sections explain how the bidders will be evaluated on each of the evaluation criteria.

2.1. Bidder's experience

#	Criteria	Particulars	Documentary Evidence	Marks Allotted
a)	Bidder's Experience	<p>The bidder should have successfully formulated and implemented entire human resources management strategy for at least three organizations in India during the last five (05) years (ending last day of month previous to the one in which bid applications are invited).</p> <p>Value of each project/work to be at least of INR 25 Lakhs.</p> <p>3 citations (<i>at least 01 (one) citation with Govt./PSU/Autonomous body is mandatory</i>)</p> <p>Each citation: 50 marks</p> <p><i>Note: All citations should be completed successfully, on-going work/project would not be considered</i></p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity)</p>	150
b)	Bidder's Experience	<p>The bidder should have the experience in successfully handled human resources project engagements like any of the following for an Information Technology (IT) organization: Appraisal Methodology, Rewards and Recognition, Human Resources Policies, Recruitment policies and Designing of Human Resources Manual, during the last five (05) years (ending last day of month previous to the one in which bid</p>	<p>Copy of work order + Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p>	100

		<p>applications are invited).</p> <p>4 citations</p> <p>Each citation: 25 marks</p> <p><i>Note: All citations should be completed successfully, on-going work/project would not be considered</i></p>		
TOTAL				250

2.2. People with Expertise

#	Criteria	Areas to be demonstrated	Documentary Evidence	Marks Allotted
a	People with Expertise	<p>The Project Head should have been involved in successfully formulating /devising the human resource strategy of IT Organisation and Govt./PSU/Autonomous body, in India and should have had an overall consulting experience of 10 to 15 years.</p> <p>150 marks - if the criteria is met.</p> <p>125 marks = $<15 \ \& \ \geq \ 12$ years</p> <p>100 marks = $<12 \ \& \ \geq \ 10$ years</p>	<p>The bidder is required to submit a self-declaration on company's letter head signed by company's authorized signatory/ Company Secretary in this regard along with the CV</p>	150
b	People with Expertise	<p>The bidder should have a team on roll, which would be deployed for the work, and has been involved in end to end implementation of HR strategy for at least one organization.</p> <p>100 marks- if the criteria is met for five or more team members</p> <p>80 marks – if the criteria is met for less than five but more than two team</p>	<p>The bidder is required to submit a self-declaration on company's letter head signed by company's authorized signatory/ Company Secretary in this regard along with the CV of the personnel</p>	100

		members 50 Marks- if the criteria is met for at least two team members	and the name of the client he/she has successfully handled.	
TOTAL				250

2.3. Approach & Methodology

#	Criteria	Criteria Details	Marks Allotted
1.	Approach and Methodology to perform the work in this assignment.	1) Understanding of the objectives of the Assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the tender. : Max Marks 75 2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work : Max Marks 75 3) Demonstration of understanding of the GSTN's requirements: - Learnings - Challenges likely to be encountered - Mitigation proposed - Client references : Max Marks 75 4) Project work break down structure - Overall timelines - Resource assignments (relevance to the task assigned) - Dependencies : Max Marks 75	300
TOTAL			300

2.4. Consultant Technical Presentation

#	Criteria	Criteria Details	Marks Allotted
2.	Presentation	Demonstration of in-depth understanding of GSTN's HR requirements through the Technical proposal supplemented by Presentation & interactions.	200
TOTAL			200

Note: Presentation of the Technical Bid - The proposed team (Project Head and team) of bidder who is/are intended to be deployed for GSTN work, of bidder will make the presentation before the “Tender Evaluation Committee”. Presentation by any other official/employee of bidder will not be allowed.

3. Evaluation of Commercial/Financial bid

- a) All the technically qualified bidders will only be notified to participate in commercial bid opening process.
- b) The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN’s discretion.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) The normalized commercial score of the technically qualified bidders will be calculated, while considering the commercial quote given by each of the bidders in the commercial bid as follows:

Normalized Commercial Score of a bidder = {lowest quote/ bidders quote} X 1000 (adjusted to 2 decimals)

Example:

Bidders	Price Quoted by bidders (in Lakhs)	Calculation	Normalized Commercial Score
1	10	(10/10)*1000	1000.00
2	11	(10/11)*1000	909.09
3	12	(10/12)*1000	833.33
4	13	(10/13)*1000	769.23
5	14	(10/14)*1000	714.29

4. Final score calculation through QCBS

The final score will be calculated through Quality and Cost based selection (QCBS) method with the following weight-age:

Technical: 70%

Commercial: 30%

Final Score = (70%*Normalized Technical Score) + (30%* Normalized Commercial Score)

Example:

Bidders	Final Technical score (70% x Normalized Technical Score)	Final Commercial score (30% x Normalized Commercial Score)	Final Score (70:30)
1	959.60*.7	1000*.3	971.72
2	969.70*.7	909.09*.3	951.52
3	979.80*.7	833.33*.3	935.86
4	989.90*.7	769.23*.3	923.70
5	1000*.7	714.28*.3	914.29

- a) Bidder with highest QCBS score as calculated above will be awarded the work. In the above example, bidder-1 will be treated as successful bidder.
- b) In the event of 'tie' at Final score, the bidder securing highest technical score will be adjudicated as the Best Value bidder for award of the work.

SECTION – IV

INSTRUCTIONS TO BIDDERS (ITB)

1. Bid Security (EMD - Earnest Money Deposit):

Bidders shall submit, along with their Bids, EMD (amount specified in the tender notification table) in the form of a Demand Draft/ Bank Guarantee drawn from any Scheduled bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi branch and EMD should be valid for a period of forty-five days beyond the bid validity period (45+180 days). EMD in any other form will not be accepted. EMD in the shape of Bank Guarantee must be submitted in the format provided at **Annexure-III**.

- a) The EMD is interest free.
- b) The EMD, for the amount mentioned in key details, of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by GSTN at the earliest post signing of agreement and submission of the PBG by the successful bidder.
- c) The bid submitted without EMD, mentioned above, will be rejected without providing any further opportunity to the bidder concerned.
- d) The bidder shall extend the validity of the bid and EMD on request by GSTN.
- e) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.
- f) Bid security is exempted to bidders registered with NSIC/MSME or Startups as recognised by Department of Industrial Policy & Promotion (DIPP), subject to submission of valid registration document.

2. Bid Price:

- a) The prices should be quoted in Indian Rupees, failing which the bid would be rejected. The price shall be written both in figures & words in the prescribed offer form.
- b) The rates quoted by the bidder shall be fixed for the duration of contract and shall not be subject to adjustment on any account.
- c) Incomplete and/or conditional bids shall be liable to rejection.
- d) Prices should be quoted as per price schedule enclosed at **Annexure-I**.

3. Venue & Deadline for submission of proposals

- i. Proposals, in its complete form in all respects as specified in the RFP/Tender, must be submitted to Goods and Services Tax Network (GSTN) as specified in the Key details Table.

- ii. Last Date & Time of submission: As given in the Key details Table
- iii. Goods and Services Tax Network (GSTN) may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of Goods and Services Tax Network (GSTN) and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4. Late Bids

Bids received after the due date and time as specified in the Tender Notification Table (including the extended period if any) for any reason whatsoever, shall not be entertained by GSTN.

5. Validity of bid:

Bid shall remain valid for a period of **180 days from** the date of bid opening. Bid validity may be extended by the Bidder by submitting a letter to GSTN in writing on receipt of request from GSTN.

6. Discrepancies in prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- d) If, as per the judgement of GSTN, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of GSTN, the bid is liable to be ignored.

7. Performance Security/Bank Guarantee

The successful firm/ company will have to deposit a Performance Bank Guarantee (PBG) @ **10% of the contract value** on a non-judicial stamp paper of appropriate value and from any scheduled bank **within 21 days from the date of Letter of Award (LOA)**.

The format of Performance Bank Guarantee would be provided to the successful agency on release of LOA/PO.

Performance Security should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

The proceeds of the performance security shall be payable to the GSTN as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If the successful Bidder fails to furnish a Performance Bank Guarantee, the contract may be terminated forfeiting EMD and shall be debarred from participating in the re-tender of the work.

8. Contract agreement

The successful firm / company will be required to execute an agreement on Rs.100/- Non-judicial stamp paper with GSTN within 21 days of the date of the award letter (LOA). In case the successful firm / company fails to enter into the agreement with GSTN within 21 days, the EMD deposited by such firm / company shall stand forfeited without giving any further notice. Format of contract form/agreement is enclosed at **Annexure-V**.

9. Vendor/Agency details:

The Agency to fill in the vendor detail form enclosed with this RFP Document as **Annexure-IV** and same should be submitted along with the bid.

10. Payment Schedule:

Sr.	Phase – 1 Deliverables as defined in SoW	Payment	Periodicity
1.	Redefining the Grade Structure and aligning benefits across the company	As per Price Schedule	One Time
2.	Job Evaluation and Analysis	As per Price Schedule	One Time
3.	Benchmarking Compensation	As per Price Schedule	One Time
4.	Career Development and Succession Planning	As per Price Schedule	One Time
5.	Formulating flexible and appropriate hiring and remuneration polices for the company upon its conversion to a fully-owned Government company	As per Price Schedule	One Time

Sr.	Phase – 2 Deliverables as defined in SoW	Payment	Periodicity
1.	Support Cost <i>(Assistance to Remuneration Committee & GSTN's Top Management and furnishing information/reports as called for by them, time to time and need basis)</i>	On Actual Basis	Monthly

Payment will be made subject to submission of invoice along with Acceptance Certificate and **all supporting documents/reports** duly certified by the Officer-in-Charge of GSTN.

- a) The agency shall get the acceptance certificate of the work/deliverables from GSTN Officer-in-charge/SPOC.
- b) After getting Acceptance Certificate from GSTN Officer-in-charge, the agency shall submit the invoice along with acceptance certificate(s) to Procurement & Contracts (P&C) Division of GSTN.
- c) Payment will be released through RTGS/NEFT within 30 working days subject to receipt of the invoice along with Acceptance Certificate (signed by GSTN Officer-in-charge) and all requisite documents. Copy of Acceptance Certificate shall be provided to the successful agency along with LOA/PO.

11. Acceptance of RFP & Quantity/Quantum variation

The GSTN may accept or reject any bid without assigning any reason.

For exceptional circumstances, at the sole discretion of GSTN, changes shall be allowed only when requested by GSTN. The actual process and approval workflow of Change Management shall be documented during operations. The GSTN reserves the right to increase or decrease the Quantum of work upto 20% of the quantity/quantum of work (SoW)/TCV. The bidder is bound to accept the increase or decrease in the tendered quantity/quantum of work upto 20% under this clause.

12. Acceptance of terms & conditions

Bidders are requested to submit a sealed and signed copy of this RFP document along with quotation as acceptance of all terms & conditions. In case signed & stamped copy of this RFP is not submitted, it will be assumed that the recipient will, by responding to GSTN's RFP/Tender document, be deemed to have accepted the terms as stated in this document.

13. Deviations and Exclusions:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a 'No Deviation Certificate' (NDC) as per the format enclosed at **Annexure-VIII**. The bids with deviation(s) are liable for rejection.

14. Acceptance of part / whole bid / modification – Rights there of

GSTN reserves the right to accept or reject wholly or partly bid offer, or modify the specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, if any, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. GSTN also reserves the unconditional right to place order on wholly or partly bid quantity/quantum to successful Bidder.

15. Consortium or Sub-contracting

Consortium or sub-contracting for this job mentioned in this Tender/RFP is not allowed. The bidder must have the capacity to execute the work by themselves.

16. GSTN's Right to terminate the Process

- a) GSTN reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for actions taken by GSTN.
- b) GSTN is accepting the bids on a no cost no commitment basis.
- c) GSTN makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This RFP does not constitute an offer by GSTN. The Bidder's participation in this process may result in GSTN selecting the Bidder to engage in further discussions and negotiations toward issue of LOA. The commencement of such negotiations does not,

however, signify a commitment by GSTN to issue LOA or to continue negotiations. GSTN may terminate negotiations at any time without assigning any reason.

17. Alteration and Withdrawal of RFP

The bidder, after submitting its bid, is permitted to alter / modify its bid so long as such alterations / modifications are received duly signed, sealed and marked like the original bid, within the deadline for submission of bids. Alterations / modifications to bids received after the prescribed deadline will not be considered.

No bid should be withdrawn after the deadline for submission of bid and before expiry of the Bid validity period. The GSTN reserves the right to withdraw/relax any of the terms and conditions.

18. Conflict in Terms

In the event of any conflict between any two or more terms of this Agreement, the term more favorable for GSTN, shall be final.

19. Debarment

- i. A bidder shall be debarred if he has been convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A bidder debarred under sub-section (i) shall not be eligible to participate in a procurement process for a period not exceeding three years.
- iii. For a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

20. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in

exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

21 (a) The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

21. Risk Purchase

If the Service Provider (SP) fails to perform its obligations (or any part thereof) under this Agreement and SP does not to make good such failure to the satisfaction of GSTN within 30 days (or such other additional cure period deemed reasonable by GSTN) of receipt of notice from GSTN about such failure or if the Agreement is terminated by GSTN due to breach of any obligations of the SP under this Agreement, GSTN reserves the

right to procure same or equivalent services/goods/deliverables from alternative sources at the MSP's risk and responsibility. Any incremental cost borne by GSTN in procuring such services/goods/deliverables shall be borne by the SP. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments/Security Deposit/ Bank Guarantee provided by the MSP under this Agreement and if the value of the services/materials under risk purchase exceeds the amount of Security Deposit and/or Bank Guarantee, the same may be recovered if necessary by due legal process. The incremental cost that may be recovered by GSTN from MSP under this clause shall be limited to 100% of the amount that was payable to SP for the non-delivered goods/services/deliverables.

22. Indemnities and Limitation of Liability:

The Service Provider shall indemnify GSTN without limitation, against all claims, suits, liability which may arise against GSTN on account of any third party IPR breach or Service Provider's confidentiality breach or wilful misconduct under the contract.

GSTN shall be entitled to claim and the Service Provider shall indemnify GSTN up to the Insured value against all damages and losses suffered by GSTN on account of Service Provider's non-performance or breach under this Agreement.

No party shall be liable for any type of consequential, indirect or incidental damages or losses, or loss of profit or good will, against another party to this contract.

Each party's aggregate liability for direct damages under this contract shall not exceed the total Contract value by the Service Provider to GSTN under this Agreement.

Provided that the aforesaid limitation of liability shall not be applicable in case of any:

- a) Confidentiality breach attributable to the Service Provider
- b) Wilful misconduct, by the Service Provider
- c) Third Party intellectual property right's infringement attributable to the Service Provider

23. Termination

A. Termination for Cause: GSTN may terminate the Contract, upon written notice to the Service Provider:

(a) In the event of arising of any of the following events:

- i. The Service Provider fails to deliver the services or fails to perform the works within the timelines specified in the Contract; or
- ii. The Service Provider commits breach of any of the terms and conditions of this Contract; or
- iii. The Serious discrepancy in the quality of service is observed; or
- iv. Provided, before terminating the Contract upon any of the aforesaid grounds (i) to (iii), GSTN shall first serve a thirty days' (30) written notice to the Service Provider requiring him to cure the breach. If the Service Provider fails to cure the breach, within the aforesaid 30 days period, GSTN shall have an option to forthwith terminate the Contract by notifying in writing thereon to the Service Provider.

(b) In case of any third party IPR breach arises against GSTN or confidentiality breach caused by the Service Provider or willful misconduct of the Service Provider.

In case of termination for cause, GSTN shall be entitled to recover loss and damages suffered by it on account for Service Provider's breach of the contract.

B. GSTN may terminate the Contract, upon written notice to the Service Provider, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.

C. Termination for convenience: GSTN reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 60 days' to the Service Provider, at any time during the currency of the Contract.

The aforesaid notice shall specify that the termination is for the convenience of GSTN. The notice shall also indicate inter-alia, the extent to which the Service Provider performance under the contract is terminated, and the date with effect from which such termination will become effective.

In the event of termination for convenience, GSTN will pay to the Service Provider all fees payable against the works and services completed by the Service Provider and accepted by GSTN up to the date of termination of the Contract.

24. Force Majeure :

a. Definition

- i. For the purposes of this work, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

b. Measures to be Taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Purchase order as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Purchase order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- iv. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration clause of this Purchase order.

25. Non-Disclosure:

All GSTN's technical information, data, details, applications, papers, statements, drawings, business/customer information and other related documents forming part of order which may be communicated to or come to the knowledge of Bidder and /or its employees during the project shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of GSTN. In the event of any breach of this provision, the Bidder shall indemnify the GSTN against any loss, cost or damage or claim by any party in respect of such breach. The bidder should execute the NDA (to be provided by GSTN with LOA) within 21 days from the date of the LOA/PO.

26. Use of Contract Documents and Execution:

The bidder shall not, without GSTN's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of GSTN in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. During the execution of the contract all the details including salary, perks etc. should not be discussed and disclosed within or outside the organization (GSTN). Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document shall remain the property of GSTN and all copies thereof shall be returned to GSTN on termination of the Contract. The bidder shall not, without GSTN's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

27. Confidentiality:

This document contains information confidential and proprietary to the GSTN. Additionally, the bidder will be exposed by virtue of the

contracted activities to internal business information of the GSTN, affiliates, and/ or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided/ which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this tender/ RFP or any program there under shall be made without written consent of GSTN. Reproduction of this tender, by photographic, electronic, or other means is strictly prohibited.

28. Exit Management:

- a) This clause sets out the provisions, which will apply on expiry or termination of the Agreement.
- b) It is the prime responsibility of the bidder to ensure continuity of Services at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, SP is also responsible for all activities required to train and transfer the knowledge to the Replacement SP / GSTN to ensure similar continuity and performance of the Services post expiry of the Contract. The SP will be required to carry out a gap analysis of the proposal made by the Replacement SP and specifically inform GSTN. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- c) In case of contract being terminated by GSTN, GSTN reserves the right to ask SP to continue running the project operations for a period of 3 months after termination orders are issued.
- d) Upon service of a notice under this Clause the following provisions shall apply:
 - i All risk in and title to the Assets, if any, to be transferred / to be purchased by GSTN pursuant to this Clause shall be transferred to GSTN, on the last day of the exit management period.
 - ii Payment to the outgoing SP shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

- iii The outgoing SP will pass on to GSTN and/or to the Replacement SP, the subsisting rights in any leased properties/ licensed products, if any, on terms not less favorable to GSTN/ Replacement SP, than that enjoyed by the outgoing SP.
- e) During the exit management period:
 - i. The SP will allow GSTN access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable GSTN to assess the existing services being delivered;
 - ii. Promptly on reasonable request by GSTN, the SP shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services provided by the SP. GSTN shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SP shall permit GSTN to have reasonable access to its employees and facilities as reasonably required by GSTN to understand the methods of delivery of the services employed by the SP and to assist appropriate knowledge transfer.
- f) The SP will promptly on the commencement of the exit management period supply to GSTN the following:
 - i. All current and updated data as is reasonably required by GSTN for the purposes of transitioning the services to its Replacement SP in a readily available format. ;
 - ii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GSTN, or its Replacement SP to carry out due diligence in order to transition the provision of the Services to GSTN, or its Replacement SP (as the case may be).
 - iii. All Intellectual Property Rights related to the Project and /or documentation relating to Project's Intellectual Property Rights.
 - iv. Project Data and Confidential Information.
- g) Before the expiry of the exit management period, the SP shall deliver to GSTN all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the SP shall be permitted to retain one copy of such materials for archival purposes only.

- h) On request by GSTN, the SP shall effect such assignments, transfers, licenses and sub-licenses, if any, as GSTN may require in favour of GSTN or its Replacement SP in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by GSTN or its Replacement SP.

29. Arbitration

- a) Any unresolved dispute or difference whatsoever arising between the parties to this agreement, out of or relating to the construction, meaning, scope, operation or effect of this PO/LOA or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at New Delhi, India and will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award subject to the provisions of clauses mentioned here and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.
- c) During any period of arbitration, the contractor shall not suspend its services.

30. Jurisdiction

This Agreement shall be subject to exclusive jurisdiction of courts at Delhi only.

31. Disqualification

The bid/proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:

- a) Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of tender.

- d) Bid is received after due date and time.
- e) Financial Bid not submitted in the format provided in tender/RFP document.
- f) Bid is not accompanied by all the requisite documents.
- g) Information submitted in technical 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.
- h) EMD not enclosed in the Technical bid.
- i) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

32. Taxes

Any increase or decrease in the rates of applicable taxes or any new levy on account of changes in law shall be payable as per actuals.

SECTION – V

General Conditions of Contract (GCC)

1. The contracting firm / company will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the person deployed by it in GSTN.
2. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the agency will be liable to be forfeited by GSTN besides annulment of the contract.
3. GSTN through its authorized officers shall have right to inspect the services regarding conduct of HR services for GSTN. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
4. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
5. Technical Bids will be scrutinized to check all requisite and relevant documents and their authenticity.
6. All the rates quoted by the bidder shall remain unchanged during the period of contract.
7. The contracting firm / company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other firm / agency / company without the prior written consent of the GSTN.
8. The bidder will be bound by the details furnished by him / her to the GSTN while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

9. The Performance Security Deposit can be forfeited by order of the Competent Authority of Office of Goods and Services Tax Network in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the LOA/PO by the firm / company to whom contract has been awarded.

10. The GSTN reserves the right to withdraw/relax any of the terms and conditions.

PRICE SCHEDULE

This is the summary table of Price bid for this tender. All the base prices in this table shall be picked from tables in the following sub-sections. *All amounts are in INR.* All the applicable taxes shall be paid by GSTN on actual as per the tax rates prevailing on the date of invoicing. Bidders are requested to sign and stamped all the pages of Price Formats (Summary & Schedules Sheets).

SUMMARY OF COST COMPONENTS			
SR. #	Item Description	Schedule	Total Value (Inclusive of applicable Taxes)
1.	Deliverables Cost	A	
2.	Man Power (Support) Cost	B	
Total Bid Value (in FIGURES) (A+B)			
Total Bid Value (in WORDS) (A+B)			

Note:

- *Commercial Bids will be evaluated based on Total Bid Value (Schedule A + B).*
- *Payments are linked to timely submission of the deliverables as per Tender/RFP, and subject to acceptance of deliverable by GSTN.*
- *Tender/RFP also contains a provision for recovery of liquidated damages from the Agency for delays in submission of the deliverables/unsatisfactory support, for which the Agency is solely responsible.*
- *GSTN will make payments to the Agency after adjusting for the liquidated damages (if any).*
- *Price quoted should be inclusive of all taxes & all other additional charges.*
- *There will be no additional payment to the bidder for anything related to movements / visits/ presentations / knowledge transfer by the bidder or its officials.*

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Schedule A

DELIVERABLES COST TABLE

Sr. #	Particulars Phase-1 (Deliverables as per SoW)	Base Cost (INR)	Tax Amount (INR)	Total Price, including Taxes (INR)
1.	Redefining the Grade Structure and aligning benefits across the company			
2.	Job Evaluation and Analysis			
3.	Benchmarking Compensation			
4.	Career Development and Succession Planning			
5.	Formulation flexible and appropriate hiring and remuneration policies for the company upon its conversion to a fully-owned Government company			
Total Cost, Including Taxes (INR), (in figures)				

Total Cost in Words: Rupees.....

Note:

- i. It is mandatory to quote separately for each line item.*
- ii. **The delivery period of the above mentioned deliverables is 03 months from the start date (Pl. refer para 3.3 & 4, Section II).***
- iii. **Price quoted should be inclusive of all the efforts including Man Power cost, finalization of reports etc., all taxes & all other additional charges.***
- iv. The quoted prices and taxes should be shown separately.*

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Schedule B

MAN POWER (Support) COST TABLE

Sr. #	<u>Particulars</u> <i>Phase -2 Support Cost (Level as per para 3.3, section II)</i>	<u>No. of Units</u>	<u>Person Day Rate (INR)</u>	<u>Tax Amount (INR)</u>	<u>Person Day Rate including Tax (INR)</u>
1	Project Head	1			
2	Middle Level Resource	1			
3	Entry Level Resource	1			
Sub Total, Including Tax (INR)					
Total Cost for 60 days, Including Tax (INR)					Sub Total x 60 =

Total Cost in Words: Rupees.....

Note:

- i. It is mandatory to quote separately for each line item.*
- ii. Agency will have to provide the man power (Support) based on the requirement of GSTN and payments will be released on actual basis.**
- iii. For Evaluation of Commercial Bids, 60 No. of person day Cost will be considered.**
- iv. Price quoted should be inclusive of all taxes & all other additional charges.*
- v. The quoted prices and taxes should be shown separately.*

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

RFP/Tender Response Cover Letter

Original signed copy on company letterhead
[Date]

To,

Sr. Vice President (P&C)
Goods and Services Taxes Network
4th Floor, World Mark-1, East Wing,
Aerocity, Delhi – 110 037

Dear Sir,

Ref: Response to Tender for ‘Engagement of HR Consultant’

Having examined the tender/RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our bid for **Tender for Engagement of HR Consultant** as required and outlined in the Tender/RFP and agree to abide by this response for a bid validity period.

The following persons will be the authorized representative of our company/ organisation for all future correspondence between the Goods and Services Tax Network (GSTN) and our organization till the completion of the project.

Details	Primary Contact	Secondary Contact	Executive Contact
Name:			
Title:			
Company Name:			
Address:			
Phone:			
Mobile:			
Fax:			
E-mail:			

We fully understand that in the event of any change in our contact details, it is our responsibility to inform GSTN about the new details. We fully understand that GSTN shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the GSTN to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to GSTN.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the GSTN 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 GSTN 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, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions set out in this RFP document.

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

Dated this Day of

Signature:.....

Name:.....

Designation:.....

Format of Earnest Money Deposit

To,
Goods and Services Tax Network (GSTN)
4th Floor, Worldmark-1, Aerocity,
New Delhi - 110037

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation/bid dated _____ against GSTN RFP/Tender for _____ (hereinafter called the “RFP/Tender”) vide enquiry No. _____.

Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser”) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____. The conditions of this obligation are:

The conditions of this obligation are:

1. If the bidder withdraws or amends, impairs or derogates from the tender/RFP in any respect within the period of validity of this RFP/Tender; or
2. If the bidder, having been notified of the acceptance of its bid by GSTN during the period of its validity:-
 - a) Fails or refuses to accept/execute the contract; or
 - b) If it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged.

We undertake to pay to GSTN up to the above amount upon receipt of its first written demand, without GSTN having to substantiate its demand, provided that in its demand GSTN 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 for a period of forty five days after the period of RFP validity and any demand in respect thereof should reach the Bank not later than the above date.

Date:

(Signature of Authorized Officer of Bank with Seal)

Name:

Designation

Vendor Information Form

Bidders are requested to furnish the following information and enclose along with quotation.

Agency Name:				
Address of the Agency				
Name & Designation of Authorised person				
Contact information	Mobile no:	Telephone No :	Fax No:	Email :
<u>Bank details of the Agency</u>				
Bank Name				
Bank Address				
Bank Account No				
IFSC Code				
PAN No.				
TIN No.				

Signature & Stamp of the Bidder

Date:

Contract Form

(On a Non-Judicial Stamp Paper of Rs.100.00)

THIS AGREEMENT made the _____ day of _____, 20__ between Goods and Services Tax Network, Worldmark-1, Aerocity, Delhi-110 037, India (hereinafter “the Service Recipient”) of the one part and of _____ (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Service Recipient is desirous that certain Goods/Services should be provided by the Service Provider, viz. _____ (Brief description of Goods and Services) and has accepted a bid submitted by the Service Provider in response to the Service Recipient’s Bidding Document Reference for the supply of those Goods/Services in the sum of Rs. _____ (Rupees) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions mentioned at various Sections of the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part this Agreement, viz:
 - a. The Service Recipient’s Letter of Award (LOA)/Contract No. _____ dated _____.
 - b. the offer and price schedule submitted by the Service Provider:
 - c. the schedule of requirement and the specifications mentioned in various **Sections** of the above referred Bidding Document:
 - d. The terms and conditions in the above referred Bidding Document:
3. In consideration of the payments to be made by the Service Recipient to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Service Recipient to provide the Goods / Services and to remedy defects therein in conformity with the provisions of Service Recipient’s LOA and Bidding Document.

4. The Service Recipient hereby covenants to pay the Service Provider in consideration of the provision of the Goods / Services and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the LOA at the times and in the manner prescribed in the LOA and Bidding Document.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of
Goods and Services Tax Network

For and on behalf of
_____ (name of company)

Signature:
Name:
Designation:
Company's stamp/Seal:

Signature:
Name:
Designation:
Company's stamp/Seal:

In the presence of (witness):

In the presence of (witness):

1)

1)

2)

2)

Resume of Candidate

<Candidate Name>

[Address, City, ST, ZIP Code] | [Telephone] | [Email]

SUMMARY

- Total HR experience.

EDUCATION

[DEGREE] | [DATE EARNED] | [SCHOOL]

- Major: [Click here to enter text]
- Minor: [Click here to enter text]
- Related course: [Click here to enter text]

SKILLS & ABILITIES

TECHNICAL

-
-

COMMUNICATION

- Fluent in English (Read, write and speak)

RELEVANT EXPERIENCE

[JOB TITLE] | [COMPANY] | [DATES FROM - TO]

-

[JOB TITLE] | [COMPANY] | [DATES FROM - TO]

-

Non-Blacklisting declaration

(Original signed copy on company letterhead)

This is to notify that our company intends to submit a proposal in response to the tender/RFP for _____ (name of work/services).

It is hereby certified that, we are not blacklisted by any Central/ State Government/ agency of Central/ State Government /PSU / Autonomous Body/ any Regulatory Authority in India as on date.

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

No Deviation Certificate (NDC)

This is to certify that our bid/offer is exactly in line with your RFP enquiry (including amendments) no. _____ dated _____.

This is to expressly certify that our bid/offer contains no deviation either Technical (including but not limited to Scope of Work, Resource / Functional Requirements and Goods/Services) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Request for Clarification Format

1. Company Name:

2. Name and Position of person submitting the request:

3. Full formal address of the bidder including phone, fax and email points of contact:

S. No.	Tender Document Reference(s) (section number/ page)	Content of tender requiring Clarification	Points on which clarification required
1			
2			
3			
4			
5			

Check list of the documents to be submitted with bid

Sr. No.	Particulars	Confirm (Yes/No)
1.	Earnest Money Deposit	
2.	Bid in two parts, technical bid and Financial bid.	
3.	All pages serially numbered, signed and stamped on each page.	
4.	Audited Balance sheet and profit & loss account of last three years.	
5.	Copy of Certificate of Incorporation.	
6.	Copy of proof in support of office in Delhi/NCR.	
7.	Copy of PAN & GST registration.	
8.	Documents in support of work / contracts fulfilled in last 3 years along with their values in support of the experience.	
9.	Tender response cover letter as per Annexure- II	
10.	Vendor information form as per Annexure- IV	
11.	Resume of Candidate as per Annexure- VI	
12.	Non-blacklisting Declaration as per Annexure- VII	
13.	No Deviation Certificate as per Annexure- VIII	