

# **EXCISE AND TAXATION DEPARTMENT, GOVERNMENT OF PUNJAB**



## **Request for Proposal**

**For**

**Engaging Consultants for Advisory Services for Tax Administration &  
Transition to Goods and Services Tax (GST) regime**

**Issued by:**

Excise and Taxation Department (ETD),

Government of Punjab

Phone: 0175-2214675

E-mail: [adletcvat1@gmail.com](mailto:adletcvat1@gmail.com)

Website: [www.pextax.com](http://www.pextax.com)



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# 1. Introduction

## 1.1 Project Background

Since the 122<sup>nd</sup> Constitutional Amendment for implementation of Goods and Services Tax (GST) has already received assent of the President of India, substantial preparation and planning is to be undertaken by the Excise and Taxation Department (ETD) for its State-wide implementation. To facilitate this task, Excise and Taxation Department, Punjab requires advisory services for reorientation of Tax Administration including preparation, transition, policy inputs, impact analysis in the GST regime, understanding the legal provisions of GST and providing training in this regards, and changes required to be implemented in the current modus operandi of the department for carrying out the provisions of GST laws.

The consultant is expected to support Department in making this transition through effective planning and monitoring as per defined plan, providing inputs in drafting policy and enabling provisions in the Act / Rules, training and skill upgradation of the personnel of the Department, suggestions on focus areas including sunrise sectors of the economy, impact assessment and general perspective for reform and reorientation of the Department in the new GST regime.

## 2. Important Notices to Bidders

ETD invites sealed tender offers (Technical and Financial bid) from reputed firms for providing advisory services for Excise and Taxation Department, Punjab. The important points to be noted by bidders are as follows:

### 2.1 Price of Request for Proposal

The bidder shall deposit a non-refundable fee of INR 10,000 (Ten thousand only) in the form of a Demand Draft in favour of "Excise & Taxation Commissioner, Punjab" payable at Patiala along with their proposal.

### 2.2 Non – Transferable Request for Proposal

This Request for Proposal is not transferable. Only the bidder to whom the Request for Proposal has been issued can participate in the bid.

### 2.3 Bidding Document

Bidders are advised to study the Request for Proposal carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Request for Proposal with full understanding of its implications. Failure to furnish all information required by the bidding documents or submission of a bid not in accordance with the bidding documents in every respect may result in rejection of the bid.

The response to this Request for Proposal should be full and complete in all respects. Incomplete or partial bids shall be rejected.

All the communication to ETD including this Request for Proposal and the bid documents shall be signed on each page by the authorized representative of the bidder. The letter of authorization shall be indicated by written power-of-attorney / Board Resolution accompanying the bid.

Any clarification required regarding the Terms & Conditions in Request for Proposal may be obtained from the office of “Excise and Taxation Commissioner, Bhupendra Road, Patiala” before submission of the Proposal.

In case of any ambiguity, the original document available with ETD shall be treated as final document

## **2.4 Pre-bid Conference**

ETD will conduct a pre-bid conference to clarify the objectives and scope of work of Project Management Consultancy as per the date & time and at the venue mentioned in “KEY EVENTS & DATES” clause.

## **2.5 Amendment to Request for Proposal**

At any time prior to the deadline for submission of proposals, ETD, for any reason, whether on its own initiative or with reference to pre-bid discussions or in response to the clarification requested by a prospective bidder, may modify, change, incorporate or delete any condition in the Request for Proposal by amendment, which will be notified on the official website of the department i.e. [www.pextax.com](http://www.pextax.com) and such amendment shall be binding on them. ETD may, at its discretion, extend the deadline for the submission of proposals which will be notified on the official website of the Department.

## **2.6 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, the preparation or execution of any benchmark demonstrations or for any work performed prior to the execution of a formal contract if so desired by ETD. For any reason or in any case, ETD will not take responsibility or liability for these costs. All materials submitted become the property of ETD and may be returned at its sole discretion.

## **2.7 Submission of bid**

The bidders are expected to submit their offers in two parts namely, “Qualifying Criteria & Technical Proposal” and “Financial Proposal”. Therefore, the bid shall include the following:

- Qualifying Criteria and Technical Proposal: Original - One Hard Copy along with soft copy in a CD.
  - Financial Proposal: Original - One Hard Copy
1. The Bidder shall prepare the Bid clearly marking as “Envelope One” for “Qualification Criteria and Technical Bid” and “Envelope Two” for “Financial Bid”. An electronic copy of qualification criteria and technical bid on CD must be included. Hard copy version is considered for official purposes.
  2. The Bid shall be typed and signed by the Bidder or a person or persons duly authorized by bidder.
  3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed and stamped by the person or persons signing the Bid in original.

## **2.8 Bid Submission and Correspondence**

### **Address for Bid Submission and Correspondence:**

Office of Excise and Taxation Commissioner,

Bhupendra Road, Patiala

Phone: 0175-2214675

E-mail: [addletcvat1@gmail.com](mailto:addletcvat1@gmail.com)

### **Contact Person:**

Ms Neelam Chaudhary, Addl. ETC VAT-1 (Phone: 0175-2214675)

## 2.9 Key Events & Dates

Event	Date/Time/Venue
Issue of Request for Proposal	14/09/2016
Pre Bid Meeting	19/09/2016 at 11:00 am at Room No. 1, Office of Excise and Taxation Commissioner, Bhupendra Road, Patiala
Queries on Request for Proposal for Pre Bid Meeting as per format given in Annexure 9 should reach ETD(in writing and in soft copy)	18/09/2016
Submission of bid proposal	29/09/2016 by 3:00 pm
Opening of Qualification Criteria and Technical bid	29/09/2016 at 3:00 pm
Presentations by bidders who satisfy the qualifying and technical criteria	01/10/2016 (Time slot for each bidder will be intimated separately)
Declaration of Names of bidders who have satisfactorily met the Qualification and Technical Criteria	01/10/2016
Opening of Financial bids of the Technically Qualified Bidders	01/10/2016
Place for Opening of Financial bids	Office of Excise and Taxation Commissioner, Bhupendra Road, Patiala
Award of the contract	Within 7 days from opening of the Financial Bid
Commencement of contract	Within 7 days from award of work order
Signing of Contract	Within 45 days from the date of award of work order

In the event of the date specified above being declared as a holiday for ETD, the due date will be the following working day.

## 2.10 Important Limits / Values Related to Request for Proposal

Item	Description
Bid Security (Earnest Money Deposit-EMD)	INR 10,00,000 (Ten lakh only) in form of DD from any Nationalized Bank favouring "Excise & Taxation Commissioner, Punjab" payable at Patiala
Bid Validity Period	6 months from the date of submission of bids by the bidder(s)
Period for furnishing performance bank guarantee	As per performance bank guarantee clause given in Request for Proposal.
Performance Bank Guarantee value	As per performance bank guarantee clause given in Request for Proposal
Performance Bank Guarantee validity period	6 months beyond Contract period

## 2.11 Timely Submission

Bidders are solely responsible for timely submission of the bids at the location as mentioned above in "Key Events and Dates". Proposals received after the last date and time of submission will not be considered.

The response to Request for Proposal/bid submitted by the bidder(s) through post/courier/fax/email will not be considered. No further correspondence will be entertained in this matter.

## 2.12 Opening of Bids

Proposals/Bids will be opened in presence of bidder's representatives (if they are present, else it will be opened in presence of the other representatives, officials present). The bids will be opened at the address mentioned above in this section.

ETD will open all bids as per schedule mentioned in "Key Events & Dates". If all documents mentioned in each parts of proposal are not found, then Request for Proposal will be summarily rejected.

The bidder's representative willing to attend the opening of the bids shall bring authorization letter duly signed by Authorized signatory and counter signed by the representative who willing to attend the opening of bids. The bidder's representative shall sign attendance register during opening of bids.

The bidder's name, technical solutions given by bidder, bid prices and presence or absence of requisite bid security and such other details, as ETD at its discretion may consider appropriate, will be announced at the time of corresponding openings.

The bids submitted after due date and time shall not be considered for further evaluation, irrespective of the circumstances. ETD reserves the right to postpone or cancel a schedule mentioned under "Key Events and Dates" clause at any time without assigning any reason.

## 2.13 Contacting ETD

No bidder shall contact ETD on any matter relating to its bid, after opening of financial bid till contract is awarded. If bidder wishes to bring additional information to the notice of ETD, he can communicate in writing at address given for correspondence. ETD reserves the right for consideration of such information. Any effort by bidder to influence ETD in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidders bid and also forfeiture of his bid security amount.

# 3. Instructions to Bidders

## 3.1 Preliminary Examination of Bids

ETD will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. A bid determined as non-responsive will be rejected by ETD and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## 3.2 Qualification Criteria

ETD will carry out evaluation of the qualification criteria through the documents submitted whether the bidder meets the qualification criteria or not. The bidder will become eligible for being considered for further evaluation once qualified in Qualification criteria i.e. Annexure 3.

## 3.3 Technical Bid

The Technical bid (comprises of qualification criteria and technical bid) shall be submitted in a separate envelope stating as "Envelope - one" super scribing "Technical bid for appointment of a consultant for advisory services for Tax Administration & transition to Goods and Services Tax (GST) regime of Excise and Taxation Department, Punjab". The technical bid should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However,



technical bid should confirm that all required rates have been quoted in Financial bid only, without showing the actual amounts in the technical bid. It is mandatory to submit all the details in the prescribed formats duly filled in, along with the offer. The ETD, at its discretion, may not evaluate a technical bid in case of non- submission or partial submission of technical details. The Technical offer must be accompanied by bid security (Earnest Money Deposit). The Technical bid must be submitted by bidder in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. The technical bid should comprise of following:

1. Annexure 1 – Technical Proposal Covering Letter
2. Annexure 2 – Consultant Organization Profile
3. Annexure 3 – Documents for Qualification Criteria
4. Annexure 4 – Approach & Methodology, Work Plan, Team Composition and Work Schedule
5. Annexure 5 – Consultant Firm Relevant Experiences
6. Annexure 6 – CVs of Proposed Team
7. Annexure 7– List of documents submitted for scoring of marks as per evaluation criteria.

### 3.4 Financial Bid

**The bidder has to quote the charges for the entire project as per the scope of work defined in this Request for Proposal.** The charges, once offered, must remain fixed and will not attract any price variation for any reason during contractual period. A conditional proposal may be rejected as non-responsive. The charges quoted shall be exclusive of all taxes, duties, levies, etc. A bid submitted with an adjustable price quotation will be rejected as non-responsive. The Financial bid shall be submitted in a separate envelope as **“Envelope – two” super-scribing as “Financial bid for appointment of a consultant for advisory services for Tax Administration & transition to Goods and Services Tax (GST) regime of Excise and Taxation Department, Punjab”**. The complete charges schedule should be submitted only in the “Financial bid” template provided in Annexure 8 – FINFORM2. The charges must be quoted only in Indian Rupees.

### 3.5 Correction of errors

The bidder is advised to take adequate care in quoting the rate. No requests or excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in Request for Proposal should be initialed and stamped by person signing the proposal form.

### 3.6 Corrections of Arithmetic errors

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

### 3.7 Price Composition

The Charges quoted should be only in Indian Rupees only. The Charges shall be on a fixed basis and should not be linked to foreign exchange. The accommodation, travel expenses and other expenses should be borne by Bidder. The Charges quoted should be exclusives of all taxes, duties, etc. The total charges should include all the components mentioned in the Financial bid as mentioned in Annexure 8 – FINFORM2. The Consultant shall also give their quotation indicating unit rates of resources, per month in FIN FORM 3, which ETD may use for extension beyond defined project duration as per the requirements.

### 3.8 Evaluation of Offers

Scrutiny of Bids will be done in three stages mentioned below:

#### A. Prequalification Evaluation:

ETD will first scrutinize the eligibility of the bidders as per “Qualification Criteria” mentioned in Annexure 3 of technical bid mentioned above, based on the documents submitted by the bidder. The offers of the bidders who will fulfill pre-qualification criteria will be taken up for further scrutiny i.e. the technical evaluation.

#### B. Technical Bid Evaluation:

ETD will determine whether the technical details along with documents furnished are as per Request for Proposal requirements and whether services are quoted as per the schedules / annexures given in the Request for Proposal. A bidder should score a minimum of 60 marks for qualifying the technical evaluation. Only those bidders who qualify in the technical evaluation will be short-listed for the Financial evaluation. The technical evaluation will be done on basis of the information provided by Bidder against the detailed evaluation criteria as mentioned in table below.

The ETD shall also ask the shortlisted bidders to give a technical presentation on their offer. The ETD will not bear any extra cost in this regard.

#### C. Financial Bid Evaluation:

Financial bid offers of only those firms who qualify technically shall be opened on the date & time specified in the bid schedule, in the presence of the Consultants and/or their representatives who choose to attend. The lowest Financial bid (FM) shall be scored 100 marks and others  $SF = 100 \times FM / F$ .

#### D. Method of selection to evaluate the Highest Evaluated Bidder

- Selection of preferred bidder shall be done through QCBS method with weightage of 80% for technical proposal and 20% for the financial proposal.
- F = Financial bids received.
- Technical Bid Score (ST): Marks as obtained through technical bid evaluation shall be considered as technical score for the purpose.
- Financial Bid Score (SF):  $= (FM / F) \times 100$

Where FM = Lowest Financial bid of the bidders. F = Financial bid of the individual bidder

- Final Bid Score: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times 0.80 + SF \times 0.20$$

where 0.80 and 0.20 are weights assigned to Technical Proposal and Financial Proposal respectively.

- Bidder having highest combined score S shall be the highest evaluated bidder.
- Total Cost of the contract will be Total Financial Cost (F) as given in “FIN FORM 2: Summary of Costs”.

### 3.9 Pre-Qualification Evaluation

Criteria	Detail	Supporting documents required	Compliance (Yes/ No) along with page number of supporting
Financial stability	Bidder should have annual consulting turnover of more than INR 100 crore in each of the past three years i.e. 2012 -13,	Certificate from statutory auditor for declaring annual	

	2013-14 and 2014-15.	turnover	
Firm Consulting strength	Bidder should have at least 200 consulting professionals in India on its rolls as of 31 March 2016.	Certificate from HR Manager	
Project Experience	The Bidder or its affiliate must have experience of successfully executing/ be in the process of executing at least 5 consultancy assignments related to Direct/ indirect Tax administration (State Government/ PSU/ Private) in India with a consultancy value of at least Rs.50 lakhs each.	Copy of LOI/ LOA/ WO/ Agreement/Client certificate	
	Bidder should have experience of successfully executing/ be in the process of executing at least 3 Government Projects in India in past 5 years with a consulting value of at least Rs.1 Crore each.	Copy of LOI/ LOA/ WO/ Agreement/ Client certificate	
Registered Legal Entity	The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for minimum of 5 years.	Copy of Certificate of Incorporation issued by Registrar of Companies/ partnership summary/ registration certificate	
Blacklisting	The bidder should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Government as on date of submission of bid.	Certificate from Authorized representative	

### 3.10 Technical Evaluation

Sr. No.	Evaluation Criteria	Marking Scheme	Total marks	Document Required
<b>1</b>	<b>Project Experience - 20 Marks</b>			
1.1	GST related advisory/ impact assessment assignments (State Government/ PSU/ Private) completed in last 10 years	For every 10 assignments 5 marks to be granted with maximum of 20 marks.	<b>20</b>	Copy of LOI/ LOA/ WO/ Agreement/ Client certificate
<b>2</b>	<b>Key Experts - 50 Marks</b>			
2.1	Engagement Lead/ Project Manager	Qualification - [3 marks] <ul style="list-style-type: none"> <li>▪ CA or LLB - [3 marks]</li> <li>▪ MBA + PG in Economics/Commerce - [2 marks]</li> </ul> Past Years of Experience as Engagement Lead/ Project Manager in Indirect Tax/ VAT projects with Centre Govt. or any State Govt. - [4 marks] <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 4 marks</li> </ul>	<b>15</b>	Resume of the proposed staff

Sr. No.	Evaluation Criteria	Marking Scheme	Total marks	Document Required
		<p>Past Years of Experience as Engagement Lead/ Project Manager in Indirect Tax/ VAT projects with PSU/ Private Sector - [4 marks]</p> <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 4 marks</li> </ul>		
2.2	Indirect Tax Expert	<p>Qualification - [3 marks]</p> <ul style="list-style-type: none"> <li>▪ CA/LLB – [3 marks]</li> <li>▪ PG in Economics/ Commerce – [2 marks]</li> </ul> <p>Past experience in Indirect Tax/ VAT/ GST with Centre Govt. or any State Govt. – [4 marks]</p> <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 4 marks</li> </ul> <p>Past experience in Indirect Tax/ VAT/ GST with PSU/ Private Sector- [4 marks]</p> <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 4 marks</li> </ul> <p>Total Experience in Indirect Tax/ VAT projects – 4 marks</p> <ul style="list-style-type: none"> <li>▪ 1 mark for every 3 years of experience with maximum of 4 marks</li> </ul>	<b>15</b>	Resume  Other proposed staff
2.3	Change Management and Training Expert	<p>Qualification – [2 marks]</p> <ul style="list-style-type: none"> <li>▪ MBA/ PG Diploma in HR – [2 marks]</li> </ul> <p>Proficiency in English &amp; Punjabi - [2 marks]</p> <p>Past Years of Experience as change management or training expert with Centre Govt. or any State Govt. - [6 marks]</p> <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 6 marks</li> </ul>	<b>10</b>	Resume of the proposed staff
2.4	Taxation Legal Expert	<p>Qualification – [2 marks]</p> <ul style="list-style-type: none"> <li>▪ Bachelor Degree in Law – [2 marks]</li> </ul>	<b>10</b>	Resume of the proposed staff

Sr. No.	Evaluation Criteria	Marking Scheme	Total marks	Document Required
		<ul style="list-style-type: none"> <li>▪ CA - [1 mark]</li> </ul>		
		Experience of having provided ground support to the Centre or State Governments in Indirect Tax/ VAT for framing Taxation Acts, Rules, amendments in the Acts/ Rules, Government Orders, Notifications and Corrigenda and follow up with various agencies/ Tax Tribunals & Tax Departments - [4 marks] <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 4 marks</li> </ul>		
		Past experience in projects of Indirect Tax/ VAT/ GST with PSU/ Private Sector - [4 marks] <ul style="list-style-type: none"> <li>▪ 1 mark for every year of experience with maximum of 4 marks</li> </ul>		
<b>3</b>	<b>Approach and Methodology – 30 Marks</b>			
3.1	Understanding of the Client Requirements	Assessment to be based on the approach note covering all requirements as mentioned & Presentation made by Bidder before the Committee. The bidder will indicate man month effort per resource deployed in the work plan.	<b>30</b>	
3.2	The extent to which the proposal responds exhaustively to all the requirements of all the scope of work			
3.3	Plan and Approach to the Project			

**Other Team Members-** (The CVs of the following support staff will not be evaluated as a part of Key Staff evaluation. However, the CV's of the support staff be will be considered as part of methodology.)

- **Consultant:** CA or equivalent with 6 plus years of experience in designing/piloting risk based audit systems and methodologies in tax jurisdictions including those related to VAT/Service tax in India or abroad.
- **Data Consultant:** MBA Or Post Graduate in Economics/Statistics with 5 to 7 years of work experience in the following subject areas: - (i) Data Analysis; (ii) Data collation/digitization and (iii) Report writing.
- **Human Resources:** MBA or Equivalent with 15 years of work experience in Skills Mapping/Assessment, HR policies, job specifications in the Public Sector/Government and preparing training strategies.
- **Other support staff** for process, legal, tax administration and institutional aspects, who shall be qualified with relevant experience.

## **4. Scope of Work and related schedules**

### **4.1 Scope of Work for Consultant Agency for Implementation of GST in Punjab**

#### **4.1.1 Preparedness for GST**

The Consultant Agency shall prepare a comprehensive report on GST readiness (excluding IT preparedness) of the Department including the following

1. Organizational structure of the department in GST regime: The report shall analyze current organization structure and need for restructuring in the GST regime. The report should include strength of officers/ officials working at various levels and allotment of work/powers at various levels.
2. Strategy for transition period including various risk factors during the transition and ways to mitigate them.
3. Checklist of all the tasks, excluding IT preparedness, that need to be completed before introduction of GST along with appropriate timelines and action plan to accomplish them
4. A communication strategy for the Department vis-à-vis stakeholders such as industrial associations, trader associations and tax bar associations

#### **4.1.2 Providing assistance / co-ordination in framing of State GST Act and Rules**

1. The agency shall assist / co-ordinate with the department in finalization of provisions of the state GST Act in consonance with the GST Law passed by the Union Government and the deviations allowed to States therefrom.
2. The agency shall assist / co-ordinate with the department in finalization of State GST Rules in consonance with the Union / State GST Acts.
3. The agency shall also coordinate in framing of the transitional provisions required to be framed for implementation of GST in the State in consonance with the provisions under the Union GST Law.

#### **4.1.3 Providing assistance in various issues to be discussed in Empowered Committee of Finance Ministers and GST Council**

The Agency shall assist the Department in finalising its stand on various issues raised from time to time in Empowered Committee of Finance Ministers and in GST Council

#### **4.1.4 Preparing Handbook/ User Manual/ Guide and Brochures for officers/officials of the Department and for stakeholders**

1. The Consultant Agency shall prepare material as per communication strategy approved by the Department including Handbook/ User Manual/ Guide and Brochures, in English and Punjabi, helpful for the stake holders. These shall provide
  - Checklist of activities to be followed by industries/ traders etc. for compliance with GST provisions
  - Details regarding processes of online registration, online filing of returns, various methods of payments, eligibility conditions regarding input tax credit and seeking of refunds.
  - Impact of GST on the industry through industry specific examples
  - Details/ Processes of GST administration followed by the Centre and State like provisions for audit, inspections etc.

2. The agency shall also prepare a Handbook for the officers/ officials of the department with details of GST model adopted by the country, GST Law and Rules, various departmental processes and duties of officers and officials of the department at various levels under GST.

#### **4.1.5 Imparting Training to the Department and other stake holders.**

1. The agency shall impart training regarding the provisions of the GST Act / Rules and processes to the officers of the department to the rank of Excise & Taxation Inspectors and above. Number of trainings to be organized is 10. Trainings shall be spread over 5 days in batches of 60-80 officers/ officials and other stakeholders. Apart from above trainings, 25 one day workshops will also be organized with external stakeholders.
2. The training shall be provided with emphasis on the following issues.
  - a. Process of registration.
  - b. Process of Payments, Returns, Audit, Assessment and Refunds.
  - c. Training regarding study of GST Returns filed by the dealer and verification of the same.
  - d. Verification of input tax credit.
  - e. Assessment/ Adjudication, Audit, Penalty, transitional provisions and Appeal.
  - f. The scrutiny of returns and financial statements.
  - g. Issues relating to evasion of tax.
  - h. Case studies with detailed explanation regarding change in liability of the dealer vis-a-vis liability under the VAT Act.
3. The training/ workshops shall be organized imparting knowledge regarding:
  - a. Ambit of term 'Service.'
  - b. Place of supply for services.
  - c. Time of supply
  - d. Value of transaction.
  - e. Point of taxation in case of services.
  - f. Reverse charge mechanism.
  - g. Cross charge between two group companies.
  - h. Concept of Input service distributor.
  - i. Challenges regarding determination of stage of t taxation in case of place of supply.
4. The trainings shall be organized at the division/ district levels keeping in view the number of trainees in that area.

#### **4.1.6 Suggestions regarding improvement in the working of the department.**

1. The agency shall study the present working of the department officers/officials at various levels and give suggestions for its improvement. The report shall include
  - Strategy for functioning of officers posted in districts/ wards
  - Strategy for functioning of Economic Intelligence Unit (EIU) of the Department under GST regime: Defining the risk parameters and processes to be followed by EIU
  - Strategy for Enforcement wing

#### **4.1.7 The assessment of the impact of GST on State Govt. revenue**

1. The data regarding collection of revenue on major commodities during the year 2015-16 would be provided to consultant Agency. The agency shall be required to calculate the impact of revenue keeping in view the present rate of tax in the state and the proposed rate of tax under GST. (The expected rate of tax on commodities under consideration shall be taken up at this stage and final calculations shall be done after declaration of rates of tax on various commodities under GST).

2. The expected collection of SGST revenue on account of services which are being covered under GST.
3. The impact of input tax credit which shall be allowed after implementation of GST and is presently not allowed under VAT.
4. The impact of ITC of services for supply of goods and ITC of goods for supply of services.
5. The likely loss of revenue on account of non-retention of ITC in case of consignment/stock transfers outside the state.
6. The expected gain on account of transfer of IGST to the state of Punjab on B to C sales in the state (Direct purchases by customers from outside the state of Punjab including online purchase).
7. The net gain / loss expected to the state after implementation of GST.
8. The Agency will assist in forecasting loss in revenues of the State for next five financial years which need to be compensated by Central Government. The Agency will also assist in suggesting payment methodology for this compensation.

#### 4.1.8 Any other support for implementation of GST.

## 4.2 Project Schedule

The successful bidder is expected to follow the schedule as mentioned below. The submission of deliverable will be deemed complete after the submission of the hard and soft copy of the deliverable by the successful bidder and its approval by the ETD. ETD will be required to revert on the deliverables submitted by the bidder within 15 days from the date of submission. If no feedback or objection (in writing) is received from ETD within 15 days of submission of the deliverable, it may be considered deemed approved.

The “Timelines” as mentioned in the table below is the time by which the deliverable shall be submitted to the Department.

### 4.2.1 Project Schedule

The initial project duration will be for 24 months.

### 4.2.2 Project Schedule

Sr. No.	Key Milestone	Timeline for submission of deliverable in months (T is signing of the contract)
1a	Suggestions on Draft GST Act	T+1
1b	Suggestions on Draft GST Rules	T+3
2	Report on Preparedness for GST	T+3
3	Suggestions regarding improvement in the working of the department	T+3
4	Preparing Handbook/ User Manual/ Guide and Brochures for officers/officials of the Department and for stakeholders	T+4
5	The assessment of the impact of GST on State Govt. revenue	T+4
6	Providing assistance in various issues to be discussed in Empowered Committee of Finance Ministers and GST Council (Continuous support from T)	T +6
7	Imparting Training to the Department and other stakeholders	T+9
8	Continuous support for assistance in various issues to be	T+24



	discussed in Empowered Committee of Finance Ministers and GST Council and any other support for implementation of GST	
--	-----------------------------------------------------------------------------------------------------------------------	--

At present, Draft GST law is available. However, many decisions like threshold, exemptions, rate of tax etc. have to be taken by GST Council/ Empowered Committee. It is expected that the Agency will update all deliverables mentioned above in accordance with these changes on demand of ETD during the period contract remains in force.

#### 4.2.3 Resource Deployment

Bidders would be required to deploy an appropriate team consisting of members / Consultants as per below mentioned requirements. The Bidder shall deploy requisite number of personnel depending on the allotted work. The expectations on the resources that would be proposed for the project are as follows:

- A. The team together should have experts as per the requirement of the Request for Proposal.
- B. The team should consist of resources with prior experience in Taxation sector.
- C. Each member of the team must be a full time employee of the Bidder or its affiliates and shall be working with the Bidder.

#### 4.2.4 Payment Milestones

Sr. No.	Payment Milestone	Payment
1a	Suggestions on Draft GST Act	5% of contract value
1b	Suggestions on Draft GST Rules	5% of contract value
2	Report on Preparedness for GST	15% of contract value
3	Suggestions regarding improvement in the working of the department	10% of contract value
4	Preparing Handbook/ User Manual/ Guide and Brochures for officers/officials of the Department and for stakeholders	7.5% of contract value
5	The assessment of the impact of GST on State Govt. revenue	7.5% of contract value
6	Providing assistance in various issues to be discussed in Empowered Committee of Finance Ministers and GST Council	5% of contract value
7	Imparting Training to the Department and other stakeholders	10% of contract value
8	Continuous support for assistance in various issues to be discussed in Empowered Committee of Finance Ministers and GST Council and any other support for implementation of GST	35% of contract value (7% of contract value to be paid every quarter. First payment due at T+12)

#### 4.2.5 Milestones/ Deliverables

1. The Payment schedule would be linked to the key milestones, as per defined in this section. There will be no advance payments for Consultancy services rendered by consultant for the project.
2. The Payments will be made after approval of deliverables mentioned in Section 4.2.2. ETD shall either approve the reports within 30 days of submission by the Agency or raise objections in

writing. The Agency will modify the report in accordance with objections raised by ETD. The deliverables will be deemed to be approved if no objection is made within 30 days of submission.

#### **4.2.6 Penalty**

1. A penalty of 12% of payment due for the deliverable will be levied per week of delay in submission of deliverable subject to maximum of 20%.

#### **4.2.7 Replacement**

Resources deployed on the project can be replaced only after taking the consent of the Department with a minimum notice of 2 weeks and the replacement resource should be part of transition for 2 weeks and should be acceptable to the Department. Any transition with notice period of less than 2 weeks will attract a penalty of INR 20,000 (Twenty Thousands only). In case of replacement due to unforeseeable circumstances like resignation, medical grounds etc., no penalty will be levied.

## **5. General Terms and Conditions**

### **5.1 General Terms**

1. The response to the Request for Proposal has to be submitted in accordance with the Terms and Conditions mentioned in this document.
2. The scope of work mentioned in the Request for Proposal is subject to revision and changes as and when required.
3. ETD reserves the right to cancel the Request for Proposal at any stage and can invite fresh Request for Proposal without assigning any reasons.
4. Legal disputes if any should be settled only within the jurisdiction of Punjab court.
5. Forming of consortium or Joint venture is not allowed.

### **5.2 Bid Security (Earnest Money Deposit – EMD)**

The Bidder shall furnish, as part of its pre-requisition bid, a bid security of INR 10,00,000 (Ten lakh only) along with Request for Proposal. The bid security is required to protect the ETD against the risk of Bidder's conduct, which would warrant the security's forfeiture.

The bid security shall be in the form of a demand draft (DD) drawn on a nationalized bank or scheduled bank in favour of "Excise & Taxation Commissioner, Punjab" from a nationalized bank. The EMD should be enclosed to the Request for Proposal Form. The Address of the firm submitting the Request for Proposal has to be furnished on reverse of the EMD. Failure to submit the Request for Proposal form along with the EMD shall result in disqualification of the Request for Proposal.

Unsuccessful Bidder's bid security (EMD) will be returned as promptly as possible after the award of the contract to the successful bidder. No interest will be payable by the ETD on the amount of the Bid Security.

The bid security shall be forfeited:

- If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- In case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Security Deposit Bank Guarantee.

No exemption for submitting the Bid Security (EMD) will be given to any bidder.

### **5.3 Signature**

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the proposal, including the Request for Proposal. All obligations committed by such signatories must be fulfilled.

#### **5.4 Period of Validity of Proposals**

The proposals shall be valid for a period of three (3) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.

#### **5.5 Non-Conforming Proposals**

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this Request for Proposal. The failure to comply with the requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals nonconforming.

#### **5.6 Language of Proposals**

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the ETD and will not be returned. The hard copy version will be considered as the official proposal.

#### **5.7 Disqualification**

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

1. Proposal not submitted in accordance with the Request for Proposal.
2. The bidder qualifies the bid with his own conditions.
3. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time.
6. Proposal is not accompanied by all requisite supporting documents.
7. Information submitted in technical/Financial proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
8. Financial proposal is enclosed with the same envelope as technical proposal.
9. If successful bidder fails to deposit a security deposit of 10% of contract value in the form of bank guarantee valid for a period of three (3) years from the receipt of the letter towards award of the contract).
10. The successful bidder fails to enter into a contract within 45 working days of the date of notice of award of contract or within such extended period, as fixed by ETD.
11. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
12. Non-fulfilling of any condition / term by bidder.

#### **5.8 Modification and Withdrawal of Proposals**

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Modification or Withdrawal of proposal during validity may lead to forfeiture of EMD amount paid against this Request for Proposal.

## **5.9 Notification of Award**

ETD will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. The successful bidder has to furnish security deposit to ETD within time specified in the notification. If the bidder fails to furnish security deposit within time specified, ETD will forfeit his bid security (EMD) and proceed further to award the contract to another bidder. The name of default bidder will be blacklisted.

## **5.10 Award Criteria**

ETD will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal in QCBS evaluation. All decisions taken by ETD regarding processing of Request for Proposal and award of contract shall be final and binding on all bidders.

## **5.11 ETD's right to accept any proposal and to reject any or all proposals**

ETD 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 contract. ETD will not be responsible for any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the grounds for ETD's action.

## **5.12 Security Deposit**

The successful bidder needs to deposit/submit a security deposit of 10% of the contract value in the form of bank guarantee on stamp paper of the requisite value as per the provisions of the applicable Acts or Laws. The security deposit shall be valid for a period of 6 months beyond expiry of agreement or of all work completed in respect of work order/agreement whichever is later. It should be submitted within 4 weeks from the receipt of the letter towards award of the contract for due and proper fulfillment of Request for Proposal conditions.

The security deposit should be submitted within the period specified above, failing which ETD may cancel the offer made to the bidder. The security deposit will be forfeited if bidder has not fulfilled the terms and conditions as per Request for Proposal. ETD shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this Request for Proposal.

## **5.13 Signing of Contract**

The successful bidder has to enter into an Agreement, incorporating all correspondence (to be discussed and agreed upon) between ETD and the successful bidder.

## **5.14 Period of Contract**

The contract period is for two years from the date of issuance of work order and can be extended based on the requirements mutually agreed between ETD and the successful bidder.

## **5.15 Failure to Agree with the Terms & Conditions of the Request for Proposal**

Failure of the successful bidder to agree with the Terms & Conditions of the Request for Proposal including the Agreement shall constitute sufficient grounds for the annulment of the award, in which event ETD may award the contract to another bidder or call for new proposals.

## **5.16 Resolution of Disputes**

ETD and the Successful Bidder shall make every effort to resolve disputes amicably by direct informal negotiation. Any disagreement or dispute arising between them under or in connection with the contract will be settled at the level of Excise and Taxation Commissioner.

Any disputes arising out of contract not be settled at the level of Excise and Taxation Commissioner may be proceeded further subject to jurisdiction of Punjab.

## **5.17 Bidder's Integrity**

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

## **5.18 Interpretation of the Clauses in the Request for Proposal / Contract document**

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

## **5.19 Limitation of Liability**

The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder.

## **5.20 Termination for Default**

ETD may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part:

- If the bidder fails to provide satisfactory services at the desired level of contract within the time period(s) specified in the contract, or any extension thereof granted by ETD. OR
- If the bidder fails to perform any other obligation(s) under the contract. OR
- If the bidder, in the judgment of ETD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **5.21 Use of documents and Information**

The bidder shall not, without prior written consent from ETD, disclose/ share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, samples etc. furnished by or on behalf of the ETD in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

All project related document (including this bid document) issued by ETD, other than the contract itself, shall remain the property of the ETD and shall be returned (in all copies) to the ETD on completion of the bidder's performance under the contract if so required by the ETD.

## 5.22 Confidentiality and Non-Disclosure

The consultant will be exposed, by virtue of the contracted activities, to internal business information of ETD, affiliates, business partners and /or customers. The consultant would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the proposed data warehouse in any form. The consultant must safeguard the confidentiality of the ETD's business information, applications and data. For this consultant is required to sign non-disclosure agreement with ETD.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The ETD may apart from blacklisting the consultant, initiate legal action against the consultant for breach of trust. The consultant shall also not make any news release, public announcements or any other reference on Request for Proposal or contract without obtaining prior written consent from the ETD.

## 5.23 Patent Rights

The Consultant shall indemnify the ETD against all third-party claims of infringement or patent, trademark or industrial design rights arising from the study or any other part thereof.

## 5.24 Delays in the successful bidder's Performance

- Delivery of services shall be made by the bidder in accordance with the Delivery Schedule specified in this tender.
- An unexcused delay by the bidder in the performance of its delivery obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of its performance security, dues payable and / or termination of the contract for default.
- If at any time during the performance of the contract, should the bidder encounter conditions having an impact on the timely delivery and performances of services, he shall promptly notify in writing of the fact of the delay, its likely duration and its cause(s).
- As soon as practicable, after receipt of the bidder's notice, ETD shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

## 5.25 Force Majeure

- The successful bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this clause, the term Force Majeure means an event beyond the control bidder and not involving the Consultant's fault and negligence and not foreseeable. Such events may include, but are not restricted to, acts of the ETD either in its sovereign or its contractual Capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Consultant shall promptly notify the ETD in writing of such conditions and the cause thereof. Unless otherwise directed by the ETD in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical, and

shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **5.26 Termination for Insolvency**

The ETD may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the ETD.

## **5.27 Termination for Convenience**

The ETD may by written notice sent to the successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the ETD's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

## **5.28 Applicable law**

The Contract shall be interpreted in accordance with the Indian Laws and shall be subject to the jurisdiction of Courts established under the Indian Laws. Any dispute / difference / claims between the parties arising out of or in connection with the provisions of this work order shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The parties shall mutually appoint the sole Arbitrator. The proceedings of such arbitration shall be conducted in English language and the venue of such arbitration shall be at Chandigarh. The award of such arbitration shall be final and binding upon both parties.

## 6. Annexures

### 6.1 Annexure 1: Technical Proposal Covering Letter

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*(Letter on the consultant's letter head)*

To

Additional Excise and Taxation Commissioner (VAT-1),  
Office of Excise and Taxation Commissioner,  
Bhupendra Road,  
Patiala, Punjab

Sub: Submission of technical proposal for Request for Proposal (RFP) for "Engaging Consultants for Advisory Services for Tax Administration & Transition to Goods and Services Tax (GST) regime".

Dear Sir,

With reference to the above RFP, having examined and understood the requirements, instructions, terms and conditions forming part of the RFP, we hereby enclose our Prequalification and technical offer to provide services for the project as detailed in the RFP. We also confirm that the offer shall remain valid for a period of 180 days from the date of submission. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We also understand that the ETD is not bound to accept the offer either in part or in full. If the ETD rejects the offer in full or in part the ETD may do so without assigning any reasons therefore.

Yours Sincerely,

Authorized Signatories

(Name, Designation and Seal of the Company)

Place:

Date:

-----



## 6.2 Annexure 2: Consultant Organization Profile

Sr. No.	Particular	Details
1.	Name of Company/Consultant	
2.	Company information	
3.	Date of incorporation	
4.	Postal address	
5.	Telephone/Mobile and Fax number	
6.	Name, designation and contact details of the person authorized to make commitments to the Organization	
7.	Brief profile indicating presence in Indian market	
8.		
9.		
10.		
11.		

## 6.3 Annexure 3: Documents for Qualification Criteria

Documents to be provided as per requirements mentioned in Request for Proposal.

## 6.4 Annexure 4: Approach & Methodology, Work Plan, Team Composition and Work Schedule

The description of the approach & methodology, work plan for performing the assignment, team composition, task assignment for the proposed assignment and the work schedule.

In the best interest of the project, the RFP has left it open for the Consultant Firm to draw up its deployment plan (on-site and off-site) of staff (Key Experts and Other Team Members) consistent with its work plan and methodology, understanding of the scope and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert.

## 6.5 Annexure 5: Consultant Firm Relevant Experiences

<b>Assignment Name:</b>		
<b>Location within Country:</b>		<b>Country:</b>
<b>Name of Client:</b>		<b>Approximate value of the contract:</b>
<b>Duration of Assignment:</b> Months		<b>Approx. value of the services provided by your firm under the contract:</b>
<b>Start Date</b> (month/year)	<b>Completion Date</b> (month/year)	<b>No. of person-months of the assignment:</b>
<b>Name of joint venture partner or sub-consultants, if any:</b>		<b>No. of months of Professional Staff Provided by your firm under the contract:</b>
<b>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</b>		
<ul style="list-style-type: none"> <li>▪</li> <li>▪</li> <li>▪</li> </ul>		
<b>Description of Actual Services Provided by Company Staff:</b>		
<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>		

## 6.6 Annexure 6: CVs of Proposed Team

	<b>Name</b>			
	<b>Position</b>			
	<b>Date of Birth</b>			
	<b>Education</b>	<ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>		
<b>Employment Record</b>	<b>From</b>	<b>To</b>	<b>Company</b>	<b>Position Held</b>
<b>Brief Profile</b>				
<b>Countries of Work Experience</b>				
<b>Languages</b>				
<b>Work Undertaken that Best Illustrates Capability to Handle the Task Assigned</b>				
<b>Nature of Work:</b> <b>Year:</b> <b>Location:</b> <b>Company:</b> <b>Position Held:</b> <b>Main features:</b> <b>Activities Performed:</b>				
<b>Certification:</b> I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
<b>Signature of staff member</b>			<b>Date:</b> DD MMM YYYY	

## 6.7 Annexure 7: List of documents submitted for scoring of marks as per evaluation criteria

As per requirements mentioned in RFP.

## 6.8 Annexure 8: Financial Bid Format

### FIN FORM1: Cover Letter

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*(Letter on the consultant's letter head)*

To

Additional Excise and Taxation Commissioner (VAT-1),

Office of Excise and Taxation Commissioner,

Bhupendra Road,

Patiala, Punjab

Sub: Submission of financial proposal for Request for Proposal (RFP) for "Engaging Consultants for Advisory Services for Tax Administration & Transition to Goods and Services Tax (GST) regime".

Dear Sir,

With reference to the above RFP, having examined and understood the requirements, instructions, terms and conditions forming part of the RFP, we hereby enclose our financial bid to provide services for the project as detailed in the RFP. We also confirm that the prices offered shall remain fixed for a period of 180 days from the date of offer. We also understand that ETD is not bound to accept the offer either in part or in full. If the ETD rejects the offer in full or in part, the ETD may do so without assigning any reasons thereof.

Yours Sincerely,

Authorized Signatories

(Name, Designation and Seal of the Company)

Place:

Date:

### FIN FORM 2: Summary of Costs

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Particulars	Amount in INR	Amount in words
Total Consulting Fees would be inclusive of all the expenses by bidders (exclusive of all taxes, duties, levies, etc.)		

\*\* The Consultant shall give their quotation indicating unit rates of resources, per month in FIN FORM 3, so that subsequent additions of resources can be effected as per the requirements. Deployment of resources mentioned in FIN FORM 3 should be as per work plan submitted in Technical bid. Total cost in FIN FORM 3 should tally with bid amount quoted in FIN FORM 2.

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**FIN FORM 3: Financial Proposal Cost Break Up**

Sr. No.	Resource Type (Designation)/ Other costs	Unit Price in figures (Rate/man-month - INR - Exclusive of Service Tax)	Unit Price in words (Rate/man-month - INR - Exclusive of Service Tax)	Effort in man-months	Total cost
1.					
2.					
3.					
4.					
5.					
	<b>Other costs</b>				
	<b>Total</b>				

## 6.9 Annexure 9: Pre-Bid Queries Format

Sr. No.	RFP Document Reference (Section Number / Sub Section no.)	RFP Page No.	Content of RFP requiring clarification as per Bidder	Bidder's Remarks
1.				
2.				
3.				
4.				
5.				
6.				
7.				