

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-05-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-05-2026 21:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Commercial Tax Department Uttar Pradesh
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Lucknow
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - ADVANCE TAX ANALYTICS; ADVANCE TAX ANALYTICS; Yes; Onsite
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	15000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	100000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

COMMISSIONER
Lucknow, Commercial Tax Department Uttar Pradesh, N/A,
(Commissioner Commercial Tax,up)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:[1776420884.pdf](#)

Profile of Consultants:[1776420889.pdf](#)

Payment Terms:[1776420894.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
TECHNICAL QUALIFICATION PARAMETER	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:COMMISSIONER COMMERCIAL TAX
VIBHUTI KHAND GOMTI NAGAR
LUCKNOW

**Hiring Of Consultants - Milestone/Deliverable Based - ADVANCE TAX ANALYTICS;
ADVANCE TAX ANALYTICS; Yes; Onsite (1)**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	ADVANCE TAX ANALYTICS
Consultant's Profile	ADVANCE TAX ANALYTICS
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Onsite
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ajeet Kumar Maurya	226010,4, Vibhuti Khand Gomti Nagar	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

COMMISSIONER COMMERCIAL TAX,UP
payable at
LUCKNOW

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

COMMISSIONER COMMERCIAL TAX,UP

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

COMMISSIONER COMMERCIAL TAX,UP
payable at
LUCKNOW

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

In case of any discrepancy between the GeM bid and the ATC, the Additional Terms and Conditions (ATC) shall prevail, and the bid evaluation will be conducted in accordance with the ATC

11. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

12. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

13. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

**Request for Proposal (RFP) For
Advanced Tax Analytics Unit for
State Taxes Department, Uttar Pradesh**



State Taxes Department
Government of Uttar Pradesh

The Commissioner,

State Taxes Department

Head Office,

Vibhuti Khand, Gomti Nagar, Lucknow-226010

Disclaimer

This Request for Proposal document for Advanced Tax Analytics Unit (ATAU) (hereinafter referred to as the “RFP”) contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as “Applicant/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigation and analysis, and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. State Taxes Department, Government of Uttar Pradesh (hereinafter referred to as “Client” or the “Authority”) or any of its employees shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason therefor.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons therefor. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Contents

- 1. Data Sheet..... 5**
- 2. General Information 7**
- 3. Terms of Reference..... 8**
 - 3.1 Objective of Advanced Tax Analytics Unit (ATAU)..... 8
 - 3.2 Current Scenario of Analytics Capabilities in the Department..... 8
 - 3.3 Scope of work..... 8
 - 3.4 Advanced Tax Analytics Unit Team 11
 - 3.5 Resource Qualification and man-month requirement 11
- 4. Special Conditions of Contract 12**
 - 4.1 Timelines, Deliverables, Payment, and Penal Terms..... 12
- 4.2 Support from the State Taxes Department..... 14**
- 4.3 Obligations of the Consultant..... 15**
 - 4.4 Arbitration..... 16
- 5. Eligibility and Evaluation Criteria 17**
 - 5.1 Eligibility Criteria 17**
 - 5.2 Technical Evaluation Criteria..... 18**
- 6. Instructions to The Applicants..... 21**
 - 6.1 Financial Evaluation 21
 - 6.2 Instructions for Online Bid Submission..... 22
 - 6.3 General instruction to Applicants 23
 - 6.4 Cost to bid..... 23
 - 6.5 Amendment of RFP..... 24
 - 6.6 Language of Bids 24
 - 6.7 Procedure for Submission of Bids 24
 - 6.8 Bid Prices 24

6.9 Firm Prices.....	24
6.10 Applicant Qualification	25
6.11 Earnest Money Deposit (EMD).....	25
6.12 Performance Bank Guarantee.....	25
6.13 Period of validity of Bids.....	26
6.14 Format and Signing of Bid.....	26
6.15 Revelation of Prices.....	27
6.16 Terms and Conditions of Applicants.....	27
6.17 Consortium & Sub-Contracting	27
6.18 Last date for receipt of Bids.....	27
6.19 Modification and withdrawal of Bids.....	27
6.20 Contacting the Buyer.....	27
6.21 Buyer's right to vary scope of Contract	27
6.22 Buyer's right to accept any Bid and to reject any or all Bids	27
6.23 Notification of award	28
6.24 Award of contract.....	28
6.25 Tender related condition	28
6.26 Rejection criteria.....	28
6.27 Fraud and Corrupt Practices.....	29
6.28 General terms and conditions on GeM4.0 (Version 1.5).....	30
7. Technical Proposal – Standard Forms	29
8. Financial Proposal – Standard Forms	53

1. Data Sheet

1.	Name of Work	Advanced Tax Analytics Unit
2.	Type of Tender	Open E-Tender on Government e-Marketplace (GeM)
3.	Type of Contract	Non-Consultancy Contract (Manpower)
4.	Consortium to be allowed	No
5.	Sub-contracting is allowed	No
6.	Mode of Selection	Quality & Cost Based Selection (QCBS)
7.	Last Date of Receipt of Pre-Bid Query	XXXXXX
8.	Date of Pre-Bid Meeting	XXXXXXXX
9.	Response to Pre- Bid queries	XXXXXX
10.	Address of Pre-Bid Meeting	State Taxes Department - Head office, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226 010
11.	Last Date and Time of Submission of Proposal (Proposal Due Date)	XXXXXX (Changes, if any, to the <i>Proposal Due Date</i> shall be uploaded in the form of <i>Corrigendum on GeM Portal</i>)
12.	Opening of Technical Proposal	XXXXXXXX (Changes, if any, to the <i>Proposal opening Date and Time</i> shall be uploaded in the form of <i>Corrigendum on GeM Portal</i>)
13.	Date of Opening of Financial Proposals	XXXXXX(Tentative)

14.	Proposal Language	English
15.	Proposal Currency	INR
16.	Duration of Services	Advanced Tax Analytics Unit will be for a period of twenty-four (24) months with a maximum extension of 12 (twelve) months.
17.	Earnest Money Deposit (EMD)	Refundable amount of INR 2,00,000/- (through RTGS / Bank Guarantee).
18.	Account details for EMD	Account Name: State Taxes Department Account No: xxxxxxxxxx IFSC Code: yyyyyyyyyy Bank Name: aaaaaaaaaa, Branch: zzzzzzzzzz, Lucknow, U.P.
19.	Validity of Proposal	180 days from the date of submission
20.	Evaluation of Proposals and Scoring Criteria	Refer Section (5) of the RFP
21.	Terms of Contractual Payment	Payment will be made as detailed out in the payment milestones section
22.	Name of the Designated Officer of the Authority for addressing queries and clarifications	Commissioner, State Taxes Department, Head Office, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226 010

2. General Information

State Taxes Department (STD) is a key revenue earning departments for the Government of Uttar Pradesh. Goods and Services Tax forms around 60% of the State's Own Tax Revenue (SOTR). In order to achieve the revenue targets, the Department has been constantly making efforts towards augmentation of revenue through effective working of all the units of the Department.

Revenue augmentation and effective tax administration being the prime focus of the State, various initiatives in the areas such as tax analytics, tax research, enforcement, audits, etc. have been taken up by the Department. The Department has set up a fully functional Tax Research Unit which works in analysing taxation in the State and nationwide. GST Prime, BIFA, BOWEB, etc. are few of the analytical support tools available with the Department.

The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

Last Date of Receipt of Pre-Bid Query	
Date of Pre-Bid Meeting	
Response to Pre- Bid queries	
Last Date and Time of Submission of Proposal (Proposal Due Date)	
Opening of Technical Proposals	
Date of Opening of Financial Proposals	

Contact Details of Concerned Official of the Authority:

Commissioner of State Taxes Department,
State Taxes Department, Government of Uttar Pradesh
Head Office, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226 010

3. Terms of Reference

3.1 Objective of Advanced Tax Analytics Unit (ATAU)

The Department of State Taxes has undertaken the initiative to enhance and develop tax analytical capability in the Department. In alignment with the same, the Department intends to hire a consultant (firm), for setting up an Advanced Tax Analytics Unit in the State Taxes Department.

The broad objective of this RFP is to onboard a team of consultants to strengthen the tax analytical capability of the Department by leveraging the tech-enabled system; assist in enhancing the tax analytical capacity to facilitate the Department in detecting tax evasions; and, increasing tax compliance for revenue augmentation in the State.

In alignment with the objectives mentioned above, the Department intends to hire a consultant (firm) who could help meet these objectives by executing the scope of work detailed below:

3.2 Current Scenario of Analytics Capabilities in the Department

The Department has developed data lakes basis the information received through the GSTN and few other sources. These data lakes are then used to perform further analysis by the departmental officers.

It has onboarded a team of 110+ IT personnels to support with various analytical requirements of the department. Functional experts of the department provide functional inputs to the IT wing for further processing. Post preparation of the reports, the results/outcomes are shared with the respective users.

The Department uses various reports and analytical functions available on GST Prime (as available to all the States across India). Apart from GST Prime, BIFA reports, reports from BOWEB, etc. are used for further analysis.

An artificial intelligence based notice system is indigenously developed by Department with the support from IIIT, Hyderabad, which analyses various red flags of a taxpayer (return mismatches, etc.) and consolidates the same in the format/template of the notice. This significantly reduces the time of drafting notices, enhances accuracy of the notices without the error of missing any of such red flags identified.

In order to fully understand the breadth and depth of the Department's current capabilities in analytics, the consultant can visit the website at www.comtax.up.nic.in.

3.3 Scope of work

Set up of an Advanced Tax Analytics Unit

The Department aims to augment its revenue by strengthening the tax analytics capabilities. This unit will leverage data analytics to detect fraudulent practices, improve compliance, and optimize revenue collection within the GST system and VAT system.

The key responsibilities of the consultant would entail the following:

Phase 1: Establishment of Advanced Tax Analytics Unit

- The advanced tax analytics unit will be a separate unit working in co-ordination with the existing IT support and functional teams of the Department.
- The Consultant will deploy the personnel which were proposed in the Proposal and evaluated at the bidding stage. Further, it will ensure that these personnel continue to work till the contract period. The performance of the team will be reviewed periodically by the Department and corrective measures will be proposed by the Department. In the event, the proposed resource is unavailable for deployment, the Consultant shall ensure a replacement resource of equal or better credentials is deployed after approval from the Department.
- In order to operationalize the unit, the consultant shall design a roadmap to integrate the proposed advanced analytics unit in the existing structure of the Department.
- The Consultant shall understand the key areas in need of data-driven analytics and chalk-out a plan to develop/ deploy use-cases to fulfil this need. For this purpose, the Consultant will organize workshops with senior officers of the Headquarters & Field Offices and IT Cell.
- The Consultant should define the specific roles and responsibilities of each proposed resource within the advanced tax analytics unit.
- Establishment shall be part of the **Phase 1** of the Project and shall be completed with one month from the project commencement date.

Phase 2:

- The deployed resources shall develop and implement analytics use-cases in a structured manner including problem definition, data preparation, modelling, validation, and deployment.
- The team shall conduct periodic analysis (weekly/monthly) including:
 - Taxpayer behaviour analysis
 - Revenue trend analysis
 - Risk-based profiling
- The team shall assist in creation of 360-degree taxpayer profiles using available datasets.
- Outputs generated shall be in the form of actionable reports, dashboards, and datasets for departmental use.
- The team shall conduct knowledge sharing sessions every six months for departmental officers on analytics tools, methodologies, and use-cases.
- Monthly presentations shall be made to the Department highlighting key insights and findings.
- **Development of Use-cases:** The Consultant is expected to bring some pre-built use-cases supporting the advanced analytics as also prepare use-cases on emerging scenarios in fraud cases, develop analytics models to detect complex patterns and high- risk scenarios for GST fraud, like circular trade, linear trade etc.
- **The consultant will analyse various GST related areas:**
 - Analysis of revenue from various goods, services
 - HSN based commodity classification and analysis of data.
 - Commodity supply chain analysis for each commodity group to identify the degree of value addition in each stage and arrive at a more supply chain centric view.
 - Perform Risk Analysis of taxpayers based on taxpayers profiling.

- Perform verification of ineligible ITC claims, Circular or Linear Trade Analysis, etc.
- Analyze available digitized information from external sources like newspaper reports, exhibitions, internet websites, Customs, Income Tax, DRI, DGFT, Transport Department, Mining Department, Government Institutions deducting TDS under the GST Law (E.g., Public Works Department), State Taxes Departments of other States, etc.
- Other reports based on tax-related data as requested by the Department from time to time.
- Relevant reports and analytics related to VAT will also be developed/carried out by the Consultant as given for GST related areas above.
- **Monitoring and Trend Analysis:** The consultant should assist in following periodic (Weekly, Fortnightly, Monthly, or as required) analysis based on certain parameter/s (as decided by Department) to facilitate preventive measures and enforcement by the Department –
 - Deposit trend analysis (from current a/c, utilization of credit etc.).
 - Taxpayers’ analysis like new registration, registration surrendered, Nil return filers, composite dealers etc.
 - Registration data analysis (including amendments) & dealer profiling
 - Commodity analysis (impact of tax exemption, withdrawal of tax exemption, change in rate etc.)
 - Inter-state data analysis etc.
 - The consultant should assist in data analysis to categorize GST taxpayers across multiple dimensions (registration, returns, refunds, payments, e-way bills, etc.)
- **Taxpayer profiling:** The consultant should assist in creating 360-degree taxpayer profile based on available data for analysis of risk prone dealers, common patterns, etc.
- **Knowledge Dissemination:**
 - The consultant will provide debrief in Lucknow after every six months to the identified officials (2 batches of 25 officials in each batch) on knowledge of data analytics on following areas –
 - Overview of type of analytics and its application in tax function.
 - Understanding key trend of analytics in tax function.
 - Understanding data integration: integrating data from different agencies for a holistic view.
 - Training on handling sensitive taxpayer information securely and ensuring compliance with data protection regulations.
 - Basics of data preparation and analytical modelling
 - Understanding data mining and warehousing
 - Advanced statistical methods (predictive analysis, regression analysis, clustering, etc.) for data analysis and to anticipate potentially fraudulent activities and segment taxpayers for targeted interventions.
 - The ATAU will also make presentation during the monthly review meeting of the Department on key outcomes for information of the Department and officers.
 - To provide continuous knowledge transfer to the two officers deputed by the Department in the Unit on tools used, use-cases, design, etc.
- **System driven data analysis:** Consultant will run the use cases over system/tools like SQL, Python, etc.
- **Dissemination of reports:** reports/results of the analysis shall be then shared with the respective users for further action.

3.4 Advanced Tax Analytics Unit Team

The Consultant shall propose a team with the following full-time resources:

Task/ Positions	Total Full-time Resource/s
Indirect Tax Policy Expert cum Team Leader	1
GST Domain Expert	1
Senior Data Analyst	2
Total	4

3.5 Resource Qualification and man-month requirement

#	Role	Person Months*	Key Responsibilities	Qualification and Experience
1	Indirect Tax Policy Expert cum Team Leader	1 x 24	<ul style="list-style-type: none"> - Monitor outputs - Track deliverables - Coordinate with client and team 	<ul style="list-style-type: none"> • Minimum Qualification – CA/CMA; LLB will be preferred • Minimum ten (10) years of experience in indirect tax advisory/consulting services • Minimum five (5) years’ experience in GST consulting with Public and/or Private sector • Experience of working on GST analytics support project for State/Central Government will be preferred.
2	GST Domain Expert	1 x 24	<ul style="list-style-type: none"> - GST analytics, - ITC logic, - audit insight, - impact analysis 	<ul style="list-style-type: none"> • Minimum Qualification – CA/CMA; LLB will be preferred • Minimum 06 years of relevant experience in indirect taxation and data analytics projects • Should have good knowledge of GST Act and Rules • Experience of working on GST analytics support project for State/Central Government and/or working with Commercial Taxes Department of any State in reform consulting will be preferred • Experience in faceless direct/indirect tax assessments, designing scrutiny parameters, GST audit risk parameters will be preferred • Experience in development of analytics use-cases, data modelling, and working with large datasets • Exposure to GSTN systems, e-way bill systems, or similar tax platforms will be preferred
3	<ul style="list-style-type: none"> • Senior Data Analyst 	2 x 24	<ul style="list-style-type: none"> • B.E./B.Tech/ MBA/MCS (or equivalent)/MCA/ 	<ul style="list-style-type: none"> • At least 3 years of experience in data analysis • Must hold relevant certifications in the

#	Role	Person Months*	Key Responsibilities	Qualification and Experience
			relevant master's degree with minimum 3 years of relevant experience	<p>analytics domain from any reputed institution.</p> <ul style="list-style-type: none"> • Should have the following skillsets • Strong mathematical skills to help collect, measure, organize and analyze data • Should have experience in analytical tools like, SAS, Power BI or another open-source tool Knowledge of programming languages such as SQL, Python, R, etc. • Technical Proficiency regarding database design, development, data models, data mining, etc

Note:-

- All the resources are required to be deployed in State Taxes Department, Uttar Pradesh head office in Lucknow.

4. Special Conditions of Contract

4.1 Timelines, Deliverables, Payment, and Penal Terms

4.1.1 Timelines of Engagement

- (i) The overall period of the engagement of the Consultant shall be two years (24 months) from the date of signing the contract.
- (ii) The engagement period may be extended up to one year (12 months) based on satisfactory performance, requirement and on mutually agreeable terms

4.1.2 Deliverables

- (i) **DL 1** - Inception report on establishment of the advanced tax analytics unit in the Department, shall be submitted within one month of commencement of the project.

- (ii) **DL 2 – Monthly Progress Report (MPR)**

The Consultant shall submit Monthly Progress Reports including:

- Analytics performed during the month
- Use-cases developed/executed
- Key insights and findings
- Reports/dashboards generated and shared
- Resource-wise timesheets and attendance

The MPR shall be submitted by the 10th of the following month.

- (ii) The Consultant shall submit Monthly Progress Reports including:
 - (iii) • Analytics performed during the month
 - (iv) • Use-cases developed/executed
 - (v) • Key insights and findings
 - (vi) • Reports/dashboards generated and shared
 - (vii) • Resource-wise timesheets and attendance
 - (viii) The MPR shall be submitted by the 10th of the following month.
- (iii) **DL 3** – Handover at the end of the Contract - all assets, programs, use-cases, reports, data, knowledge transfer, etc. developed during the period of the Contract.

4.1.3 Payment Terms

Payment shall be made on a monthly basis upon submission of Monthly Progress Reports (MPR) and invoice.

The MPR shall include:

- Summary of work performed
- Use-cases developed/executed
- Key findings and outputs

Payment shall be released within 30 days of submission of complete invoice documents.

The final payment (last month or retention amount) shall be released upon completion of all deliverables and handover of outputs.

4.1.4 Penal Terms

- (i) **Non-Deployment of Proposed Resources:** The Consultant shall deploy all the resources proposed in its proposal within 30 days (maximum 45 days) after signing of the contract. In the event, the proposed resource is unavailable for deployment, the Consultant shall ensure a replacement resource of equal or better credentials be deployed after approval from the Department. For the delay in providing the resource, the Department shall impose a penalty following penalty (as percentage of the resource person month cost on a pro-rata basis):

Position	From the date of signing of contract (calendar days)		
	16 to 60 days	61 – 90 days	Beyond 90 days
Team Leader and GST DOMAIN EXPERT Consultant	10%	20%	Contract Termination
Senior Data Analyst	5%	10%	

- (ii) **Change of Deployment Resources:** The Consultant shall inform the Department at least two-months in advance for replacing a deployed resource. The Consultant shall share the profile(s) of proposed new resource(s) to the Department and only upon approval shall replace a deployed resource with a new resource. The penalty for delay in providing the resource will be as given above in the Table.
- (iii) **Leave of Absence:** The Consultant shall ensure the resource(s) plan their leave of absence in consultation with the Department Nodal Officer. The Department shall deduct on pro-rata basis from the person-month cost of the resource(s) for leave of unauthorized absence beyond 18 days in a calendar year.

4.2 Support from the State Taxes Department

During the engagement period, the Consultant shall work in close co-ordination with the Department and its officers. The Department shall provide (or cause others to provide) the following support to the Consultant(s):

- i. The Department will provide desktop and other devices in the Office for performing their jobs. The Department may not permit bringing of laptops and other devices for security and confidentiality of the assignment.
- ii. Digital tools/collaboration platforms/software licenses as per requirement and availability of budget with the Department
- iii. Regular review and approval of all the documents submitted by the Consultant to the Department.
- iv. Co-ordination support from respective government agencies and other stakeholders, as required.
- v. Information, resources, and assistance (including access to records, systems, and people) required to perform its services.
- vi. The Department will depute two officers in the Unit for coordination and understanding the

- work carried out in the Unit.
- vii. Cost for organizing workshop, purchase of any assets, software or hardware will be borne by the Department. However, the Consultant shall take prior approval of the Department before undertaking any expenses.
 - viii. Providing furnished office space for the team of 4 members in Lucknow as per deployment of resources with basic office amenities like furniture, AC, printers, etc.

4.3 Obligations of the Consultant

4.3.1 Standard of Performance

The Consultant shall deliver the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

4.3.2 Confidentiality

Except with the prior written consent of the Client, the Consultant and its Personnel and resources shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel and resources make public the recommendations formulated in the course of, or as a result of, the Services.

Documents prepared and data generated by the Consultant as a result of the performance of their duties under the consultancy shall be the property of the Client and their misuse by the consultant/ its resources in any manner shall be punishable under law.

Further, resources deployed will not take copy of the reports/data/software programs outside the office premises. They will not share any reports/data/software programs over electronic media or hard copy to unauthorized persons/institutions.

4.3.3 Intellectual Property Rights

The ownership and rights on intellectual property assets created during the assignment will be with the State Taxes Department, Uttar Pradesh.

4.3.4 Digital Personal Data Protection Act and Cyber Security Audit compliance

All deliverables shall comply with applicable data protection and cyber security guidelines as per Government of India norms.

The Consultant shall ensure confidentiality and security of all taxpayer data and shall adhere to relevant IT and data protection policies.

4.3.5 Accounting

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4.4 Arbitration

All disputes, differences or controversies arising between the parties out of or in connection with this Contract shall be adjudicated through Arbitration. The parties further agree that the arbitration will be conducted through institutional arbitration and in accordance with the Arbitration Rules of the Centre of Excellence for Mediation and Arbitration, Lucknow (CEMA). The Tribunal shall consist of Sole Arbitrator. The seat of Arbitration shall be Lucknow.

5. Eligibility and Evaluation Criteria

5.1 Eligibility Criteria

The Applicants should meet all criteria provided below to be eligible for technical evaluation of their proposals.

S.No.	Criteria	Documentary Proof
(1)	Legal Constitution The Applicant should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.	Copy of registration certificate issued by Registrar of Companies / Firms.
(2)	Experience in Indirect Taxation The Bidder should have experience in at least two (02) indirect taxation projects for any State/ PSU/ Central Government Institution) during the last 10 years as on bid submission date.	Appendix D and D1/ Copy of Agreement / Contract / Client Experience Letter & Declaration as part of Cover Letter (Appendix B)
(3)	Experience in providing Consultancy Services Bidder should have experience in advisory/ consulting services on indirect/direct taxes including GST/VAT/ CST/Excise/Finance/Service Tax/Income Tax. The services should have been provided during GST regime	Appendix E and E1/ Copy of Agreement / Contract / Client Experience Letter & Declaration as part of Cover Letter (Appendix B)
(4)	Financial Strength The Applicant must have a minimum annual turnover of INR 25 crore during each of the last three (3) years ending on 31st March 2024 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years.	Chartered Accountant certificate as per Appendix F.
(5)	Personnel Strength The Applicant should have a permanent staff of at least 200 personnel.	Declaration as part of Cover Letter (Appendix B)
(6)	Resource Deployment The Applicant should be able to depute its personnel in Lucknow to frequently interact with State Taxes Department (and other stakeholders) to ensure quick turnaround support.	Declaration as part of Cover Letter (Appendix B)
(7)	Earnest Money Deposit (EMD) The Bid document fee and EMD as specified in the Data Sheet must be submitted.	Proof of EMD Payment Copy of Bank Guarantee Copy of RTGS Payment Copy of Demand Draft

5.2 Technical Evaluation Criteria

The Applicant shall be selected under the Quality cum Cost Based System (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP. The Technical Evaluation shall be based on following parameters:

A. Technical and Financial capability evaluation

#	Criteria	Max Marks
1.	<p>Financial Capability Annual Average Turnover for the last three (3) years:</p> <p><i>Nine (9) marks for turnover >INR 25 crore and <=INR 100 crore</i> <i>Eleven (11) marks for turnover >INR 100 crore and <=INR 150 crore</i> <i>Thirteen (13) marks for turnover >INR 150 crore and <=INR 200 crore</i> <i>Fifteen (15) marks for turnover >INR 200 crore</i> [Audited financial statements to be submitted]</p>	15
2.	<p>Experience in Providing Consultancy Services with Central/State government organization/agency in the area of Advisory/consulting services on indirect/direct taxes including GST/VAT/CST/Excise/ Finance/Service Tax/Income Tax – successfully completed / in progress as on date of bid submission</p> <p><i>Four (4) marks per experience.</i></p>	20
3.	<p>Experience of setting of Project Management Units for the Central/ State Government organisations/institutions</p> <p>Two (2) marks per experience</p>	5
4.	<p>Experience in analytics/data-driven projects, including development of use-cases and dashboards –</p> <p>2.5 marks per project (maximum 10 marks)</p>	15
5.	<p>CVs of the Resources proposed</p> <p><i>Refer the detailed Table : ‘Resource Evaluation’</i></p>	20
Total Technical Score		75

Note

- i. Minimum score of 50 marks out of 75 marks is required in the above Technical & Financial Capability of technical evaluation process. Only those bidders having minimum score of 50 in the Technical & Financial Capability would be eligible for making a presentation to the State Taxes Department.
- ii. All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts accompanied with Completion Certificates, clearly indicating the value of the (project) experiences.
- iii. One (project) experience cannot be claimed against more than one criterion given above. In case an Applicant submits the same project under two categories, the submission only against the first category will be considered.
- iv. The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

Resource Evaluation

#	Resource Evaluation	Max Marks
1.	<p>Indirect Tax Policy Expert</p> <p>CA/CMA with at least 10 years of experience in the area of Indirect taxation –</p> <p>- Experience in Tax Analytics Projects (Maximum: 5 Marks)</p> <ul style="list-style-type: none"> • Experience of 1 relevant project: 1 Marks <ul style="list-style-type: none"> ○ Additional one mark for incremental experience max upto 3 marks <p>Experience of Working with Government / Commercial Taxes Department (Maximum: 2 Marks)</p> <ul style="list-style-type: none"> • Experience of 1 project with Government / Commercial Taxes Department: 1 Marks • Experience of more than 1 projects with Government / Commercial Taxes Department: 2 Marks <p>Relevant Certifications / Software Tool Experience (Maximum: 1)</p>	8
2.	<p>GST DOMAIN Expert</p> <p>CA/CMA with at least 6 years of experience in Indirect taxation matters – (Minimum)</p> <p>- For every year of additional experience (1 Mark, maximum 2 Marks)</p> <p>Experience in tax analytics projects</p> <ul style="list-style-type: none"> - 1 – 2 projects (1 Mark) - more than two projects (2 Marks) <p>Certification of relevant IT tools like SQL, Python, etc. (1 Mark)</p> <p>Experience of working with Government / Commercial Taxes Department (1 mark)</p> <p>-</p>	6
3.	<p>Data Analyst (Marking scheme for one position)</p> <p>B.E./B.Tech./MBA/MCS(or equivalent)/MCA/relevant master's degree with minimum 3 years of experience in data analytics project – (Minimum)</p> <p>Certifications in the domain of data analytics (1 Mark)</p> <p>Experience in the projects of tax analytics</p> <ul style="list-style-type: none"> - 2 projects or more (1 Mark) <p>Experience of working with Government/Commercial Taxes Department 2 projects or more (1 Mark)</p>	6

B. Presentation to State Taxes Department

#	Criteria	Max Marks
	Criteria	
1	Understanding of Scope of Work and Approach	5
2	Demonstration of Pre-built Analytics Use-Cases (Functional Understanding)	10
3	Technical Approach for Development and Deployment of Use-Cases	5
4	Approach for Communication, Reporting, and Knowledge Dissemination	5

Note:

- i. Minimum score of 70 marks is required in the technical evaluation process (Technical & Financial Capability + Presentation to State Taxes Department). Only those bids having minimum score of 70 in the Technical Bid would be eligible for opening of Financial bids.

6. Instructions to The Applicants

6.1 Financial Evaluation

- 1.1 The Applicant must achieve a minimum of 70% in the Technical Evaluation for it to be eligible for opening of Financial Proposal.
- 1.2 The weightage given to Technical Evaluation for bid evaluation is 70%. The weightage given to Financial Proposal for bid evaluations is 30%.
- 1.3 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as $Sf = 100 \times Fm / F$ in which Sf is the financial score, Fm is the lowest price offer and F is the price offer of the proposal under consideration.
- 1.4 Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=0.70 and P=0.30) $S = St \times T + Sf \times P$.
- 1.5 The Applicant securing the highest combined technical and financial score will be awarded the contract/project.
- 1.6 Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Department with respect to evaluation/selection criteria. Documentary evidence will be signed contracts/agreements, or work-orders (or award letters or letters of intent) and completion certificates.

6.2 Instructions for Online Bid Submission

- 1.1 Instructions to the Applicants to submit the bids online through the GeM Portal.
- 1.2 Enrolment/registration of the Applicants on the GeM Portal is a prerequisite for e-tendering.
- 1.3 Applicants need to log in to the GeM Portal through their user ID/ password chosen during enrolment/ registration.
- 1.4 Applicant may go through the tenders published on the GeM Portal and download the required tender documents/ Appendixes for the tenders they are interested in.
- 1.5 After downloading/ getting the tender document/ Appendices, the Applicant should go through them carefully and then submit them as asked; otherwise, the bid will be rejected.
- 1.6 If there are any clarifications, this may be obtained online through the tender site or the contact details. Applicant should take into account the corrigendum/ Addendum published before submitting the bids on GeM Portal.
- 1.7 It is understood that the Applicant has read all the terms and conditions before submitting their offer. Applicant should go through the tender Appendix and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 1.8 Applicant, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Appendix. In addition, the Applicant should consider the corrigendum/ Addendum published from time to time before submitting the online bids.
- 1.9 Applicant should submit the EMD as specified in the tender. In case of Bank Guarantee being provided as EMD, the original should be posted/ couriered/ given in person to the Department within 5 (five) days from bid opening date.
- 1.10 The Applicant has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 1.11 GeM / Buyer shall not have any liability to Applicants for any interruption or delay in access to the GeM site / Reverse Auction link etc., irrespective of the cause.
- 1.12 For any queries regarding the e-tendering process, the Applicants are requested to contact GeM.

6.3 General instruction to Applicants

- 1.1 The Applicant must carefully read all the terms, conditions, and specifications before filling up the tender schedule and financial bid. The Applicant shall be bound by all terms, conditions, and specifications detailed in this tender document. The Applicants who are confident of executing the contract in time by employing the required resources, manpower, and materials need only participate in this tender.
- 1.2 Regarding the matters pertaining to this contract, Applicant shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union, or organization. All disputes, differences, clarifications, etc., arising out of this contract will be represented by Applicant himself or by his legal representative.
- 1.3 The Applicant shall be bound by all terms, conditions, and specifications as detailed in this tender document
- 1.4 It may be noted that the tender notice is only for fixing a contract and shall not be construed as an invitation to bid for providing the job, i.e., there is no guarantee for the award of work without assigning any reason whatsoever may be.
- 1.5 Any Applicant participating in this tender should make sure that he will be able to carry out the work in the contract.
- 1.6 It is implied that the Applicant has obtained all necessary information directly or indirectly affecting the contract, such as a legal stipulation, possible delays, and hindrance or interference in executing the contract, and has satisfied them before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should consider all factors.
- 1.7 The Applicant acknowledges that he assumes all risks contingent upon the nature of the contract to be encountered by him in executing the contract, even though such actual conditions may result in the Applicant performing more or less work than that originally anticipated.
- 1.8 The Applicant shall be deemed to have carefully examined all the documents that are part of the RFP. It is further understood and agreed that the Applicant has carefully examined and satisfied him with the terms and conditions of the tender document.
- 1.9 The quantities indicated in the tender may increase or decrease.
- 1.10 The tender shall contain the name, address of residence, and place of Applicant's business and shall be signed by the Applicant with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorized representative signs, "Power of Attorney" duly attested by a public.
- 1.11 notary must be submitted. In the case of the partnership firm, a Self-Attested true copy of the partnership deed must be submitted along with the tender. Similarly, the Self Attested copy of the Memorandum of Article & Association must be submitted along with the tender in the company's case.
- 1.12 Interest shall NOT be payable on the Earnest Money Deposit.

6.4 Cost to bid

- 1.1 The Applicant shall bear all costs associated with submitting its bid, including the cost of purposes of clarification of the bid if so desired by the Buyer. The Buyer shall in no case be responsible for those costs, regardless of the conduct or outcome of the Tendering process.

6.5 Amendment of RFP

- 1.1 At any time prior to the last date for receipt of bids, the Buyer may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Applicant, modify the RFP by an amendment. The amendment shall be notified on the GeM portal and should be considered by the prospective agencies while preparing their bids.
- 1.2 To provide prospective Applicants reasonable time in which to take the amendment into account in preparing their bids, the Buyer may, at its discretion, extend the last date for the receipt of bids,
- 1.3 Buyer may at any time during the tendering process request the Applicant to submit revised Technical/ Financial Bids and/ or Supplementary financial bids without thereby incurring any liability to the affected Applicant or Applicants.

6.6 Language of Bids

- 1.1 The Bids prepared by the Applicant and all correspondence and documents relating to the bids exchanged by the Applicant and the Buyer shall be written in the English language.

6.7 Procedure for Submission of Bids

- 1.1 The bid prepared by the Applicant shall be submitted online on GeM Portal only.

Note: Price should not be indicated/ mentioned in Technical Bid but should only be mentioned in the Financial Bid.

- 1.2 The Applicant shall submit only one (1) bid in response to the RFP. If the Applicant submits more than one bid, it shall be subject to disqualification of the Applicant and shall also cause the rejection of all the bids which such Applicant has submitted.

6.8 Bid Prices

- 1.1 The Applicant shall indicate the total cost for the services rendered, inclusive of applicable GST, in the format provided in Appendix M.
- 1.2 In the absence of information requested in the above Clause, a bid may be considered incomplete and be summarily rejected.
- 1.3 The Applicant shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of work is intended to give the Applicant an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Buyer. The Applicant shall carry out all the tasks in accordance with the requirement of the RFP, and it shall be the Applicant's responsibility to meet all the requirements of the RFP fully.

6.9 Firm Prices

- 1.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the Buyer reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (Rs.) only.

6.10 Applicant Qualification

- 1.1 The "Applicant" as used in the RFP shall mean the one who has signed the Tender Form. The Applicant may be either the Principal Officer or his duly Authorized Representative, in either case, him/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby shall be furnished and signed by the authorized representative/ the principal officer.
- 1.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether they sign as the Constituted Attorney of the firm or a company.
- 1.3 The authorization shall be indicated by a written Power-of-Attorney accompanying the bid.
- 1.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Applicant shall be annexed to the bid.
- 1.5 Any change in the Principal Officer or his duly Authorized Representative shall be intimated to Buyer in advance.

6.11 Earnest Money Deposit (EMD)

- 1.1 As part of this bid, the Applicant shall furnish an Earnest Money Deposit (EMD) of the amount mentioned in the Bid.
- 1.2 The EMD must be submitted in the form of a RTGS or Bank Guarantee issued by any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of the Beneficiary.
- 1.3 Applicants who intend to submit the EMD as Bank Guarantee should ensure the BG is in favour of the Department. The BG should be valid for a period of 45 days beyond the bid validity date.
- 1.4 Applicant shall upload a scanned copy of the proof of EMD in the online bid. In case the EMD is being submitted through a Bank Guarantee, the hard copy of the Bank Guarantee will have to be submitted directly to the Buyer within 5 (five) days of bid opening.
- 1.5 The EMD is required to protect the Buyer against the risk of Applicant's conduct which would warrant the security's forfeiture pursuant to Scope of Work.
- 1.6 Unsuccessful Applicant's EMD shall be discharged/ returned within 15 days after the award of contract to the successful Applicant or expiry of bid validity, whichever is earlier. Earnest money of successful Applicant shall be returned within 15 days after receipt of Performance Security.
- 1.7 The Buyer shall pay no interest on the EMD.
- 1.8 The EMD may be forfeited:
 - if the Applicant withdraws or modifies or derogates its bid during the period of bid validity specified by the Applicant in the Bid.
 - if it comes to notice that the information/documents furnished in its bid are false, misleading or forged; or
 - in the case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with Award of Contract; or to furnish Bank Guarantee for contract performance.

6.12 Performance Bank Guarantee

- 1.1 Performance Bank Guarantee of the amount equivalent to 3% (three percent) of the contract value has to be made in the form of Refundable & Irrevocable Bank Guarantee

- from any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of the Beneficiary payable at Lucknow before signing of the Contract.
- 1.2 The Performance Security should be valid for the entire Project Terms (24 months) + Defect Liability Period (12 months) + 02 Months i.e., 38 months from the date of signing of contract. It shall be a single deposit in the form of a Bank Guarantee.
 - 1.3 In the event of extension of the Contract beyond 24 months, the Firm will submit the Performance Bank Guarantee of the amount equivalent to 3% (three percent) of the extended period contract value. The Performance Bank Guarantee has to be made in the form of Refundable & Irrevocable Bank Guarantee from any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of the Beneficiary payable at Lucknow before signing of the Contract. After submission and verification of the extended period Performance Bank Guarantee, the initial period PBG will be returned to the Firm.
 - 1.4 For the extended period of 12 months, the Performance Security should be valid for the extended Project Term (12 months) + Defect Liability Period (12 months) + 02 Months i.e., 26 months from the date of extension of the contract. It shall be a single deposit in the form of a Bank Guarantee.
 - 1.5 In the event of termination, Buyer may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Buyer under law.
 - 1.6 Such Performance Bank Guarantee, in the prescribed format, from a scheduled commercial bank must be submitted by Applicant to the Buyer within 15 days of award of contract on GeM.
 - 1.7 The payments to the Applicant shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness.
 - 1.8 If the Applicant fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Applicant.
 - 1.9 If the Applicant duly performs and completes the contract in all respects, the Buyer shall refund the Performance Security to the Applicant within 30 days of completing all contractual obligations by the Applicant.
 - 1.10 Failure of the successful Applicant to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

6.13 Period of validity of Bids

- 1.1 Bids shall remain valid for a period of 180 days from the bid end date. A bid valid for a shorter period may be rejected by the Buyer as non-responsive.
- 1.2 In exceptional circumstances, the Buyer may request the Applicant(s) to extend the period of validity. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under the above Clause may also be extended if required.

6.14 Format and Signing of Bid

- 1.1 The documents of the bid submitted online shall be clear and readable. The documents shall be signed by the Applicant, or a person or persons duly authorized to bind the Applicant to the Contract. All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person(s) signing the bid.

- 1.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.
- 1.3 The bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Applicant, in which case such corrections shall be initialed by the person(s) signing the bid.

6.15 Revelation of Prices

- 1.1 Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

6.16 Terms and Conditions of Applicants

- 1.1 Any terms and conditions of the Applicants shall not be considered as forming part of their Bids.

6.17 Consortium & Sub-Contracting

- 1.1 The consortium & any form of sub-contracting is not allowed.

6.18 Last date for receipt of Bids

- 1.1 Bids shall be submitted by the Applicant no later than the time and date specified in GeM Portal.
- 1.2 Bids shall be submitted online in GeM Portal.
- 1.3 The Buyer may, at its discretion, extend the last date for the receipt of bids by amending the RFP, in which case all rights and obligations of the Buyer and Applicants previously subject to the last date shall thereafter be subject to the last date as extended.

6.19 Modification and withdrawal of Bids

- 1.1 No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Applicants shall not be considered.
- 1.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Applicant in the Bid. Withdrawal of a bid during this interval may result in the Applicant's forfeiture of its EMD and be declared a "defaulting Applicant." In such a situation, the tendering process shall be continued with the remaining Applicants as per their ranking.
- 1.3 If the Applicant relents after being declared a selected Applicant, it shall be reported as defaulting Applicant, and EMD of such defaulting Applicant shall be forfeited, and the Buyer reserves the right to blacklist/ debarred Applicant for the next 03 years from participating in any such tender. In such a situation, the tendering process shall be continued with the remaining Applicants as per their ranking.

6.20 Contacting the Buyer

- 1.1 No Applicant shall contact the Buyer on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- 1.2 Any effort by an Applicant to influence the Buyer's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Applicant's bid.

6.21 Buyer's right to vary scope of Contract

- 1.1 The Buyer may at any time, by a written order given to the Applicant, make changes to the scope of the Contract as specified.

6.22 Buyer's right to accept any Bid and to reject any or all Bids

- 1.1 The Buyer reserves the right to accept any or all bid and to annul the Tender process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Applicant or Applicants or any obligation to inform the affected Applicant

or Applicants of the grounds for the Buyer's action.

6.23 Notification of award

- 1.1 Prior to the expiry of the period of bid validity, pursuant to Clause 6.13 - Period of Validity of Bid, the Buyer shall notify the successful Applicant in writing by registered letter/ courier/ Email to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.2 The notification of award shall constitute the formation of the Contract.
- 1.3 Upon the successful Applicant's furnishing of Performance Bank Guarantee for Contract Performance, the Buyer may notify each unsuccessful Applicant and shall discharge their EMD.

6.24 Award of contract

- 1.1 There shall be only one successful Applicant.
- 1.2 At the same time as the Buyer notifies the successful Applicant that its bid has been accepted, the Buyer shall send the Applicant the Proforma for Contract as per the format given in Appendix K of this tender, incorporating all agreements between the parties.
- 1.3 Within 15 days of receipt of the Contract, the successful Applicant shall sign and date the Contract and return it to the Buyer.
- 1.4 Applicant has to agree to honor all RFP conditions and adherence to all aspects of fair-trade practices in executing the work orders placed by the Buyer.
- 1.5 In the case of Applicant whose bids are accepted, Applicant shall be required to give Performance Bank Guarantee as mentioned in Clause 6.12 – Performance Bank Guarantee.
- 1.6 Buyer may, at any time, terminate the contract by giving written notice to the Applicant without any compensation, if the Applicant becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to Buyer.
- 1.7 If at any point during the contract, if the Applicant fails to deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination, and Exit Management clause shall be invoked.

6.25 Tender related condition

- 1.1 The Applicant should conform to the unconditional acceptance of full responsibility of completing the job and executing the 'Scope of Services' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Applicant shall also be the sole point of contact for all purposes of the Contract.
- 1.2 The Applicant should not be involved in any litigation that may affect or compromise the delivery of services as required under this contract. If at any stage of Tendering process or during the Contract, any suppression/ falsification of such information is brought to the knowledge of the Buyer, the Buyer shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Applicant.

6.26 Rejection criteria

- 1.1 Besides other conditions and terms highlighted in the RFP, bids may be rejected under the following circumstances:

(a) Pre-qualification Rejection Criteria

- Bids submitted without or improper EMD.
- Pre-qualification Bid containing financial details.
- Bids received through Telex/ Telegraphic/ Fax/ E-Mail except, wherever required, shall not be considered for evaluation.
- Bids that do not conform unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Applicant is found to be incorrect/ misleading at any stage/ time during the tendering Process
- Any effort on the part of an Applicant to influence the Buyer's bid evaluation, bid comparison, or contract award decisions.
- Bids submitted by the Applicant after the last date and time of bid submission of bids prescribed by the Buyer.
- Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Applicant.

(b) Technical Rejection Criteria

- Technical Bid containing financial details
- The revelation of Prices in any form or by any reason before opening the Financial Bid
- Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- Applicants not quoting for the complete Scope of Services as indicated in the RFP, addendum (if any), and any subsequent information given to the Applicants
- Applicants not complying with the services, functionality, specifications, and other terms and Conditions as stated in the RFP
- The Applicant not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Services and General Conditions of Contract as provided in Appendix K of the RFP
- Applicant not scoring minimum marks as mentioned in RFP
- If the bid does not conform to the timelines indicated in the bid.

(c) Financial Rejection Criteria

- The total price quoted by the Applicant does not include all statutory taxes and levies applicable
- If there is an arithmetic discrepancy in the financial bid calculations, the Buyer shall rectify the same. If the Applicant does not accept the correction of the errors, its bid may be rejected.
- If Applicant quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered.

6.27 Fraud and Corrupt Practices

- 1.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the WO/ Contract/ Agreement and during the subsistence of the Agreement. Notwithstanding

anything to the contrary contained herein, or in the WO or the Agreement, the Buyer may reject a Bid, withdraw the WO, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant, as the case may be, if it determines that the Applicant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Buyer shall be entitled to forfeit and appropriate the EMD / Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Buyer under the Bidding Documents and/ or the Agreement, or otherwise.

- 1.2 All the Users in GeM, i.e., Applicant as well as Buyer, agree not to indulge in any corrupt practices, including without limitation any activity or action to influence the transaction on any aspect of contract and commit to taking all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere to the Integrity Pact guidelines provided on GeM Portal.
- 1.3 The Applicant would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products, and services on the portal and would be required to produce proof of such information if requested at any point in time by the Buyer and / or GeM.
- 1.4 The Applicant should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- 1.5 By registering on GeM and by participating in any bid on GeM, Applicant undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017.

6.28 General terms and conditions on GeM4.0 (Version 1.5)

This Bid is governed by General terms and conditions on GeM4.0 (Version 1.5). The Applicant Shall comply with all the terms and conditions which are applicable.

7. Technical Proposal – Standard Forms

Appendix – A: Proposal Checklist

Checklist for documents to be included in the Technical Proposal

S.No.	Documents to be submitted (as per details given in relevant sections of the RFP)	Submitted (Yes/No)	Documentary proof (Page No.)
1	Appendix – B: Cover Letter of Proposal (on Applicant’s Letter Head)		
2	Copy of EMD document in case EMD is submitted through Bank Guarantee/EMD details		
3	Power of attorney /Board resolution to the authorized Signatory of the Bid		
4	Evidence of Legal Constitution – Certificates of Incorporation and Registration		
5	Appendix – C: Bidder information		
6	Appendix - D & D1: Experience in Indirect Taxation		
7	Appendix – E & E1: Experience in providing Consultancy Services		
8	Appendix E2 & E3: Experience of setting of Project Management Units		
9	Appendix E4 & E5: Experience of assignments related to business analytics		
10	Appendix – F: Financial strength (on Chartered Accountant’s Letter Head)		
11	Part of Appendix – B: Statement on Personnel strength (Declaration as part of Cover Letter of Proposal)		
12	Part of Appendix – B: Statement on Resource deployment (Declaration as part of Cover Letter of Proposal)		
13	Appendix – G: Team composition - Details of Personnel proposed for deployment		
14	Appendix – H: CVs for Personnel proposed for deployed		
15	Appendix – I: Format of Bank Guarantee for Performance Security		
16	Appendix – J: Format of Bank Guarantee for Earnest Money Deposit		
17	Appendix – K: Advanced Tax Analytics Unit Consultancy Services Agreement		

Note: Please add rows in different formats, if required.

Appendix - B: Cover Letter of Proposal

(To be submitted on Applicant's Letter Head)

Date:

To,

The Commissioner,
State Taxes Department,
Govt. of Uttar Pradesh,
Head Office,
Vibhuti Khand, Gomti Nagar,
Lucknow, Uttar Pradesh – 226 010

Ref: RFP No. -

Sub: Submission of Proposal for RFP of Advanced Tax Analytics Unit (ATAU) for State Taxes Department, Govt. of Uttar Pradesh

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide the professional services as required and outlined in the RFP for Advanced Tax Analytics Unit (ATAU) for State Taxes Department, Govt. of Uttar Pradesh.

We attach hereto our responses to Technical & Financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Government of Uttar Pradesh is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

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

We agree to the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in the RFP.

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

We certify the following as stipulated in the RFP:

- a) We have a human resource strength of (specify number of employees) as regular employees on our payroll as on the date of bid submission

- b) We will be able to depute our personnel as specified in the Team Composition in Lucknow to frequently interact with State Taxes Department (and other stakeholders) within the stipulated period.

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

Dated this __Day__ of 2025

(Signature)

(In the capacity of)

Name

Email id

Mobile no.

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Witness Signature:

Appendix – C: Bidder information

Name of the bidder (firm)	
Constitution of the firm	
Date of incorporation/ commencement of business	
Address of the registered office with city, state and pin code	
Address of the business headquarter with city, state and pin code	
Major business activities (list 5)	
Website of the firm	
GST registration no. with date of allotment	
PAN no. with date of allotment	

Key personnel details

	CEO/MD/Partner/Proprietor	Contact person for this bid
Name		
Designation		
Landline no., if any		
Mobile no(s).		
Email id		
Office address with city, State and pin code		

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix - D: Experience in working for Indirect Taxation in last ten years in India worth Rs. 50 lakhs or above

Client name, City & website address	Project/ Assignment title	Nodal officer - name, designation, email, mobile no.	Period (From - To)	Key activities performed	Contract value (in INR Lakhs)	Current status (Complete/ In progress, stalled, cancelled)	Copy of evidence attached (Yes/No)

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix – D1: Project details for each of the Project mentioned in Appendix D for Indirect Taxation

Client details	
Name of the organisation	
Registered office address	
Website	
Nodal officer of client	
Name of the officer	
Office Address	
Designation	
Email id	
Mobile no.	

Project/Assignment details	
Title	
Description	
Scope of services provided by your firm	
Key deliverables	
Name of consortium firms, if any	
Number of key experts involved	
Number of non key experts involved	
Value of the contract	
Period of the assignment (From – To)	
Contract value	
Status (Completed/in progress/Stalled)	
Copy of work order/contract/completion certificate attached (specify)	

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix - E: Experience in providing Consultancy Services (in Area - advisory/consulting services on indirect/direct taxes including GST/VAT/CST/Excise/Finance/Service Tax/ Income Tax) during GST regime worth Rs. 50 lakhs or above

Client name, City & website address	Project/ Assignment title	Nodal officer – name, designation, email, mobile no.	Period (From – To)	Key activities performed	Area	Contract value (in INR Lakhs)	Current status (Complete/ In progress, stalled, cancelled)

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix – E1: Project details for each of the Project mentioned in Appendix E above

Client details	
Name of the organisation	
Registered office address	
Website	
Nodal officer of client	
Name of the officer	
Office Address	
Designation	
Email id	
Mobile no.	

Project/Assignment details	
Title	
Area of assignment [#] (specify)	
Description	
Scope of services provided by your firm	
Key deliverables	
Name of consortium firms, if any	
Number of key experts involved	
Number of non key experts involved	
Value of the contract	
Period of the assignment (From – To)	
Contract value	
Status (Completed/in progress/Stalled)	
Copy of work order/contract/completion certificate attached (specify)	

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

[#]Advisory/consulting services on indirect/direct taxes including GST/VAT/CST/Excise/Finance/Service Tax/ Income Tax

Appendix E2: Experience of setting of Project Management Units for the Central/ State Government organisations/ institutions

Client name, City & website address	Project/ Assignment title	Nodal officer – name, designation, email, mobile no.	Period (From – To)	Key activities performed	Contract value (in INR Lakhs)	Current status (Complete/ In progress, stalled, cancelled)

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix – E3: Project details for each of the Project mentioned in Appendix E2 above

Client details	
Name of the organisation	
Registered office address	
Website	
Nodal officer of client	
Name of the officer	
Office Address	
Designation	
Email id	
Mobile no.	

Project/Assignment details	
Title	
Description	
Scope of services provided by your firm	
Key deliverables	
Name of consortium firms, if any	
Number of key experts involved	
Number of non key experts involved	
Value of the contract	
Period of the assignment (From – To)	
Contract value	
Status (Completed/in progress/Stalled)	
Copy of work order/contract/completion certificate attached (specify)	

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix E4: Experience of assignments related to business analytics for Central/ State Government organisations/ institutions

Client name, City & website address	Project/ Assignment title	Nodal officer – name, designation, email, mobile no.	Period (From – To)	Key activities performed	Contract value (in INR Lakhs)	Current status (Complete/ In progress, stalled, cancelled)

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix – E5: Project details for each of the Project mentioned in Appendix E4 above

Client details	
Name of the organisation	
Registered office address	
Website	
Nodal officer of client	
Name of the officer	
Office Address	
Designation	
Email id	
Mobile no.	

Project/Assignment details	
Title	
Description	
Scope of services provided by your firm	
Key deliverables	
Name of consortium firms, if any	
Number of key experts involved	
Number of non key experts involved	
Value of the contract	
Period of the assignment (From – To)	
Contract value	
Status (Completed/in progress/Stalled)	
Copy of work order/contract/completion certificate attached (specify)	

Dated this __Day__ of 2025

(Signature)
(In the capacity of)
(Name)
Email id
Mobile no.

Appendix - F: Annual Turnover of Bidder for last three financial years
(To be submitted on the letter head of the Statutory Auditor/Chartered Accountant)

Date:

To,

The Commissioner,
State Taxes Department,
Govt. of Uttar Pradesh,
Head Office,
Vibhuti Khand, Gomti Nagar,
Lucknow, Uttar Pradesh – 226 010

Ref: RFP No. -

Sub: Submission of Proposal for RFP of Advanced Tax Analytics Unit (ATAU) for State Taxes Department, Govt. of Uttar Pradesh

Dear Sir/Madam,

This is with reference to the above.

The Annual turnover of the company (specify Name of the bidder and address) for last three financial years is as following:

Revenue in last three financial years (in INR crores):

Financial year	Total Revenue	Advisory - Revenue
2023-2024		
2022-2023		
2021-2022		

The annual average turnover of the bidder in last three financial years is INR (specify figure) crores.

Yours faithfully,

(Signature and seal of the Statutory Auditor/Chartered Accountant)

Name:

Date:

Address:

Email id:

Mobile no.:

Appendix - G: Team composition (personnel proposed to be deployed on this assignment)

Designation of the Expert	Name of the Expert	Relevant Professional qualification	Relevant working experience (in years)		
			Govt.	GST/VAT/Commercial Tax	Data Analytics
Indirect Tax Policy Expert					
GST DOMAIN EXPERT					
SENIOR Data Analyst 1					
SENIOR Data Analyst 2					

(Detailed CV for each expert is to be submitted in the prescribed format)

Evaluation of CVs shall consider:

- Relevant experience in tax analytics
- Experience in Government projects
- Technical skillset and certifications

Dated this __Day__ of 2025

(Signature)

(In the capacity of)

(Name)

Email id

Mobile no.

Appendix - H: Format of CV for each of the expert proposed for the assignment
Curriculum Vitae (CV) of Expert proposed for the Project

1. Proposed position
2. Name of Expert
3. Email ID
4. Mobile No.
5. Date of birth
6. Nationality
7. Professional qualification

Degree/Certificate	University/Board/ Institution	Period (From - To)	Main subject/s

8. Employment record (Starting with present position, in reverse chronological order of employment)

Period (From - To)	Name & address of employer	Position/s held	Key responsibility

9. Experience of working in Indirect taxation/tax analytics/data analytics/Others in Govt./ Commercial Tax Department

Project/ Assignment Title	Project employer/ Authority	Period (From - To)	Nature of the assignment (indirect taxation/ tax analytics/ Data analytics/ Others)	Key activities performed	Status (Completed /in progress/ Closed)

10. Experience of working in data analytics in institutions other than the Govt. (Industries, Public, Private sector)

Project/ Assignment Title	Project employer/ Authority	Period (From - To)	Salient features of the Project	Key activities performed	Status
					Completed /in progress/ Closed

Expert

Authorised signatory

Signature
Name of the Expert
Date

Signature
Name
Date

Appendix - I: Format for Performance Bank Guarantee

Performance Guarantee

Ref:

Bank Guarantee No:

Date:

To,
The Commissioner,
State Taxes Department,
Govt. of Uttar Pradesh,
Head Office,
Vibhuti Khand, Gomti Nagar,
Lucknow, Uttar Pradesh – 226 010

Against contract vide Advance Acceptance of the Tender No. _____ Dated
__/__/____ covering “RFP for Advanced Tax Analytics Unit (ATAU) for State Taxes
Department, Govt. of Uttar Pradesh” (hereinafter called “the Bid”), (hereinafter called the said
'contract') entered into between Commissioner, State Taxes Department, Government of Uttar
Pradesh, (hereinafter called the Purchaser) and M/s. , a Company incorporated under the
Companies Act, 1956 and having its Registered Office at
.....(hereinafter called the Bidder) this is to certify that at the request
of the Bidder we (name of the Bank / Branch) a body
corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings]
Act, 1970 and having its, Registered Office
at..... and a branch office at
..... are holding in trust in favour of the
Purchaser, an amount of Rs..... (Rupees
..... only) to indemnify and keep indemnified
the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by
reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or
in the performance thereof. We agree that the decision of the Purchaser, whether by any breach
of any of the terms and conditions of the said contract and/or in the performance thereof has been
committed by the Bidder and the amount of loss or damage that has been caused or suffered by
the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be
paid by us forthwith on demand and without demur to the Purchaser.

We (Name of the Bank /Branch) further agree that the guarantee herein contained shall remain in
full force and effect during the period that would be taken for satisfactory performance and
fulfilment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date
and that if any claim accrues or arises against us (Name of the Bank /Branch) by virtue of this
guarantee before the said date, the same shall be enforceable against us(Name of
the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the
said date, provided that notice of any such claim has been given to us(Name of the

Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We (Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, (Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees in words only).

The Bank Guarantee shall be valid up to ; and;

We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

Authorized Signatory of the Bank
Signature
Full name/designation/ Address of the official and date

WITNESS NO. 1
Signature
Full name/designation/ Address and date

WITNESS NO. 2
Signature

Full name/designation/ Address and date

Appendix - J: Format for Bank Guarantee of Earnest Money Deposit (EMD)

Date:

To,
The Commissioner,
State Taxes Department,
Govt. of Uttar Pradesh,
Head Office,
Vibhuti Khand, Gomti Nagar,
Lucknow, Uttar Pradesh – 226 010

Whereas (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <RFP Number> dated <date> for <Name of the assignment> (hereinafter called "the Bid") to the Commissioner, State Taxes Department, Govt. of Uttar Pradesh.

Know all Men by these presents that we < name of the bank> having our office at <address> (hereinafter called "the Bank") are bound to the Commissioner, State Taxes Department, Govt. of Uttar Pradesh (hereinafter called "the Purchaser") in the sum of Rs. <amount in figures> (Rupees _____ <amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>.

The conditions of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid.
- Withdraws his participation from the bid during the period of validity of bid document; or
- Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

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

This guarantee will remain in force up to <insert date> and including <extra time over and above mandated in the RFP> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN: Our liability under this Bank Guarantee shall not exceed Rs. <Amount in figures> (Rupees <Amount in words> only).

This Bank Guarantee shall be valid up to <insert date>.

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 <insert date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

MASTER SERVICE AGREEMENT

This AGREEMENT is entered into on **dd/mm/yyyy** (“Effective Date”),

by and between

State Taxes Department, a Department of UP Government, having its Head office at 4, Vibhuti Khand Gomti Nager Lucknow, U.P. PIN Code 226010 which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), hereinafter referred to as “Department”, as the **FIRST PARTY**;

and

<insert Company name>, a Company incorporated under the laws of Indian Companies Act, 1956, having its registered office at <insert name & address of company>, (which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), hereinafter referred to as “**Service Provider**”, as the **SECOND PARTY**;

WHEREAS

- 1) Service Provider is an **<insert nature of business>** services company and in the course of its business accepts tasks specified by the Clients.
- 2) Department is engaged in UP Government State Taxes Department.
- 3) Department and Service Provider have held discussions, whereby Department has expressed its desire to engage the services of Service Provider to provide Advanced Tax Analytics Unit (ATAU) Service and related consulting services. Service Provider has agreed to render and provide the professional services to Department, subject to and on the terms and conditions set forth in this Agreement and the applicable SOW’s Annexure A and B.

Department and the Service Provider shall hereinafter be individually referred to as “Party” and jointly as “Parties” in this Agreement.

In consideration of the premises, the parties agree as follows:

1) Services-

- a) Service Provider shall provide to the Department the services that are more particularly described on **Annexure – A (SOW)** and Service provider will provide Resource for Project execution as per **Annexure- B (Resource requirement)** or future Statements of Work signed by the parties which shall be consecutively numbered and incorporated herein by reference (the “Services”).
- b) The Service Provider shall deploy within time Dedicated Persons to the sites as stated and agreed in the applicable SOW’s. Dedicated Person means each member of Service Provider personnel specified in the applicable SOW.

- c) Any suggestions that the Service Provider has made to improve the Terms of References, staffing details, activities, to be undertaken by the consultants, reporting etc., as also the inputs required from the Department to ensure satisfactory implementation of the assignment will be discussed with selected agency and finalized.
- d) This will form the basis for Monitoring of execution of the project and any delay/slippage from the schedule will be reviewed by both parties in review meetings from time to time and remedial measures decided to complete the project as per the schedule.

2) Hours of Work

The deployed personnel would work as required and agreed under the SOW Annexure A. The maximum hours of work would be 45 hours in a week including lunch hours. Leaves, Weekly off and Holidays will be maintained by Service provider's resources as per Department rules.

3) Fees and Expenses

- a) The fees and rates set forth on the applicable SOW shall apply to all Services performed by Service Provider.
- b) The Department shall ensure prompt payment of the services fees by remitting the same to Service Provider as per the payment terms mentioned in the applicable SOW. In the event if the Department fails to make payments timely as per the terms of the SOW, the same shall be constituted as material breach. The Service Provider shall at its option be entitled to stop the services provided under this Agreement and/or the applicable SOW and withdraw the Dedicated Personnel with immediate effect.

4) Invoicing and payment terms

- a) Service Provider shall raise Invoices on Department and submit at Head office on Monthly basis.
- b) All payments should be in the name of <insert name of the bank account> payable at <insert Bank & Branch>

5) Responsibilities of the Department

- a) At the time of raising the SOW, the Department shall provide to the Service Provider in detail, the exact description of the nature of services and criteria so that the Service Provider can deploy its personnel accordingly.
- b) The Department shall provide Service Provider with all the information, business processes know-how, procedures, and necessary documentation concerning department operations, which may be reasonably required by the Dedicated Personnel to provide Professional Services. Department is responsible for ensuring that such

information is accurate and complete.

- c) Department shall notify Service Provider of its usual staff and security practices to enable Service Provider and its Dedicated Personnel to comply with the same.

6) Responsibilities of Service Provider

- a) Service Provider shall deploy personnel as mentioned in “Annexure B”
- b) An Officer nominated by the Department will properly verify the qualification and experience document of each personnel prior to deputing them on site as defined in SOW.
- c) The Service Provider will ensure Online/automated/ biometric attendance system for the attendance of manpower deputed at Department. The backend system will be provided by department.
- d) The Service Provider will disburse salary in bank accounts. and will also ensure Annual Performance for deputed personnel at department.
- e) Any personnel, who is unable to adequately perform the required Professional Services hereunder, shall be replaced by Service Provider within 30 days of receipt of written notice/ email from the department of its desire to have such Personnel replaced.
- f) In case any deployed personnel leave the project, then it should be replaced within 30 days, over and above period, service provider shall not bill of particular personnel for that particular month on pro rata basis.
- g) Service Provider shall use reasonable efforts to do all things necessary or desirable to give full effect to this Agreement.
- h) Service provider will ensure salary disbursement to all their deployed resources on monthly basis.

7) Terms and conditions for contract to pay wages to wages to deployed manpower:

- i) Department will verify the monthly attendance details of deployed personnel provided by Service provider.
- ii) On the basis of bill, Service provider shall pay the wages, ESI and EPF to each employee as applicable.
- iii) After transferring the monthly wages, EPF and ESI to his deployed personnel, Service provider shall submit the bill to the Department with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed personnel and pay statement shall be submitted to the Department every month.
- v) The normal time to make the payment by the Department is 30 days from the date of receipt of the bill.

- vi) Service provider shall be capable to pay the wages as per tender document timely by 7th of every month from its own resources.
- vii) Service provider shall be capable to pay monthly wages from its own resources in case of delay in payment by Department due to unavoidable circumstances.
- viii) The deployed personnel may be the employee / contractual employee of the Service provider but they cannot be employee of Department.
- ix) The Service provider shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi) Requisite manpower shall be provided within 15 days from the acceptance of the contract.

8) Change Order Procedures

In the event that Department desires to change the scope of the Services provided pursuant to a SOW, Department shall request a written estimate from Service Provider ("Change Request"). Service Provider will prepare and deliver to Department a written estimate ("Change Request Estimate") detailing the impact the change will have on the timeline for the delivery of such work, and providing an estimate of the additional Fees and Expenses that will be incurred in connection with same. If Department agrees to proceed on the basis of the estimate, the parties shall enter into a written amendment to the applicable SOW.

9) Termination for Default

The Department may, without prejudice to any other remedy for breach of agreement, by 30 days written notice of default sent to the Service Provider, terminate the agreement in whole or in part if:

- a. The Service Provider fails to deliver any or all of the obligations within the time period(s) specified in the Agreement, or any extension thereof granted by the Department, or
- b. The Service Provider fails to perform any other obligation(s) under the agreement.

10) Termination for Insolvency

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

11) Term & Termination

- a) This Agreement shall be effective on the Effective Date <insert date> and shall continue for a period of 24 months, which can be renewed for a further period of 12 months as per

mutual agreement basis.

- b) Either Party shall have the right to terminate this Agreement at any time in the event of a material breach by the other Party of its obligation under this Agreement. Such termination will become effective one month after giving such notice, unless the other Party shall have corrected the breach prior thereto.
- c) The right to terminate this entire Agreement, shall not preclude, restrict or prejudice any other rights and remedies that may be available to either Party under law or in equity or under this Agreement.
- d) Subject to the terms contained herein the Service Provider shall be entitled to receive payments for the satisfactory services rendered by Service Provider till the date of termination of this Agreement or the relevant SOW.
- e) All deployment of personnel will report to Department offices and will follow all security norms defined by Department but security responsibility of Department property will be owned by Department. However, in case of any security incident takes place, Service Provider will fully cooperate in its investigation process.

12) Independent Service provider Relationship

The relationship between the parties is that of independent Service provider, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship. The Service Provider will not be entitled to any of the benefits which Department may make available to its employees. Neither party is authorized to make any representation, contract or commitment on behalf of the other party.

13) Illegality or Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

14) Anti-Bribery and Corruption

Both the parties and its personnel shall at all times comply with applicable anti-bribery laws or regulation of any relevant country as applicable and must at all times implement adequate procedures designed to prevent it from engaging in any activity which would constitute an offence under such laws.

15) Force Majeure

- a) The Department shall not be liable for termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For Purposes of this Clause, 'Force Majeure' means an event beyond the control of the Department and not involving the Department's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Service Provider either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a force Majeure situation arises, the either party shall promptly notify to the other in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the Service Provider shall continue to perform its obligations under the agreement as far as is reasonably practical, and shall seek all prevented by the Force Majeure event.

16) Waiver

Either party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights.

17) Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

18) Governing Law and Jurisdiction

This Agreement shall be governed by, and interpreted under, the laws of India and jurisdiction limited to Courts at Lucknow, UP India.

19) Dispute Resolution

Should any dispute arise between the Parties, the Parties will attempt to resolve the dispute in good faith by senior level management negotiations. If such negotiations do not result in a resolution of the dispute within 60 days or within a mutually agreed time frame, the Parties shall refer such dispute to arbitration. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator in the case of dispute will be Principal Secretary, State Taxes Department, Uttar Pradesh.

20) Confidentiality

- a) Service Provider shall ensure that all records data, files and other input material relating to Department are confidential and shall take reasonable steps to protect the confidentiality and to prevent the loss or alteration of Department's files, records and data retained by Service Provider.

- b) It is the sole responsibility of Service Provider to ensure that the information they transmit and receive from the Department's database complies with cyber law and all other applicable laws and regulations.

- c) It shall be sole responsibility of the Service Provider
 - a) To ensure protection against any kind of security breach by the member of Service Provider personnel specified in the applicable SOW and deployed to the sites agreed and stated in SOW,
 - b) To maintain details of point of access login details, working hours of personnel deployed to the sites agreed and stated in SOW, and
 - c) To submit personal, educational details and Experience details of all the members of service provider personnel specified in the applicable SOW and deployed to sites agreed and stated in SOW.
 - d) In case any member of Service Provider personnel specified in the applicable SOW and deployed to the sites agreed and stated in SOW is found involved in any kind of security breach or data leakage, the Department shall initiate proper legal action under applicable laws and regulations.

21) Notices

Any notice pursuant to this Agreement shall be given in writing and shall be deemed to have been properly given when personally delivered or mailed by certified or registered mail, postage pre-paid, addressed as follows:-

Service Provider Address

<insert name of the company> ,

<insert address of the company?>

Email-id <insert email id of the company officer>

Department Address

Commissioner, State Taxes Department

4, Vibuti Khand, Gomti Nagar, Lucknow Pin – 226010

Email –Id <insert email id>

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY AND YEAR WRITTEN SIGNED, SEALED AND DELIVERED BY

1.

2.

For <insert company name>

For **State Taxes Department UP
GOVT**

**Name:
Designation:**

**Name:
Designation:**

Annexure – A(SOW)

Scope of Work

Set up of an Advanced Tax Analytics Unit

The Department aims to augment its revenue by strengthening the tax analytics capabilities. This unit will leverage data analytics to detect fraudulent practices, improve compliance, and optimize revenue collection within the GST system and VAT system.

The key responsibilities of the consultant would entail the following:

Phase 1: Establishment of Advanced Tax Analytics Unit

- The advanced tax analytics unit will be a separate unit working in co-ordination with the existing IT support and functional teams of the Department.
- In order to operationalize the unit, the consultant shall design a roadmap to integrate the proposed advanced analytics unit in the existing structure of the Department.
- The Consultant shall understand the key areas in need of data-driven analytics and chalk-out a plan to develop/ deploy use-cases to fulfil this need.
- The Consultant should define the specific roles and responsibilities of each proposed resource within the advanced tax analytics unit.
- Establishment shall be part of the **Phase 1** of the Project and shall be completed with one month from the project commencement date.

Phase 2:

- **Development of Use-cases:** The Consultant is expected to bring some pre-built use-cases supporting the advanced analytics as also prepare use-cases on emerging scenarios in fraud cases, develop analytics models to detect complex patterns and high- risk scenarios for GST fraud, like circular trade, linear trade etc.
- **The consultant will analyse various GST related areas:**
 - Analysis of revenue from various goods, services
 - HSN based commodity classification and analysis of data.
 - Commodity supply chain analysis for each commodity group to identify the degree of value addition in each stage and arrive at a more supply chain centric view.
 - Perform Risk Analysis of taxpayers based on taxpayers profiling.
 - Perform verification of ineligible ITC claims, Circular or Linear Trade Analysis, etc.
 - Analyze available digitized information from external sources like newspaper reports, exhibitions, internet websites, Customs, Income Tax, DRI, DGFT, Transport Department, Mining Department, Government Institutions deducting TDS under the GST Law (E.g., Public Works Department), State Taxes Departments of other States, etc.
 - Other reports based on tax-related data as requested by the Department from time to time.

- Relevant reports and analytics related to VAT will also be developed/carried out by the Consultant as given for GST related areas above.
- **Monitoring and Trend Analysis:** The consultant should assist in following periodic (Weekly, Fortnightly, Monthly, or as required) analysis based on certain parameter/s (as decided by Department) to facilitate preventive measures and enforcement by the Department –
 - Deposit trend analysis (from current a/c, utilization of credit etc.).
 - Taxpayers’ analysis like new registration, registration surrendered, Nil return filers, composite dealers etc.
 - Registration data analysis (including amendments) & dealer profiling
 - Commodity analysis (impact of tax exemption, withdrawal of tax exemption, change in rate etc.)
 - Inter-state data analysis etc.
 - The consultant should assist in data analysis to categorize GST taxpayers across multiple dimensions (registration, returns, refunds, payments, e-way bills, etc.)
- **Taxpayer profiling:** The consultant should assist in creating 360-degree taxpayer profile based on available data for analysis of risk prone dealers, common patterns, etc.
- **Knowledge Dissemination:** The consultant will provide debrief in Lucknow to the identified officials (2 batches of 25 officials in each batch) on knowledge of data analytics on following areas –
 - Overview of type of analytics and its application in tax function.
 - Understanding key trend of analytics in tax function.
 - Understanding data integration: integrating data from different agencies for a holistic view.
 - Training on handling sensitive taxpayer information securely and ensuring compliance with data protection regulations.
 - Basics of data preparation and analytical modelling
 - Understanding data mining and warehousing
 - Advanced statistical methods (predictive analysis, regression analysis, clustering, etc.) for data analysis and to anticipate potentially fraudulent activities and segment taxpayers for targeted interventions.
- **System driven data analysis:** Consultant will run the use cases over system/tools like SQL, Python, etc.
- **Dissemination of reports:** reports/results of the analysis shall be then shared with the respective users for further action.

Annexure –B(Resource Requirement)

The Consultant shall propose a team with the following full-time resources:

Task/ Positions	Total Full-time Personnel
Indirect Tax Policy Expert	1
Functional Expert	1
Senior Data Analyst	2
Total	4

Resource Qualification and man-month requirement

Sr. no.	Role	No. of resource	Duration for each person (In months)	Educational Qualification and minimum experience	Experience/ Skillset
1	Indirect Tax Policy Expert	1	24	CA/ICWA with minimum 10 years (post qualification) of relevant experience	<ul style="list-style-type: none"> Should have experience in the area of Indirect Taxes for at least 10 years. Experience in managing data analytics/ projects is preferred. Experience of working with Government and working with GST/VAT would be an added advantage.
2	GST Domain Expert	2	24	<ul style="list-style-type: none"> Minimum Qualification – CA/CMA; LLB will be preferred Minimum five (5) years of experience in GST consulting with Public and/or Private sector 	<ul style="list-style-type: none"> Should have good knowledge of GST Act and Rules Experience of working on GST analytics support project for State/Central Government and/or working with Commercial Taxes Department of any State in reform consulting will be preferred Experience in faceless direct/indirect tax assessments, designing scrutiny parameters, GST audit risk parameters will be preferred
3	Senior Data Analyst	2	24	B.E./B.Tech/MBA/MCS (or equivalent)/MCA/ relevant master's degree with minimum 3 years of relevant experience	<ul style="list-style-type: none"> At least 3 years of experience in data analysis. Should have experience in data science techniques. Experience in building machine-learning models is

					<p>preferable.</p> <ul style="list-style-type: none">• Must hold relevant certifications in the analytics domain from any reputed institution.• Should have the following skillsets –<ul style="list-style-type: none">○ Strong mathematical skills to help collect, measure, organize and analyze data○ Knowledge of programming languages such as SQL, Python, R, Oracle, etc.○ Technical Proficiency regarding database design, development, data models, data mining, etc.○ Experience in handling reporting packages like Business Objects, programming (Javascript, XML or ETL frameworks, etc.)○ Proficiency in Statistics and statistical tools
--	--	--	--	--	--

8. Financial Proposal – Standard Forms

Appendix - L: Cover Letter of Financial Proposal

(To be submitted on Applicant's Letter Head)

Date:

To,

The Commissioner,

State Taxes Department,

Govt. of Uttar Pradesh,

Head Office,

Vibhuti Khand, Gomti Nagar,

Lucknow, Uttar Pradesh – 226 010

Ref: RFP No. -

Sub: Submission of Proposal for RFP of Advanced Tax Analytics Unit (ATAU) for State Taxes Department, Govt. of Uttar Pradesh – Financial Bid

Dear Sir/Madam,

We, the undersigned, offer to provide the services as mentioned in the scope of work of the RFP dated (date). Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any and as per the provisions set out in the RFP, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Dated this __Day__ of 2025

(Signature)

(In the capacity of)

Name

Email id

Mobile no.

Appendix M: Financial Bid Form

RFP of Advanced Tax Analytics Unit (ATAU) for State Taxes Department, Govt. of Uttar Pradesh

Bidders are advised to submit their financial bid in the format available/ provided online in GEM portal. Reference format is provided below:

S.No.	Designation of the Expert	Number of positions (A)	Person month rate (INR) (B)	GST (%) (C)	Person months + GST (INR) (D)	No. of months (E)	Total amount =A*D*E
1	Indirect Tax Policy Expert	1				24	
2	Functional Expert	1				24	
3	Data Analyst	2				24	
	Total Contract Value (INR)		In figures				
	In words (INR)						

Note:

- Bids quoting zero will be rejected.
- Prices should be quoted in Indian Rupee only and indicated both in figures and words.
- The amount mentioned in words will prevail.

Dated this __Day__ of 2025

(Signature)

(In the capacity of)

Name

Email id

Mobile no.