



## Request for Proposal [RFP]

For 'Engaging Consultant for providing Advisory Services for Strengthening the Public Finances of Government of Punjab - Revenue Mobilization, Expenditure Control and boosting GST Revenue'

Reference number: DFREIFD (DD)/2023/02

**Directorate of Financial Resources and Economic Intelligence (DFREI)**

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## **1. Disclaimer**

The information contained in this Request for Proposal Document (hereinafter known as “RFP Document”) or subsequently provided to Bidders in documentary form by or on behalf of Department of Finance (Directorate of Financial Resources and Economic Intelligence), Government of Punjab or any of their representatives, employees or advisors (collectively referred to as “Purchaser”), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all Bidders, and it is not possible for Purchaser to consider the investment objectives, financial situation and needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The Purchaser make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Purchaser, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or

reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for engagement. Purchaser reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its e-Bid. All such costs and expenses will remain with the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This RFP is being issued with no financial commitment and Purchaser reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

## 2. Notice Inviting e-Bids

<p><b>Department of Finance</b>  <b>Directorate of Financial Resources and Economic Intelligence</b>  <b>Room No. 15, 7<sup>th</sup> Floor, Punjab Civil Secretariat, Chandigarh-160001</b></p>
<p>Notice Inviting Tender  <u>RFP Reference Number: DFREIFD (DD)/2023/02</u>          Department of Finance invites online bids for engaging consultant for providing advisory services for strengthening the Public Finances of Government of Punjab – Revenue Mobilization, Expenditure Control and boosting GST Revenue.          The RFP document containing detailed terms and conditions may be downloaded from <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a> and last date and time for submission of bids is 17.04.2023 by 3:30 pm</p>

## 3. Document Control Sheet

Sr. No.	Particular	Details
1.	Document reference number	DFREIFD (DD)/2023/02
2.	Date & time for floating of document	28.03.2023
3.	Last Date and time for submission of queries through email	05.04.2023 at 03.30 P.M.
4.	Last Date and time for submission of bids	17.04.2023 at 03.30 P.M.
5.	Date and time for Opening of technical bids	18.04.2023 at 03.30 P.M.
6.	Declaration of technical result	To be informed later
7.	Opening of Financial Bid	To be informed later
8.	Issue of Letter of Intent	To be informed later
9.	Issue of Letter of Award	To be informed later
10.	Address for communication	Director, Financial Resources and Economic Intelligence Room No. 15, 7 <sup>th</sup> Floor, Punjab Civil Secretariat-1, Chandigarh- 160001
11.	Cost of RFP document & mode of payment	Rs. 1,000/- (Rs. One thousand only) + processing fee as mentioned on State e-Procurement portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> through

12.	Earnest Money Deposit (EMD) through online mode	Rs. 2,00,000/- (Rs. Two Lakh only) to be paid on State e- Procurement portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> through online mode
13.	Contact details	<a href="#">Sh. Gurpreet Singh, Research Officer,</a> <a href="#">Mobile No. +919781130751</a> <a href="#">Email: dfreifd@gmail.com</a>
14.	Website for RFP reference	<a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a> and <a href="https://finance.punjab.gov.in/">https://finance.punjab.gov.in/</a>
15.	Method of Selection	Least cost based method

**Note: All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No separate communication or advertisement over any other channel shall be given.**

#### 4. Abbreviations and Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP document and contract have the following meanings:

##### 4.1. Abbreviations

Sr. No.	Term	Description
1.	CV	Curriculum Vitae
2.	DFREI	Directorate Financial Resources and Economic Intelligence
3.	EMD	Earnest Money Deposit
4.	ESI	Employee State Insurance
5.	FY	Financial Year
6.	GoI	Government of India
7.	GoP	Government of Punjab
8.	GST	Goods and Services Tax
9.	IFMS	Integrated Financial Management System
10.	INR	Indian National Rupee
11.	LoI	Letter of Intent
12.	PAN	Permanent Account Number

13.	PBG	Performance Bank Guarantee
14.	PSU	Public Sector Undertaking
15.	RFP	Request for Proposal
16.	SLA	Service Level Agreement
17.	TCV	Total Contract Value
18.	SOW	Scope of work
19.	L1	Lowest Price
20.	L2	Second Lowest Price
21.	CA	Chartered Accountant

## 4.2. Definitions

- 4.2.1 “Authority/ Competent Authority” refers to Administrative Secretary, Department of Finance, Government of Punjab.
- 4.2.2 “Bid” means proposal submitted by bidders in response to this RFP document.
- 4.2.3 “Bidder” means an agency/firm/company who submits the bid, while competing with others, for providing services w.r.t. specific requirements as defined in this RFP document.
- 4.2.4 “Committee” means the committee constituted by Department for evaluation of bids submitted against this RFP.
- 4.2.5 “Contract” refers to contract which shall be entered between Purchaser and the Successful Bidder, together with all the documents mentioned therein including all attachments, annexures etc.
- 4.2.6 “Department/Purchaser” means Department of Finance (Directorate Financial Resources and Economic Intelligence), Government of Punjab.
- 4.2.7 “Director” means Directorate of Financial Resources and Economic Intelligence, Department of Finance.
- 4.2.8 “Party” means Purchaser or Bidder individually.
- 4.2.9 “Parties” means Purchaser and Bidder collectively.
- 4.2.10 “Similar work” means consultancy service/implementation experience of revenue mobilization (both own-tax revenue and non-tax revenue) and monitoring of public expenditure in State/Central Government.



4.2.11 “Successful Bidder” refers to the bidder selected through competitive selection process in pursuance of this RFP document.

4.2.12 “Total Contract Value” means maximum value payable to the Successful Bidder by the Purchaser which is discovered on the basis of tendering process.

## **5. Introduction and Objective**

### **5.1. Introduction**

Department of Finance, Punjab largely performs the function of managing all the financial matters of Government of Punjab. Some of the most important functions for the department includes:

- Formulation of the State Budget & managing the State Expenditure
- Management of Public Funds
- Administration of State Loan Accounts & Debt Servicing
- Advice on cases involving financial implications relating to all Departments of the Government of Punjab
- Assessment of resources for State's Development
- Assessment of Receipts & Expenditure of the State
- Tendering of advice on matters affecting directly the finances of the State
- Reviewing the Proposals for increase or decrease in rates of existing taxes or levy of fresh taxes, mobilization of financial resources through taxes, duties or fees etc. and review and analysis of the tax structure of the State.
- Framing rules regulating pay, emoluments and other service conditions of all employees of Government of Punjab.

### **5.2. Objective of the Assignment**

The State Government intends to accelerate its growth and move up the development ladder. To achieve this objective, Government of Punjab (GoP) intends to:

- Identify funding sources for bridging resource gap and convergence of existing schemes to create umbrella schemes so that adequate resources are made available.
- Undertake analysis and to be able to fetch and interpret requisite data on various sources of revenue from all the revenue earning departments and assists in identifying revenue leakages.

- Identify and provide a roadmap to boost and mobilize revenue from all possible sources for the State.
- To examine the entire gamut of possibilities to boost GST revenue of the State; develop systemic tools for detection and recovery of Tax evasion including GST; analyze and detect non-compliance by GST taxpayers; aid in diagnosis of possible GST revenue leakage areas; etc.

### 5.3. Scope of Work (SoW)

5.3.1 The overall scope of work for the assignment shall be carried out mainly on the following modules:

- I. Revenue mobilization and augmentation for all revenue generating departments and Expenditure control and rationalization for all departments
- II. GST Revenue – examining the entire gamut of possibilities to boost GST Revenue of the State and provide support to the Tax Intelligence Unit

5.3.2 The details of the modules have been outlined below:

- I. Revenue mobilization and augmentation for all revenue generating departments and Expenditure control and rationalization for all departments:**
  - a. Revenue mobilization and augmentation for all revenue generating departments-** The Government of Punjab is looking for augmenting the revenue both Own Tax Revenue and Non Tax Revenue in all the revenue generating departments of the State, by introduction of the following but not limited to - requisite, specific measures like increasing efficiency in collection, streamlining the process leading to cost optimization, suggesting new avenues / sources of revenue/ possible disinvestment and divestment, study of best practices in India and / or other countries.
  - b. Expenditure control and rationalization for all departments-** The Government of Punjab is looking for introducing measures to cut wasteful expenditure, rationalization of Government schemes across all the departments of the State.
  - c. Provide assistant/guidance as may be required for externally-aided projects undertaken by Department of Finance.**

#### **Deliverables:**

1. The deliverables will be submitted as part of the monthly progress report and the deliverables will be set forth at the beginning of each quarter.

2. However, in addition to the above said deliverables, the Purchaser, during the tenure of the contract, as per its requirements (need basis) may also assign other specific deliverables to be undertaken by the successful bidder. The timelines for such other specific deliverables shall be defined separately.

## **II. GST Revenue – examining the entire gamut of possibilities to boost GST Revenue of the State and provide support to the Tax Intelligence Unit**

The objective is to support to the State Government in the following but not limited to - examining the possibilities of boosting GST revenue and setting up a roadmap to mobilize revenue from all possible sources, analyse / research the existing tax payer database for tax compliance and taxpayer's behaviour to identify revenue risk areas, detect and identify the key sectors/areas with low GST compliance, undertake study of GST compliance gaps especially relative to the compliance levels in other States and suggest measures to remove those gaps, Adopt domestic and international best practices to increase GST compliance in Punjab and provide requisite support to the Tax Intelligence Unit.

### **Deliverables:**

1. The deliverables will be submitted as part of the monthly progress report and the deliverables will be set forth at the beginning of each quarter.
2. However, in addition to the above said deliverables, the Purchaser, during the tenure of the contract, as per its requirements (need basis) may also assign other specific deliverables to be undertaken by the successful bidder. The timelines for such other specific deliverables shall be defined separately.

## **5.4. Evaluation of Bids**

- 5.4.1 The Proposals shall be evaluated as per the parameters set below and ranked accordingly.

### **A. Technical Evaluation:**

- 5.4.2 The Technical Proposal shall be evaluated on the following parameters and the marks shall be given accordingly to:
- a. Bidder prior experience in carrying out similar and related assignments;
  - b. Bidder prior experience in advisory services specifically related to GST.
  - c. Bidder annual average turnover for the last 3 financial years; and
  - d. Adequacy and Quality of Resources proposed for deployment.
- 5.4.3 Based on the above technical factors, each bidder would be assigned a technical score

(marks) out of 100. Based on their ranking in technical score, the Bidder scoring 75 marks or more would be referred to as “Technically Qualified Bidders” and shall be eligible for Financial Evaluation.

### B. Financial Evaluation:

5.4.4 The Financial Bids of only "Technically Qualified Bidders" would be opened for further consideration. The Bidder (L1) who has quoted the lowest price will be selected and declared as successful bidder.

5.4.5 The Committee will mark the Technical proposals on the parameters/ criteria defined in Clause 5.4.2, as below:

Sr. No	Criteria	Maximum Marks
a	Bidder prior experience in carrying out similar and related assignments;	30
b	Bidder prior experience in advisory services specifically related to GST.	30
c	Bidder annual average turnover for the last 3 financial years; and	20
d	Adequacy and Quality of Resources proposed for deployment.	20
<b>Total Marks</b>		<b>100</b>

### 5.5. Selection Process

5.5.1 Selection of Technically Qualified Bidders shall be based on evaluation of above technical criteria as depicted in Clause 5.4.5 and decision of the Committee would be final & binding in this matter. Marks for Bidders shall be awarded as under:

<b>a Prior experience in carrying out similar and related assignments</b>				
Sr No.	Particular	Evaluation criteria	Supporting documents required	Maximum Marks
1.1	Bidder should have undertaken Consultancy services/Advisory services for Government (State Government/ Central Government/ PSUs) with specific focus	Upto 3 projects* (completed or ongoing) during previous five years. 8 marks for each project 6 additional marks for more than 3 projects Completed – the bidder should have	Work orders along with the completion certificate confirming year, cost and area of activity.  Completion here means	30

	on Revenue Mobilization and Monitoring of Public Expenditure (Taxation / Revenue Mobilization/ Public Expenditure)	successfully completed projects of 'similar works' in last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 with Central Government / State Government / PSU.  Ongoing works – the bidder should have received at least one payment in last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 with Central Government / State Government / PSU.	completed / ongoing works for which at least one payment has been released to the bidder between April 1 <sup>st</sup> , 2017 to march 31 <sup>st</sup> , 2022.	
<b>Total of a</b>				<b>30</b>
<b>*Note: Excluding projects which qualify the conditions as stated in Sr. No. b below.</b>				

<b>b Bidder prior experience in advisory services specifically related to GST</b>				
<b>Sr. No.</b>	<b>Particular</b>	<b>Evaluation criteria</b>	<b>Supporting documents required</b>	<b>Maximum Marks</b>
2.1	Bidder should have undertaken Consultancy services/Advisory services for boosting GST collections for the Central / State Government	Up to 2 projects (completed or ongoing) during previous five years.  12 marks for each project  6 additional marks for more than 2 projects  Completed – the bidder should have successfully completed projects of 'similar works' in last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 with Central Government / State Government / PSU.  Ongoing works – the bidder should have received at least one payment in last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 with Central Government / State Government / PSU.	Work orders along with the completion certificate confirming year, cost and area of activity.  Completion here means completed / ongoing works for which at least one payment has been released to the bidder between April 1 <sup>st</sup> , 2017 to march 31 <sup>st</sup> , 2022.	30
<b>Total of b</b>				<b>30</b>

<b>c</b>	<b>Bidder annual average turnover for the last 3 financial years</b>
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Sr No.	Particular	Evaluation criteria	Supporting documents required	Maximum Marks
3.1	<p>Bidder should have an annual average turnover of more than Rs. 50 crore from consultancy/ advisory services for last 3 financial years i.e. 2019-20, 2020-21 and 2021-22.</p> <p>Note: Turnover of only Bidding entity shall be considered. Turnover of any parent, subsidiary, associated or other related entity shall not be considered.</p>	<p>More than Rs. 50 crore – upto Rs. 75 crore= 5 marks</p> <p>More than Rs. 75 crore- upto Rs. 100 crore- 5 marks</p> <p>More than Rs. 100 crore- upto Rs. 125 crore- 5 marks</p> <p>More than Rs. 125 crore- 5 marks</p>	<p>Audited Financial statements or certificate from statutory auditors clearly certifying the turnover requirements.</p>	20
<b>Total of c</b>				<b>20</b>

<b>d Adequacy and Quality of Resources proposed for deployment</b>				
Sr No.	Particular	Evaluation criteria	Supporting documents required	Maximum Marks
4.1	<p>Team Leader/Project Manager (1 resource)</p>	<ul style="list-style-type: none"> <li>• Team Leader should have demonstrated experience of minimum 10 years working with Central Government / State Government / Government Agencies, PSUs.</li> <li>• Working experience with the Department of Expenditure, GoI/ Department of Finance at the State level will be an added advantage.</li> </ul> <p><b>a) Educational qualification</b> Meets minimum qualification i.e. Minimum graduate with MBA or qualified CA (2 marks)</p> <p><b>b) Experience in Similar or relevant projects (2 marks)</b></p> <p>i) 1 marks for each project of similar nature</p> <p><b>Maximum 4 marks</b></p>	<p>CV of the proposed staff (Scoring would be done based on the qualification and role specific experience in the similar assignments)</p>	4
4.2	<p>Public Finance Specialist-Consultant (1 Resource)</p>	<ul style="list-style-type: none"> <li>• The specialist should have demonstrated experience of 7 years working on projects / assignments with Central</li> </ul>	<p>CV of the proposed staff (Scoring would be done based on the qualification and role</p>	4

		<p>Government / State Government preferably with finance department or any other revenue earning Department large Department such as Revenue Department.</p> <p><b>a) Educational qualification</b> Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or CA (2 marks)</p> <p><b>b) Experience in Similar or relevant projects (2 marks)</b> 1 marks for each project of similar nature <b>Maximum Marks 4</b></p>	<p>specific experience in the similar assignments)</p>	
4.3	Taxation Specialist-Consultant (1 Resource)	<ul style="list-style-type: none"> <li>The specialist should have demonstrated experience of 7 years working on projects / assignments with Central Government / State Government Experience in Taxation-Direct and Indirect Taxes. Out of which minimum 3 years' experience shall be related with GST.</li> </ul> <p><b>a) Educational qualification</b> Meets minimum qualification i.e. Minimum graduate with MBA (Finance) or CA (2 marks)</p> <p><b>b) Experience in Similar or relevant projects (2 marks)</b> 1 marks for each project of similar nature <b>Maximum Marks 4</b></p>	<p>CV of the proposed staff (Scoring would be done based on the qualification and role specific experience in the similar assignments)</p>	4
4.4	Data Analyst (2 resources)	<p>The analyst should have demonstrated experience of 5 years working with governments especially at the State government level preferably with finance department. Should have relevant experience of research and data analysis in Public Finance.</p> <p><b>a) Educational qualification</b> Meets minimum qualification graduate degree in Finance / Accounting/ Economics / Statistics (1 mark per resource)</p> <p><b>b) Experience in similar or relevant projects (2 marks)</b> 1 mark for each project of</p>	<p>CV of the proposed staff (Scoring would be done based on the qualification and role specific experience in the similar assignments)</p>	2 * 2= 4

		similar nature (1 mark per resource) • <b>Maximum 2 marks per resource</b>		
4.5	Solution Architect/Systems (Technical) Expert (1 resources)	<p><b>The expert should have demonstrated experience of 3 years in-</b></p> <ul style="list-style-type: none"> <li>- Experience in designing systems using open - source technologies.</li> <li>- Experience in designing complex data systems and in particular experience of design data systems for a government entity</li> <li>- Should have an understanding of fintech, angular, dotnet and queries / database</li> <li>- Should have an understanding of IFMS and PFMS system</li> </ul> <p><b>a) Educational qualification (2 marks)</b> BE/ B.Tech/ MCA/ M.Tech</p> <p><b>b) Experience in similar or relevant projects (2 marks)</b> 1 mark for each project of similar nature. <b>(Maximum 4 marks)</b></p>	CV of the proposed staff (Scoring would be done based on the qualification and role specific experience in the similar assignments)	4
<b>Total of d</b>				<b>20</b>

5.5.2 Bidder would deploy on site team consisting of members as proposed to be stationed in Chandigarh and all the proposed members would be required to be deployed on full time basis in Department of Finance. However, work from home allowed for a maximum duration of five working days in a month\*.The purchaser would provide office space and furniture for sitting to the proposed team.

Note: \*- Such work from home facility would be duly approved in advance from the competent authority and a maximum of 2 resource persons would avail this facility at a time.

## 6. Bid Evaluation Criteria

### 6.1. Preparation of bid

6.1.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially



responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

- 6.1.2 Once the bid is submitted, it will be presumed that the Bidder has seen and understood the quantum of work to be done.
- 6.1.3 The bid shall be uploaded on the website as mentioned in the Document Control Sheet of this RFP document by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 6.1.4 The Bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 6.1.5 The bids submitted by fax/ e-mail/ envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 6.1.6 All correspondences between the Bidders and Purchaser shall be written in the English language.
- 6.1.7 All information supplied by Bidders shall be treated as contractually binding on the Bidders on successful award of the assignment by Purchaser on the basis of this RFP document.
- 6.1.8 Failure to comply with the below requirements shall lead to the bid rejection
  - a) Comply with all requirements as set out within this RFP document.
  - b) Submission of the forms and other particulars as specified in this document and respond to each element in the order as set out in this RFP document.
  - c) Submission of all supporting documentations specified in this RFP document, corrigendum or any addendum issued.

## **6.2. Validity of bids**

- 6.2.1 Bids shall remain valid till 120 days from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period.
- 6.2.2 If required, Purchaser may solicit the Bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional. A Bidder may refuse the request without forfeiting the Earnest Money Deposit. A Bidder granting the request will not be permitted to modify its bid.
- 6.2.3 Purchaser reserves the right to annul the selection process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform

the affected Bidder(s) of the grounds for such decision.

6.2.4 Purchaser may, at its own discretion, extend the date for submission of proposals.

### **6.3. Earnest Money Deposit (EMD)**

6.3.1 The Bidder shall furnish EMD through online mode, as part of the Eligibility Criteria as per details provided in the Document Control Sheet of this RFP.

6.3.2 EMD of all the Bidders shall be released once the tendering process is over. For Successful Bidder, EMD shall be refunded once they submit Performance Security in the form of PBG of an amount equal to 10% of the TCV in the favour of Purchaser which shall be valid for a period of 60 days beyond the contract period. In case of extension of the contract, Successful Bidder has to submit the revised PBG for the extended period.

6.3.3 EMD of all the Bidders shall be refunded by the Purchaser as promptly as possible after signing of the agreement with the Successful Bidder.

6.3.4 The EMD submitted shall be interest free and shall be refundable to the Bidders without any accrued interest on it.

6.3.5 The EMD shall be forfeited on account of one or more of the following reasons:-

- a. Bidder withdraws its bid during the validity period as specified in this RFP document.
- b. Bidder fails to provide required information during the evaluation process.
- c. In case of a successful selection, the said Bidder fails to sign the Agreement/furnish PBG as per the maximum time defined in the SLA section of this RFP.
- d. If a Bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

### **6.4. Deviations**

6.4.1 Bids submitted with any deviations to the contents of the RFP document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid.

### **6.5. Amendment to the RFP document**

6.5.1 Amendments/ corrigendum/ addendums/ clarifications necessitated due to any reasons, shall be made available on website only as provided in the Document

Control Sheet. No separate communication either in writing or through email will be made to any interested/ participating Bidders. It shall be the responsibility of the Bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

6.5.2 In order to provide prospective Bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Purchaser, at its discretion, may extend the last date for the receipt of bids.

## 6.6. Clarification on RFP document

The Bidders requiring any clarification on the RFP document may submit its queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

Sr.No.	RFP Clause No.	Page No.	RFP Clause detail	Amendment Sought / Suggestion	Justification

## 6.7. Bid opening

6.7.1 Purchaser will constitute a Committee to evaluate the bids submitted by Bidders. No correspondence will be entertained outside the process of evaluation with the Committee.

6.7.2 The bids submitted will be opened at time & date as specified in the document control sheet of this RFP by the Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may wish to be present at the time of bid opening.

6.7.3 Those Bidders whose bids are found to be responsive as per technical evaluation, shall further be eligible for Financial Bid evaluation.

## 6.8. Financial Bids

6.8.1 The financial Bids of only “Technically Qualified Bidders” would be opened for further consideration. The Bidder (L1) who has quoted the lowest price will be selected.

6.8.2 The Bidder as part of its Financial Bid shall account for all out of pocket and other expenses including all permits, approvals, travel cost, Laptops etc. to be deployed

during the currency of the Contract.

- 6.8.3 The Financial Proposal shall exclude all the GST/Service Tax, other Taxes, Duties, Cess etc.
- 6.8.4 The prices / rates quoted by the bidder shall remain firm (fixed) during the entire contract period and as per provision of Clause 7.11. A bid submitted with variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.
- 6.8.5 Financial e-Bid shall be submitted on the State e-Procurement portal i.e. eproc.punjab.gov.in as per the format attached at Annexure 10.5.

## **6.9. Disqualifications**

Purchaser may at its sole discretion and at any time during the evaluation of bids, disqualify any Bidder, if the Bidder has:

- i. Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the Bidder will be forfeited in such cases.
- ii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- iii. Failed to provide clarifications related thereto, when sought;
- iv. Submitted more than one bid (directly / indirectly);
- v. Declared ineligible by the Government of India / State / UT Government /PSU's/ any Government Society/Board/Corporation for corrupt and fraudulent practices or blacklisted.
- vi. Submitted a bid with price adjustment/variation provision.
- vii. Documents are not submitted as specified in this RFP document.
- viii. Suppressed any details related to bid.
- ix. Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- x. Not submitted documents as requested in the checklist.
- xi. Submitted bid with lesser validity period.
- xii. Any non-adherence/non-compliance to applicable RFP document content.

## **6.10. Selection of Bidders**

- 6.10.1 The Bidder whose score in the technical evaluation is 75 marks or more shall be eligible for financial bid evaluation and as per clause 5.4.4 shall be declared as successful bidders. This Successful Bidder shall be selected for completion of all the

deliverables mentioned in the Scope of Work section of this RFP document.

6.10.2 In case Successful Bidder refuses to sign the contract, their EMD shall be forfeited. In such case, the bidder whose Financial bid is second lowest (L2) shall be asked to match the rates of the Bidder (L1) and so on.

6.10.3 In case of tie between the bidders, the Bidder whose Score (Marks) is higher in technical evaluation shall be selected as Successful Bidder.

### **6.11. Issue of Letter of Intent (LoI)**

6.11.1 Purchaser will enter into a contract with the Successful Bidder and will issue a Letter of Intent in writing. The LoI will constitute the formation of the contract post submission of PBG to the Purchaser as performance security by the Successful Bidder as mentioned in this RFP document.

### **6.12. Signing of contract**

6.12.1 The Successful Bidder shall sign the contract with the Purchaser within 15 days of issuance of LoI. After signing of the contract, no variation or modification in the term of contract shall be made except by mutual written amendment signed by both the Parties.

### **6.13. Performance Bank Guarantee**

6.13.1 As soon as possible, but not more than 10 days following receipt of Letter of Intent, the Successful Bidder shall furnish Performance Security to the Purchaser of an amount equal to 10% of the TCV as Performance Security. This Performance Security shall be in the form of PBG only. Format attached at Annexure 10.6.

6.13.2 PBG against the work order issued thereby shall remain valid for a period of 60 (Sixty) days beyond the expiry of the contract. Whenever the contract is extended, the Successful Bidder will have to extend the validity of PBG proportionately.

6.13.3 In case the Successful Bidder fails to submit Performance Security within the time stipulated, Purchaser at its discretion may cancel the award of contract to the Successful Bidder without giving any notice and the EMD of the Successful Bidder will be forfeited.

6.13.4 The Successful Bidder will not be entitled for any interest on the Performance Security submitted.

6.13.5 Purchaser shall forfeit the Performance Security in full or in part in the following

cases:

- a) When the terms and conditions of contract are breached/ infringed.
- b) When contract is being terminated due to non- performance of the Successful Bidder.
- c) The Purchaser incur any loss due to Successful Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **6.14. Fraud and corrupt / malpractices**

6.14.1 All the Bidders must observe the highest standards of ethics during the process of selection of Successful Bidder and during the performance and execution of contract.

6.14.2 For this purpose, definitions of the terms are set forth as follows:

- a. "Corrupt practice" means e-procurement system established by the Government of Punjab for creation and publication of tenders and related documents by procuring entities and for seeking online bids from the bidders.
- b. "Fraudulent practice" means any act or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
- c. "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
- d. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence improperly the actions of a party or the bidding procedure.

6.14.3 Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

6.14.4 Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if Bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

## **7. General Contract Conditions**

### **7.1. Standards of performance**

The Successful Bidder shall deliver the services/work and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful Bidder to the Purchaser. The Successful Bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with a third party or beneficiaries. The Successful Bidder shall conform to the standards laid down in the RFP document in totality

### **7.2. Confidentiality**

- 7.2.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Successful Bidder and/ or the Purchaser to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 7.2.2 The Successful Bidder shall ensure that while providing services, all the details and information exchanged is kept confidential.
- 7.2.3 During the execution of the project except with the prior written consent of the Purchaser, the Successful Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- 7.2.4 The Successful Bidder will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Purchaser has right to take legal action against the Successful Bidder.

### **7.3. Consortium, Outsourcing & Sub-Contracting**

Consortium, Outsourcing and sub-contracting are not allowed for this engagement. The bidding entity must be a single entity duly registered under the applicable laws of country. All resources deployed must be full time employees of the bidding entity at the time of contract signing.

### **7.4. Termination of Contract for default**

The Purchaser without prejudice to any other remedy for breach of Contract, by a written

notice of not less than 60 (Sixty) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

1. If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
2. If the Successful Bidder fails to bid or respond for three consecutive bids given by the purchaser without assigning any satisfactory reason to purchaser in writing or on email; or
3. If the Successful Bidder fails to perform any other obligation(s) under the contract; or
4. Laxity in adherence to standards laid down by the Purchaser; or
5. Discrepancies/deviations in the agreed processes and/or Services; or
6. Violations of terms and conditions stipulated in this RFP.
  - a) In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the respective Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
  - b) The Purchaser right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
  - c) In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the services contracted with another Successful Bidder. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider'/ Successful Bidder completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Successful Bidder within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful Bidder is in breach of this obligation, they shall be liable for paying a penalty as



provided in Penalty Section of this document, which may be settled from the payment of invoices or PBG for the contracted period or by invocation of Performance Bank Guarantee.

### **7.5. Termination of Contract for convenience**

1. The Purchaser may, at any time, by a prior written notice of 30 days, terminate this Contract or reduce the scope of the Services, including reduction in the manpower deployed.
2. On receipt of a notice of termination or reduction, the Successful Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Purchaser Material and Contract Material; and continue work on any part of the Services not affected by the notice.
3. If this Contract is terminated, the Purchaser is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Successful Bidder and directly attributable to the termination.
4. If the scope of the Services is reduced, the Purchaser's liability to pay the Service Charges or to provide Purchaser Material abates in accordance with the reduction in the Services.
5. The Successful Bidder is not entitled to compensation for loss of prospective profits.

### **7.6. Termination of contract for Insolvency, Dissolution, etc.**

Purchaser may at any time terminate the Contract by giving written notice of 30 days to the Successful Bidder, if the concerned "Successful Bidder" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event, termination will be without compensation to the "Successful Bidder" provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to purchaser. In such case provisions under Exit Management clause of this RFP shall apply.

### **7.7. Force Majeure**

- 7.2.5 The PBG of the Successful Bidder shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.2.6 For purposes of this clause, "Force Majeure" means an event beyond the control of the

Successful Bidder and not involving the Successful Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires due to natural calamity, floods, pandemic, endemic, epidemics and quarantine restrictions.

- 7.2.7 If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by Purchaser in writing, the Successful Bidder 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.

## **7.8. Resolution of disputes**

If any dispute arises between parties, then these would be resolved in following ways:

- a) Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
- b) Arbitration: In case dispute arising between the Purchaser and the Successful Bidder, which has not been settled amicably, the Successful Bidder can request the Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Authority". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the Purchaser and the Successful Bidder. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

## **7.9. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

## **7.10. Amendment to the contract**

The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

## **7.11. Contract period**

This selection of Successful Bidder shall be valid for a period of 1 years initially from the date of signing of contract. If the services of the Successful Bidder are found satisfactory, contract may be further extendable on yearly basis, with a maximum period of 5 years at the discretion of the Competent Authority. In case the term of contract is extended, the price / rate shall be escalated @ 3% of price bid of each time of extension.

## **7.12. Replacement of Resources**

Replacement of resources shall generally not be allowed. However, due to unforeseeable circumstances, the replacement of Resources by successful bidder will be allowed based on equivalent or better profiles for any reason and such replacement will be allowed only after the consent of concerned authority with a minimum notice of 10 calendar days and such replacement should be provided within given notice period of 10 calendar days.

## **7.13. Exit Management**

- 7.13.1 During the exit management period, the Successful Bidder shall ensure supply of all services as per the work order/ RFP so that the work of the Purchaser is not affected.
- 7.13.2 All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Purchaser and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- 7.13.3 The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder.
- 7.13.4 All documents received from the purchaser, shall remain in the custody of the Bidder during the period of assignment only and shall be used exclusively in connection with the services and shall not be made use of for any other purpose. These shall be carefully preserved by the bidder till the completion of the job and shall be handed over to the purchaser on preparation of final report or on termination of the contract.

7.13.5 The bidder should also bound to transfer the knowledge / tool / any software developed during the engagement to the purchaser and shall be handed over to the purchaser on preparation of final report or on termination of the contract.

**Note: Purchaser reserves the right to ask for any additional information at the time of Exit, as deemed fit for smooth exit and continuity of the Services/work.**

## 8. SLA and Penalties

Sr. No.	Activity	Penalty for delays beyond target level
1.	Submission of PBG within 10 days of issue of Letter of Intent	Rs. 2,000/- per day
2.	Signing of Contract within 15 days of issuance of LoI	Rs. 2,000/- per day
3.	Non-Adherence to the timelines as mentioned in this RFP attributable to the successful bidder.	Rs. 5,000/- per day
4.	Any change of resource for any role, during team deployment or during project duration, from the CV as proposed during evaluation and approved by State Government.	Any change of resource from the proposed CVs, either during team deployment or project duration, must be replaced by equivalent resource, in terms of qualification, certification and experience, as mentioned in this RFP, in consultation and prior approval of Purchaser. Any deviation w.r.t qualification, certification and experience will not be accepted. In case of any delay in providing such equivalent replacement either during team deployment at project commencement or in mid- course of project, 0.5% of work order value per replacement per week of delay shall be deducted from payment.

**Note – (i) The maximum penalty applicable on the Bidder shall not exceed 10% of the total contract value. In case if the total penalty applicable on the Bidder exceeds 10% of the total contract value, the Purchaser reserves the right to terminate the Contract with the Successful Bidder or Blacklist the Successful Bidder.**

**(ii) A notice of 15 days will be given to the successful bidder before invoking of penalty clause as stipulated in Sr.No 3 & 4 of clause no 8.**

## 9. Payment terms

### 9.1. General

9.1.1 Payment to the Successful Bidder shall be made quarterly.

9.1.2 Purchaser may withhold the payment of the Successful Bidder due to non-performance/non-delivery of the service as mentioned in this RFP. Decision of Authority in this regard shall be final.

9.1.3 Payments shall be subjected to deductions of any amount for which the Successful Bidder is

liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

- 9.1.4 The decision of the Purchaser pertaining to the quality and quantity of works / services performed by the Successful Bidder shall be final and acceptable to the Successful Bidder besides being binding. It shall be the responsibility of the Successful Bidder to rectify the deficiencies so pointed out without any extra payment. In the event of default by Successful Bidder, the Purchaser reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Successful Bidder after giving a notice in regard thereto in writing and expenditure so incurred by the Purchaser will be recovered from the invoices of the Successful Bidder.
- 9.1.5 All taxes, duties and any statutory levies etc. payable by the Successful Bidder during the contract tenure shall be the sole responsibility of the Successful Bidder.
- 9.1.6 The Successful Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules in respect to the Minimum wages, Employee Provident Fund, ESI, Labour Legislations.

## 10. Annexures

### 10.1. Self-Declaration (On company letter head) Date: XX/XX/XXXX

To

The Director,  
Directorate of Financial Resources and Economic Intelligence  
Room No. 15, 7th Floor, Punjab Civil Secretariat, Chandigarh-160001

#### **Subject: Self Declaration**

Dear Sir,

I/We hereby declare that as of date, (Name of the Successful Bidder)

1. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt.

/ Central Govt./ Board/ Corporations and Government Societies / PSU for any reason.

2. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

3. And our directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

## 10.2. Letter of Authorization (On company Letter head)

To

The Director,  
Directorate of Financial Resources and Economic Intelligence  
Room No. 15, 7th Floor, Punjab Civil Secretariat, Chandigarh-160001

Dear Ma'am/ Sir,

### Sub: Letter of Authorization

<Name>\_\_\_\_\_<Designation> is hereby authorized to sign & stamped relevant documents on behalf of the <Company> in dealing with this RFP Document published vide No. dated. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender. meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender

Thanking you

Authorized Signatory (s) of the Company <Name> <Designation> <Seal>	Signature of the person authorized by the Bidder <Name> <Designation> <Seal>
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**10.3. Composition of the Team Personnel, And Task(S) of each Team Member**

<b>1. Project Manager/ Team Leader, Public Finance Specialist- Consultant and Taxation Specialist - Consultant</b>						
<b>Sr. No</b>	<b>Name of the Member</b>	<b>Proposed Position</b>	<b>Name of Firm</b>	<b>Employment Status (regular / part time)</b>	<b>Education Qualification</b>	<b>No. of Years' experience</b>

<b>2. Data Analyst (s)</b>						
<b>Sr. No.</b>	<b>Name of the Member</b>	<b>Proposed Position</b>	<b>Name of Firm</b>	<b>Employment Status (regular / part time / others)</b>	<b>Education Qualification</b>	<b>No. of Years relevant experience</b>

<b>3. Solution Architect/ System (Technical) Expert</b>						
<b>Sr. No.</b>	<b>Name of the Member</b>	<b>Proposed Position</b>	<b>Name of Firm</b>	<b>Employment Status (regular / part time / others)</b>	<b>Education Qualification</b>	<b>No. of Years relevant experience</b>



**10.4. Format of Curriculum Vitae (CV) For Proposed Professional Staff**

- i. Name of Person
- ii. Proposed position for this assignment
- iii. Designation
- iv. Date of Birth
- v. No of Years with present Employer
- vi. Education

<b>Name of Degree (Graduate onwards)</b>	<b>College and University</b>	<b>Specialization</b>	<b>Year of Passing</b>	<b>% score</b>

- vii. Relevant Experience :

Please provide details of relevant assignments, with respect to task assigned for the proposed study (as mentioned in (ii) above). Kindly provide following information for each assignment:

<b>Name of Assignment</b>	<b>Name of Client</b>	<b>Time period</b>	<b>Description about assignment</b>	<b>Your role (Team/ Project leader, Sector Expert)</b>	<b>Time spent</b>

- viii. Employment Record :

(Starting with present position, list in reverse chronological order, for every employment held.)

<b>Name of Employer</b>	<b>Position held</b>	<b>Duration</b>	<b>Job Responsibility</b>

- ix. Total No. of Years' Experience :

Total No. of years in Consultancy Service	
Total no. of Years in services other than Consultancy services	
Total Experience	

(vii) Certification

I, the undersigned, certify that to the best of my knowledge and behalf, this Bio data correctly describes myself, my Qualifications and my experience.

Signature of Team Member

Date

**10.5. Financial Bid Format****Break up - Total Contract Value (TCV)**

<b>Sr No</b>	<b>Resource Person</b>	<b>Number of Resource Person</b>	<b>Annual Cost INR</b>	<b>Total Cost INR (In figures)</b>	<b>Total Cost INR (In Words)</b>
1	Team Leader / Project Manager	1			
2	Public Finance Specialist – Consultant	1			
3	Taxation Specialist – Consultant	1			
4	Data Analyst	2			
5	Solution Architect / Systems (Technical) Expert	1			
	<b>Total</b>				

Note:

1. All the prices quoted above must be exclusive of Goods and Service Tax and other taxes and duties as applicable;
2. No escalation would be allowed due to changes in taxes and duties;
3. No conditions should be attached to the price proposal;
4. In case of any discrepancies in the prices mentioned in the figures and words, the prices mentioned in the words would be considered as final price;

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Name of the Firm\_\_\_\_\_

Address\_\_\_\_\_

## 10.6. Format for Performance Bank Guarantee

Date: XX/XX/XXXX

To,

The Director,  
Directorate of Financial Resources and Economic Intelligence  
Room No. 15, 7th Floor, Punjab Civil Secretariat, Chandigarh-160001

Subject: Performance Bank Guarantee

Whereas, <> (hereinafter called “the Bid er”) has undertaken, in pursuance of contract no. dated. to provide Implementation services for <> to Purchaser (hereinafter called “the Purchaser”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, a banking company incorporated and having its head /registered office at <Address of the Registered Office> and having one of its office at <Address of the local Office> have agreed to give the Purchaser such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs. (Rupees only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. (Rupees only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability

under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <>)

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs. (Rupees only).

This bank guarantee shall be valid up to )

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date

