EXCISE AND TAXATION DEPARTMENT
GOVERNMENT OF HARYANA

Terms of Reference
for

Engaging Empaneled Company/Agency for providing Advisory Services as a part of the Tax Policy and Research Unit in the Department

(Ref: Department of IT, Electronics & Communications, Haryana vide letter no Admn /265/2SIT/17493 dated 15.06.2022)

(C. F. No. TPRU1/2022-23)

Issued by

EXCISE & TAXATION DEPARTMENT, HARYANA

Vanijya Bhawan, Plot No. 1-3

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1 INTRODUCTION

1.1 PROJECT BACKGROUND:

The Excise & Taxation Department in order to empower policy decision-makers, operations & the compliance team with actionable acumen and to equip the Department with data-based insights formed on the inputs available from various sources such as BIFA (GST Analysis and Intelligence Network), BO-Web Portal etc. intents to establish a Tax Policy and Research Unit (TPRU) in the Department.

The purpose of the proposal is to provide advisory services as a part of Tax Policy and Research Unit (TPRU) in the Department to encompass and help in shoring up the process of policy decisions, enrichment of knowledge and skill level, development of knowledge bank by regularly preparing and updating policy papers on all critical tax related matters. TPRU will also assist the Department in evolving an objective framework for monitoring and review of performance and to enhance the overall understanding and skill level of the Department. TPRU will also conduct risk analysis of taxpayers, sector wise revenue receipts, potential leaks and pilferages, ways and means for plugging evasions and generation of data-based intelligence. TPRU shall help the Department to detect tax evasion, suggest measures to increase tax compliance and advice on measures resulting in enhancement of State revenue.

2 TERMS & REFERENCE

Haryana Excise & Taxation Department (HETD) invites sealed tender offers (Technical and Financial Proposal) from empaneled companies for providing advisory services as a part of the Tax Policy and Research Unit (TPRU) in the Department. The important points to be noted by empaneled companies are as follows:

2.1 PRE- QUALIFICATION CRITERIA:

The companies/agencies empaneled for providing consultancy services to Govt. departments/Organizations by the Department of IT, Electronics & Communications, Haryana vide letter no Admn/265/2SIT/17493 dated 15.06.2022 are qualified for putting up proposal for this Terms of Reference.

2.2 PROPOSAL:

(1). Empaneled companies are advised to study the Terms of Reference carefully. Submission of proposal shall be done after careful study and examination of the Terms of Reference with full understanding of its implications. Failure to furnish all information required in the proposal documents or submission of a proposal not in accordance with the terms of reference in every respect may result in rejection of the proposal.

(2). The response to this Terms of Reference should be full and complete in all respects. Incomplete or partial proposals shall be rejected.

(3). All the communication to HETD including this Terms of Reference and the proposal shall be signed on each page by the authorized representative of the empaneled company. The letter of authorization shall be indicated by written power-of-attorney/Board Resolution accompanying the proposal.

(4). In case of any ambiguity, the original document available with HETD shall be treated as final document.

2.3 CONTRACT PERIOD:

The contract shall be valid for a period of one year starting from date of signing of the contract which may be further extended on mutual agreement and subject to satisfactory performance of the empaneled company during the contract period.

2.4 AMENDMENT TO TERMS OF REFERENCE:

At any time prior to the deadline for submission of proposals, HETD, for any reason, whether on its own initiative or with response to the clarification requested by a prospective empaneled company, may modify, change, incorporate or delete any condition in the Terms of Reference by amendment, which will be notified on the official website of the department i.e. www.haryanatax.gov.in and such amendment shall be binding on them. HETD may, at its discretion, extend the deadline for the submission of proposals which will be notified on the official website of the Department.

2.5 PROPOSAL'S COST:

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

2.6 SUBMISSION OF PROPOSAL:

(1). The empaneled companies are expected to submit their offers sealed in two parts namely "Technical Proposal" and "Financial Proposal" which shall include the following: -

a. Technical Proposal: Original - One Hard Copy along with soft copy in a CD.

b. Financial Proposal: Original - One Hard Copy

(2). The empaneled company shall prepare the Proposal clearly marking as "Envelope One" for "Technical Proposal" and "Envelope Two" for "Financial proposal". An electronic copy of qualification criteria and technical proposal should also be given on CD. Hard copy version shall be final for evaluation purposes.

(3). The Proposal shall be typed and signed by the empaneled company or a person or persons duly authorized by them.

(4). The proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the empaneled company, in such case, corrections shall be initialed and stamped by the person or persons signing the proposal in original.

2.7 PROPOSAL SUBMISSION AND CORRESPONDENCE:

Address for Proposal Submission and Correspondence:

The Excise and Taxation Commissioner,
Government of Haryana,
Vanijya Bhawan, Plot no. 1-3, Sector 5, Panchkula,
Haryana Phone: +91 172 2590990, 2590983
Fax: +91 172 2590935

e-mail: ho-tru.etd@hry.gov.in

Contact Person: Mr. Krishan Kumar, DETC, GST (Phone: +91 172 2590930)

Ms. Shaifali Atri, ETO, TRU (Phone: +91 172 2590930)

2.8KEY EVENTS & DATES:

Table-1

Event	**Date/Time**
Issue of Terms of Reference	**03.04.2023**
Submission of proposal	**17.04.2023 upto 4.00 PM** Conference Hall, 3rd Floor Vanijya Bhawan, Plot no. 1-3, Sector 5, Panchkula, Haryana Phone: +91 172 2590990, 2590983 Fax: +91 172 2590935 e-mail: ho-tru.etd@hry.gov.in
Opening of Technical proposal-	**18.04.2023 at 4.15 PM** Conference Hall, 3rd Floor Vanijya Bhawan, Plot no. 1-3, Sector 5, Panchkula, Haryana Phone: +91 172 2590990, 2590983 Fax: +91 172 2590935 e-mail: ho-tru.etd@hry.gov.in
Presentations by empaneled companies	**XX.0X.20XX** (Individual Time slots of the empaneled companies will be notified later)

Declaration of Name of empaneled company which is selected as T1	(Empaneled company will be informed the Date & Time later)
Opening of Financial proposal of selected empaneled company (T1)	(Selected Empaneled company will be informed the Date & Time later)
Place for Opening of Financial proposals	Conference Hall, 3rd Floor Vanijya Bhawan, Plot no. 1-3, Sector 5, Panchkula, Haryana Phone: +91 172 2590990, 2590983 Fax: +91 172 2590935 e-mail: ho-tru.etd@hry.gov.in
Commencement of contract	Within 7 days from date of award of work order
Signing of Contract	Within 45 days from the date of award of work order

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

Table-2

Item	Description
Proposal Validity Period	6 months from the date of submission of proposals by the empaneled companies
Period for furnishing Performance Bank Guarantee	As per performance bank guarantee clause given in Terms of Reference. i.e. within 10 days of receipt of Award of Contract
Performance Bank Guarantee value	As per performance bank guarantee clause given in Terms of Reference i.e 3%of the total contract value
Performance Bank Guarantee validity period	6 months beyond Contract period

2.9 TIMELY SUBMISSION:

(1). Empaneled companies are solely responsible for timely submission of the proposal physically at the location as mentioned above in "Key Events and Dates". Proposals received after the last date and time of submission will not be considered.

(2). The response to Terms of Reference/proposal submitted by the empaneled companies through courier/fax/email will not be considered. No further correspondence will be entertained in this matter.

2.10 OPENING OF PROPOSALS:

(1). Proposals will be opened in presence of empaneled company's representatives (if they are present, else it will be opened in presence of the other representatives, officials present).

(2). HETD will open all proposals as per schedule mentioned in "Key Events & Dates". If all documents mentioned in the proposal are not found, then the proposal will be summarily rejected.

(3). The empaneled company's representative willing to attend the opening of the proposals shall bring an authorization letter duly signed by authorized signatory and counter signed by the representative who is willing to attend the opening of proposals. The empaneled company's representative shall sign the attendance register during opening of proposals.

(4). The empaneled company's name, technical solutions given by them, proposal prices and presence or absence of requisite proposal security and such other details, as HETD at its discretion may consider appropriate, will be announced at the time of corresponding opening of proposals.

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

2.11 CONTACTING HETD:

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

3 INSTRUCTIONS TO EMPANELED COMPANIES:

3.1 PRELIMINARY EXAMINATION OF PROPOSALS:

HETD will examine the proposals to determine whether it is complete in all the respects, including checking of computational errors, furnishing of required sureties, properly signing of the documents, and generally the proposals are in order. A proposal determined as non-responsive will be rejected by HETD and may not subsequently be made responsive by the empaneled company by correcting of the non-conformity.

3.2 TECHNICAL PROPOSAL:

The **Technical** proposal (comprising of qualification criteria and technical proposal) shall be submitted in a separate sealed envelope stating as “Envelope – one” super scribing “Technical proposal for providing the advisory services as part of Tax Policy and Research Unit in the Department”. The technical proposal should be complete in all respects and contain all information asked for in this Terms of Reference. It is mandatory to submit all the details in the prescribed formats duly filled in, along with the proposal . The HETD, at its discretion, may not evaluate a technical proposal in case of non- submission or partial submission of technical details. The Technical proposal must be submitted by empaneled company in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. The technical proposal should comprise of following:

1. Section I – Technical Proposal covering letter (Annexure-I)
2. Section II - Empaneled Company/Agency organization profile (Annexure-II)
3. Section III - Documents for Pre-Qualification Criteria (Annexure-III)
4. Section IV – Empaneled Company/Agency project experiences.(Annexure-IV)
5. Section V– CVs of proposed resources.(Annexure-V)
6. Section VI - Description of the approach and methodology (Annexure-VI)
7. Section VII - Any other documents to be submitted as per evaluation criteria.(Annexure-VII)

3.3 FINANCIAL PROPOSAL:

(1). The empaneled company must quote the charges for the entire project as per the scope of work defined in this Terms of Reference. The charges, once offered, must remain fixed and will not attract any price variation for any reason during contractual period. A conditional proposal will be declared as non-responsive and shall be rejected.

(2). The charges quoted shall be based on man-month rates for each category resource, subject to upper limit defined in the letter issued by the Department of IT, Electronics & Communications, Haryana vide letter no Admn/265/2SIT/17493 dated 15.06.2022.

(3). The Charges quoted must contain the basic charge and shall be inclusive of all charges except GST, as applicable up to the completion of the contract period as per 'Financial proposal' template. GST shall be charged separately for the charges quoted. A proposal submitted with an adjustable price quotation will be deemed as non-responsive and shall be rejected.

(4). All taxes, as applicable from time to time, shall be borne by the Department.

(5). The Department may select the suitable manpower as per requirement of the project. Man-month rates per resource category so received from the selected empaneled company will be opened and negotiated by the Department before finalizing the contract, to ensure the quality of the individual recommended by the selected consultant.

(6). The Financial proposal shall be submitted in a separate envelope as "Envelope–two" super-scribing as "Financial proposal for providing the advisory services as a part of Tax Policy and Research Unit in the Department". The complete charges schedule should be submitted only in the 'Financial proposal' template provided in Annexure-VIII - FINFORM1 (Covering Letter) and FINFORM2. The charges must be quoted only in Indian Rupees.

3.4 CORRECTION OF ERRORS:

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

3.5 PRICE COMPOSITION:

The Charges quoted should be in Indian Rupees only. The Charges shall be on a fixed basis and should not be linked to foreign exchange. No out-of-pocket expenses shall be provided to the empaneled companies/agencies. Each Consultant shall be provided the facility of the Laptop/Computer, mobile internet connectivity and mobile phone by the concerned Company. The expenses on this account shall be borne by the said Company. However, expenses on tours for official purposes will be borne by the Department as per Govt. procedures equivalent to that post.

3.6 EVALUATION OF OFFERS:

Scrutiny of Proposals will be done as mentioned below:

Technical Proposal Evaluation:

(1). HETD will determine whether the technical details along with documents furnished and the services are quoted as per the requirements/schedules/annexures given in this Terms of Reference. The empaneled company with the highest technical score will be selected as T1. The technical evaluation will be done on basis of the Information provided by empaneled company against the detailed evaluation criteria as mentioned in table below.

(2). The empaneled companies are required to give a technical presentation on their offer. The HETD will not bear any extra cost in this regard.

Table-3

Sr. No.	Evaluation Criteria	Marking Scheme	Maximum marks	Document Required
1	**Project Experience**			
1.1	Advisory services for indirect taxes including GST/ VAT/CST/Service Tax/Central Excise with minimum project value	Up to 6 projects, 5 points for each project	30	Copy of LOI / LOA / WO / Agreement / Client certificate specifying the nature of work and project value (Annexure-IV)

	of Rs. 25 lakhs			
2	**Proposed Manpower**			
2.1	**Senior Consultant (GST Policy)**	❖ Qualified CA with minimum 6 years of experience in indirect taxes with past experience of minimum 2 years in GST • 8 - 10 years = 7 marks • 6 - 8 years = 5 marks	7	Resume of the proposed staff (Scoring would be done based on qualification, certifications, total experience and role specific experience in similar engagements). The final selection of resource shall be in the hands of HETD. (Annexure-V)
2.2	**Senior Consultant (VAT & allied tax laws)**	❖ Qualified CA with minimum 6 years of experience in indirect taxes with past experience of minimum 2 years in VAT or allied tax laws • 8 - 10 years = 7 marks • 6 - 8 years = 5 marks	7	Resume of the proposed staff (Scoring would be done based on qualification, certifications, total experience and role specific experience in similar engagements). The final selection of resource shall be in the hands of HETD. (Annexure-V)
2.3	**Senior Consultant (Intelligence, Assessment, Audit and Scrutiny)**	❖ Qualified CA with minimum 6 years of experience in indirect taxes with past experience of minimum 2 years in GST or experience in any tax analytics/scrutiny / audit/ assessment • 8 - 10 years = 7 marks • 6 - 8 years = 5 marks	7	Resume of the proposed staff (Scoring would be done based on qualification, certifications, total experience and role specific experience in similar engagements). The final selection of resource shall be in the hands of HETD. (Annexure-V)

2.4	**Senior Consultant (Revenue Recovery)**	❖ Qualified CA or LLB with minimum 6 years of Experience with Past experience of minimum 2 years in Insolvency & Bankruptcy Code, corporate law and indirect tax laws • 8 - 10 years = 7 marks • 6 – 8 years = 5 marks	7	Resume of the proposed staff (Scoring would be done based on qualification, certifications, total experience and role specific experience in similar engagements). The final selection of resource shall be in the hands of HETD. (Annexure-V)
2.5	**Senior Consultant Business Process Reengineering**	❖ Qualified MBA and BE/B.Tech/MCA with minimum 6 years of Experience with past experience of minimum 2 years in Business Process Re-Engineering • 8 - 10 years = 7 marks • 6 – 8 years = 5 marks	7	Resume of the proposed staff (Scoring would be done based on qualification, certifications, total experience and role specific experience in similar engagements). The final selection of resource shall be in the hands of HETD. (Annexure-V)
2.6	**Consultant Data Management Expert** **(2 in Number)**	❖ Qualification Any Bachelor's degree (preferably BE/B.Tech/MCA and equivalent) with minimum 3-year experience ❖ Efficient in excel and extracting regular or ad-hoc data from database using PLSQL/Complex Queries/Joins etc. • > 4.5 years = 5 marks • 3 - 4.5 years = 2 marks	10	Resume of the proposed staff (Scoring would be done based on qualification, certifications, total experience and role specific experience in similar engagements). The final selection of resource shall be in the hands of HETD. (Annexure-V)
3	**Approach and Methodology**			
3.1	Approach and Methodology of the empaneled company to implement the project	❖ Approach and Methodology to implement the Project- 5 Marks ❖ **<u>Sector Specific Policy Note</u>**	15	Approach Note and Technical Presentation (Annexure-VI)

		The State is facing a huge challenge in trying to control the problem of fake registrations and issuance of goods- less invoices to generate fake credit. Empaneled company should create an approach note along with presentation on how this problem can be solved by them through analytics in any one business sector • Approach Note & Technical Presentation- 10 Marks		
3.2	**<u>Database Retrieval and Analytics Strategy</u>** Going forward, the empaneled company will have to develop a system wherein the data available from GSTN or system integrator will be independently maintained by the empaneled company and the same shall be used by the Department in form of reports for red flags, performance, CM announcements, etc. Therefore, the empaneled company will have to give an approach note on how will they maintain such data in the most efficient, reasonable and secure way and how will the same be analyzed and made available in form of reports to the Department.	❖ Approach Note and Technical presentation – 10 Marks	10	Approach Note and Technical Presentation (Annexure-VI)
Total Marks			**100**	

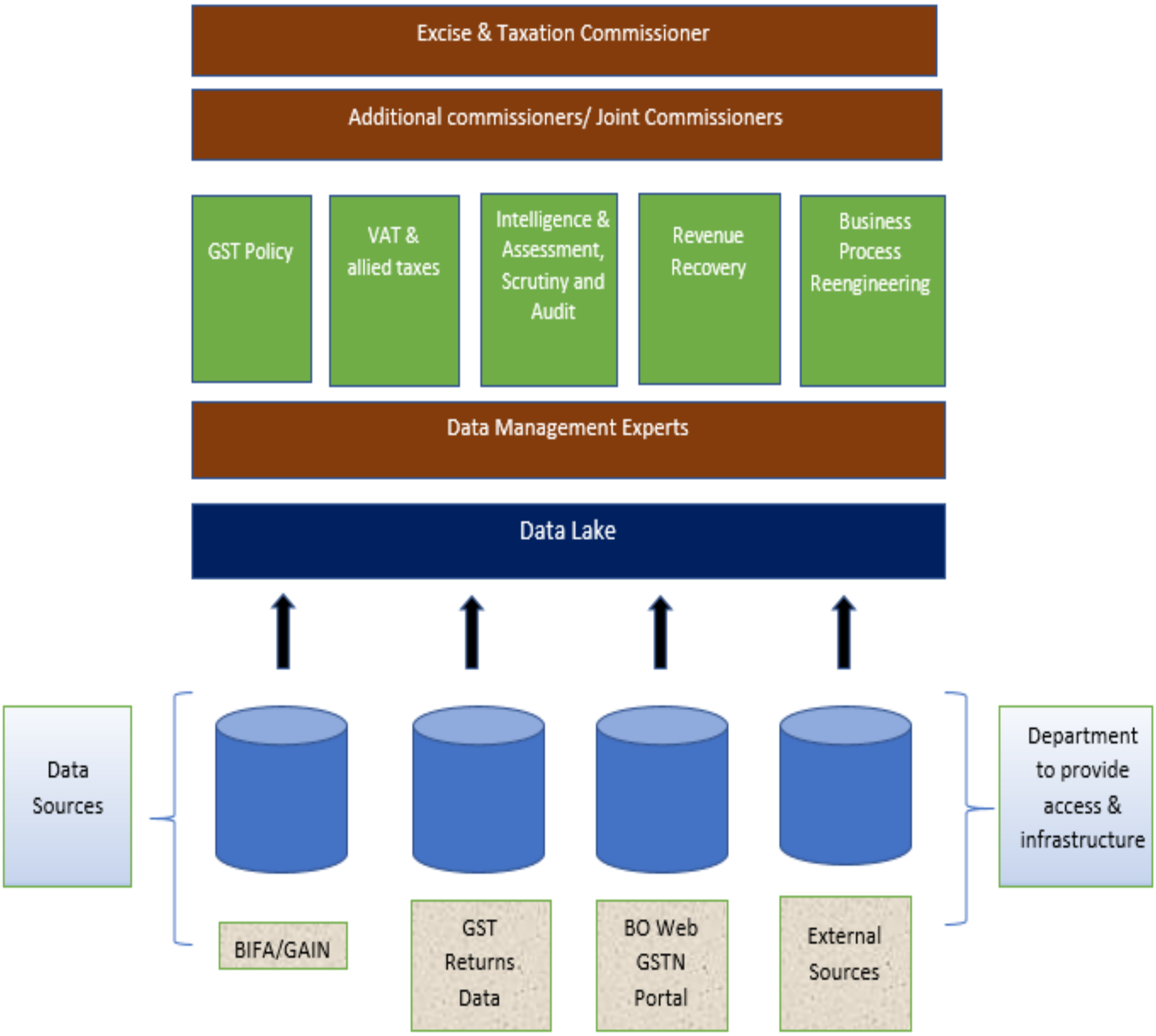
Financial Proposal Evaluation:

Financial proposal of selected empaneled company T1 shall be opened on the date & time specified in the Key events and date schedule. The Selected empaneled company (T1) will be invited for negotiations and finalization of financial rates.

4. Scope of Work

The Department of Excise and Taxation, Haryana is mandated to administer various taxes to collect revenue for the state of Haryana. The switchover to GST and enhanced automation in other taxes as well, has lent an opportunity to sharpen the process of policy decision making.

The Department intents to set up a Tax Policy and Research Unit (TPRU) to establish a professional and multi-disciplinary analysis of the policy, intelligence, scrutiny, audit etc. related proposals. The Tax Policy and Research unit shall aid the Department in analysis of tax policy in conducting research, analysis and providing evidence-based fiscal and tax policy options to the Department.



S No	Resources	Scope of Work
1.	**Senior Consultant (GST Policy)**	The Consultant (GST Policy) shall be responsible for development of Policy Research Papers and assisting the department in various intergovernmental platforms by providing analytical support etc. (1) **Prepare policy research papers**: - The consultant shall prepare analytical, research-based policy notes in consultation with the Department. The topics shall be communicated during the execution of the project as per the requirement of the Department on issues important/relevant to the Department. a) While drafting policy notes, the tax policy research unit shall prepare for every tax proposal, an analysis covering the following three points: - • The legislative intent behind the proposal, i.e., why this proposal is being framed and what is the policy objective. • Expected increase or decrease in tax collection through the proposal; and • The likely economic impact (positive or negative) through the proposal (other than the effect on tax collection) b) The policy document should be in alignment with GST provisions, judicial pronouncements and backed by data analysis wherever applicable. c) The policy documents shall be accompanied with state specific revenue implications wherever applicable to the extent of data availability. d) The policy documents shall be properly indexed and digitized. These will be securely stored and have authorized accessibility. The required infrastructure would be provided by the department. (2) **Assist the Department in various inter-Government platforms**: - Provide analytical support for drafting of policy notes for decision making on policies and assisting Department in making representations to the GST Council, GOMs or any other Committee that the State is represented in. (3) **Ancillary Support**: - The Department may require consultants to provide advice/opinion or inputs related to any of the taxes being administered by the Department and various other issues connected therewith and incidental thereto.

		a) Support the department in specific initiatives / special projects such as the Haryana GST Kosh or any other policy related project the Department is heading. b) Provide advice in taking significant policy decisions impacting financials, taxation and advising amendments in the existing policies/development of policies to comply with provision in GST regime including but not limited to Place of Supply, Point of Taxation Rules, Valuation Rules, etc. c) Aid the department in standardizing of business operations by preparing Draft Standard Operating Procedures or circulars/ orders etc for functions such as CM Schemes, Arrear recovery or any other task assigned. (4) Any other work assigned by the Department.
2.	**Senior Consultant (VAT & allied tax laws)**	The Consultant (VAT & allied tax laws) shall be responsible for development of Policy Research Papers and assisting the department in various intergovernmental platforms by providing analytical support etc. (1) **Prepare policy research papers**: - The consultant shall prepare analytical, research-based policy notes in consultation with the Department. The topics shall be communicated during the execution of the project as per the requirement of the Department on issues important/relevant to the Department. a) While drafting policy notes, the tax policy research unit shall prepare for every tax proposal an analysis covering the following three points: - • The legislative intent behind the proposal, i.e., why this proposal is being framed and what is the policy objective. • Expected increase or decrease in tax collection through the proposal; and • The likely economic impact (positive or negative) through the proposal (other than the effect on tax collection) b) The policy document should be in alignment with VAT & allied tax laws provisions, judicial pronouncements and backed by data analysis wherever applicable. c) The policy documents shall be accompanied with state specific revenue implications wherever applicable to the extent of data availability. d) The policy documents shall be properly indexed and digitized. These will be securely stored and have authorized accessibility.

		The required infrastructure would be provided by the department. (2) **Assist the Department in various inter-Government platforms**: Provide analytical support for drafting of policy notes for decision making on policies and assisting Department in making representations to the authorities where the State is represented in. (3) **Ancillary Support**: - The Department may require consultant to provide advice/opinion or inputs related to any of the taxes being administered by the Department and various other issues connected therewith and incidental thereto. a) Support the department in specific initiatives/special projects or any other policy related project the Department is heading. b) Provide advice in taking significant policy decisions impacting financials, taxation and advising amendments in the existing policies/development of policies. c) Aid the department in standardizing of business operations by preparing Draft Standard Operating Procedures for functions such as CM Schemes, Arrear recovery or any other task assigned. (4) Any other work assigned by the Department.
3.	**Senior Consultant (Intelligence, Assessment, Scrutiny and Audit)**	The Consultant shall be responsible to help develop actionable intelligence for investigation and to create red flag reports for the field formations and provide advisory services related to GST Intelligence, Assessment, Scrutiny and Audit, risk-based identification of taxpayers, policy decisions and streamlining processes. (1) **Review of Intelligence, Assessment, Scrutiny & Audit**: - The Consultant shall be responsible for developing mechanism for monitoring and review of field offices including performance of the ward, district and the Range to bring in better transparency and accountability, identify problems for low performance, make efficient use of resources in the right direction and help in efficient decisions relating to various matters. The Consultant shall be responsible for designing the overall process of the ward, district and range scorecards, their Key result areas, key performance areas etc. (a) **Implementation of the Review system**: - The Consultant

shall be responsible for implementation of the performance and review system for the wards, districts and ranges until the process is automated. This shall include setting up a manual process in which reports will have to be called and compiled by the Consultant.

(b) **IT Implementation and Automation:-** The Consultant shall be responsible for automating the process of performance management. The process will be implemented on the internal PSRM or any other tool managed by the System Integrator of the Department.

(c) **Review of field formations :-** The Consultant shall be responsible for assisting and setting up/drawing up agenda, data and findings of the reviews conducted by the Head office.

(d) The consultant is expected to take up independent issues and put up to the Department for consideration**.**

(2) **<u>Developing red flag / scrutiny report for field formations:</u>**

a) **Collation of existing reports**: - There are number of pre-developed red flag reports which are being sent to the Department from GSTN, NIC as well as available through the BIFA (Intelligence) portal. The Consultant needs to analyze, collate and send such data to the field formations.

b) **Identification of new reports**: - The Consultant shall develop his own reports through the registration, return and other data available to the Department through the GSTN APIs and other sources.

c) **Regular dissemination of reports** :- The consultant shall be responsible for giving a unique number to each of these reports and sending it to the field formations.

d) **Monitoring of red flag reports :-** The consultant shall be responsible for designing and implementation of a mechanism for monitoring the performance of the field formations on recovery from red flag reports.

e) **Training and Development on red flag reports :-** The consultant shall be responsible for identifying and recommending training for the field formations on various red flag reports.

f) Any other Analytics critical to revenue generation as required

		by the Department. (3) <u>**Generation of actionable intelligence for the Department :**</u> a) **Identification of new cases** :- The consultant shall be responsible to analyze existing data and identify new cases which may be referred to the department for deeper investigation. This may include looking at high revenue cases from the BIFA / GSTN software, data from external sources, modus operandi circulars released by other States / CBIC etc. b) **Standardization of Policy Support** :- The consultant shall design and develop standard processes for institutionalizing the intelligence and audit functions. c) **Monitoring and Evaluation :-** The Consultant shall be responsible for collecting data from field units and put up regular notes on the monitoring and performance of the same. d) **Data Support :-** In urgent situation, the Consultant shall provide necessary support to the investigating officers. (4) <u>**Assessment, Scrutiny & Audit**</u> The Department has been doing Assessment, Scrutiny & Audits (ASA) under GST. Since, GST is a new law, the Department is looking for a consultant for advisory services related to GST ASA risk-based identification of taxpayers, policy decisions and streamlining processes as stated below :-. (a) **Support in ASA** :- The main role of the consultant is to support the field formations in conducting successful GST Assessment, Scrutiny & Audits (ASA) of the taxpayers. (b) **ASA Policy** :- The Consultants shall aid and advice the Department in taking informed policy related decision in conducting ASA. (c) **Risk Based Identification** :- The Consultant shall give the inputs and assist the Department in identification of parameters that can be adopted for selection of GST taxpayers for conducting ASA. (d) **Support in Special Audits :-** The Consultant shall aid and assist the Department in conducting of Special Audits. This shall include devising methodologies and strategies to empanel Chartered / Cost Accountants and deciding on other aspects

		such as their duration, remuneration etc. However, in no way it may be interpreted that the consultant shall be conducting special audit u/s 66 of the HGST Act,2017. (e) **Updating GST Audit & Scrutiny Manual :-** The Department has already prepared a GST Audit & Scrutiny manual. The Consultant shall review the same and also do a comparative analysis of the Department's manual with manuals released by other Centre/ State Governments. Further, the Consultant shall ensure that the manual is regularly updated with best practices as followed by the Department internally and other Centre & State Governments. (f) **Database and Reports :-** Responsible for tracking and compiling ASA related reports from field formations and develop a regular system for monitoring these reports (5) Any other work assigned by the Department.
4.	**Senior Consultant (Revenue Recovery)**	The Consultant (Revenue Recovery) for Excise & Taxation Department shall be responsible for the following work: **(1) Insolvency & Bankruptcy Code :-** (a) Keep a track on National Company Law Tribunal (NCLT) public announcements/ notices/ advertisements and maintain a database of such publications. (b) Extracting the list of probable cases in the State from the database maintained by the system integrator from (a) above and informing the field formations their respective case for timely filing of claims in the specified forms as per the law. (c) To assist the field officers in proper filing of claims before the Insolvency Resolution Professional/ Liquidator. (d) To maintain the database of such taxpayers of the State which are undergoing Insolvency/ Liquidation and track of its proceedings under the National Company Law Tribunal (NCLT), National Company Law Appellate Tribunal (NCLAT) or Hon'ble Supreme Court. (e) Providing legal support for filing of appeals before the

		National Company Law Tribunal (NCLT), National Company Law Appellate Tribunal (NCLAT) or Hon'ble Supreme Court. (f) Liasing with the empaneled advocates of the Department and assisting in drafting of petition and replies. (g) Designing of SOP and forms/formats as per the requirement for the taxpayers under the Insolvency/ Liquidation process. (h) Any other work assigned by the Department. (2) **GST, VAT and allied Acts :-** (a) To compile and maintain the arrear database for the taxes administered by the Department. (b) Identification and classification of the arrears. (c) To track the proceedings pending in Hon'ble Courts or Tribunals. (d) Analyzing the current recovery process inadequacies and design SOP/ forms/formats and suggest the measures to plug the same. (e) Liaising with the empaneled advocates of the Department and assist in drafting of petition and replies. (f) Any other work assigned by the Department.
5.	**Senior Consultant (Business Process Reengineering)**	The Consultant (Business Process Reengineering) shall aid the Department in reengineering, system design, standardization of various processes/projects being undertaken by the Department in relation to CM Schemes, Arrear recovery, critical functions under GST or any other operation. (1). The Consultant shall provide inputs for preparation of Standard Operating Procedures, systems, processes for various tax compliance schemes, verification of returns of taxpayers, Refund Procedure, Amnesty Schemes and various Arrear Recovery schemes or any other activity as required by the Department. (2). The Consultant shall ensure uniformity of business

		processes and lend greater clarity and transparency through effective Standard Operating Procedures (SOP), process documents, project documents, end to end system design etc. (3). The consultant shall prepare SOP for each of the critical function to be performed by the field formations in consultation with the Department. It shall be in alignment with legal requirements. It shall be prepared keeping in view the resources of the Department and the level of automation required. (4). The process re-alignment/re-engineering should strive to bring about greater productivity & efficacy, enhanced transparency, and uniformity across all the field formation. (5). The Consultant shall also set up some rules to periodically review the processes for relevancy and accuracy as per the requirement of Department. (6). The Consultant shall also ensure that the process is standardized and properly documented. (7). The consultant shall help the Department in achieving the following key objectives: (a) Institutionalize the functioning of the Department. (b) Improve understanding of core activities of business functions. (c) Enhance the sense of the roles & responsibilities of officers/officials. (d) Bring about uniformity across the state. (e) Improve transparency, productivity, and efficacy. (f) Improve productivity by completion of tasks in a timely manner. (g) Help prioritize the tasks by giving greater priority to more critical things. (h) Improve swift actions against analytic reports or exception reports of tax evasion & fraud cases. (i) Improve reporting, review, and oversight mechanism (8). Any other work assigned by the Department.

6.	**Consultant Data Mining Expert- 2 in numbers**	The data analytics solution for Excise & Taxation Department would consist of the following work: (1) **<u>Creation of Tax Information Data Lake :</u>** (a) The entire data lake shall be created and managed independently by the data mining experts using infrastructure provided by the department using the following data: i. GSTN Integration – use GST APIs for extraction of GSTN data. ii. E-Way bill data integration through API's. iii. Historical (VAT) data. iv. Data from third party sources such as MCA etc. (b) Perform necessary transformations to the source data to make it usable for the purpose of the Department. (c) Identification and enablement of required Key Performance Indicators as required for dashboards/reports. (d) Configuration of business rules/scenarios including designing algorithms for the identified leakage scenarios. (e) Creation of conceptual, logical and physical data models for the central data lake. (f) Provide technical support for any changes or enhancement for developed application components. (g) Monitoring compliance with GST norms, along with filing of GST returns, identifying areas of tax evasion etc. and assisting the Department in audits, assessments, and litigation. (h) Devisingg Mechanism for identification of suspicious taxpayers in the State through Risk Rating based on various parameters. (i) Attending meeting with various officials of Department including officials from field formations for understanding the requirement to prepare such reports as required by the Department. (2) **<u>Creation of Monthly Information Reports, Exception reports and implementation of basic rule-based analytics.</u>** a. Design, Development and Testing of: i. Monthly Information Reports ii. Exception Reports b. Design, development and testing of rule-based analytics

		scenarios using open source capabilities. c. Design, development and testing of reports using open source capabilities. d. Designing an online system for continuous follow-ups & maintenance of feedback mechanisms. (3) **<u>Implementation of Data Analytics in the Department</u>** a. Provide support in identification of sector wise economic parameters and follow their movement and impact on tax collection of the state. b. Implementation and deployment of risk-based models. c. Implement analytics models to monitor high priority commodities, dealer groups, dealers, business types etc. The priority could be based on the tax value, turn over, risk, commodity etc. (4) The data mining experts shall address specific data requests through the Consultants engaged in various roles. (5) Any other work assigned by the Department.

5. GENERAL TERMS AND CONDITIONS:

5.1 GENERAL TERMS :

The response to the Terms of Reference has to be submitted in accordance with the Terms and Conditions mentioned in this document.

- The scope of work mentioned in the Terms of Reference is subject to revision and changes as and when required.
- HETD reserves the right to cancel the Terms of Reference at any stage and can invite fresh Terms of Reference without assigning any reasons.
- Forming of consortium or Joint venture is not allowed.

5.2 PROJECT SCHEDULE AND PAYMENT :

The submission of deliverable will be deemed complete after the submission of the hard and soft copy of the deliverable by the successful empaneled company and its approval by the HETD. The payment of the consultants/resources deployed by the selected empaneled company on the project will be based on approved man-month rates as per the Financial Proposal. There will be no advance payments for Consultancy services rendered by consultant for the project. There will be no interest on late payment. The Payment schedule would be quarterly.

5.3 DEPLOYMENT AND REPLACEMENT OF RESOURCES :

Deployment of Resources :

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

a) The team together should have experts as per the requirement of the Terms of reference.

b) The consultant may be posted anywhere in the state of Haryana as and when required.

c) HETD may or may not engage all the consultants in one go, so the resources will be deployed by the empaneled company as per the requirement of the HETD.

d) Each member of the team must be a full-time employee of the empaneled company and shall be working with the empaneled company.

Replacement of Resources :

Consultants deployed on the project can be replaced only after taking the consent of the Department with a minimum notice of 2 months and the replacement resource should be part of transition for 2 months and should be acceptable to the Department. Any transition with notice period of less than 2 months will attract a penalty of Rs. 10,000 (Ten Thousand only). In case of replacement due to unforeseeable circumstances like sickness etc., no penalty will be levied. Also, if at any point of time, Department feels that a resource is not up to mark, a replacement will be demanded in writing and the empaneled agency shall provide the replacement within 2 weeks as per the Terms of Reference.

5.4 SIGNATURE :

A representative of the empaneled company, who is authorized to commit the empaneled company to contractual obligations, must sign with the empaneled company's name and seal on all pages of the proposals. All obligations committed by such signatory(ies) must be fulfilled.

5.5 SAFETY AND SECURITY OF THE DATA :

The data, information, documents provided by the Department to the consultants deployed by the empaneled company is the property of the Department. The consultants deployed by the empaneled company shall display due diligence in the handling of the said data and be responsible for the security and safety of the Data, thus provided. The empaneled company must ensure that there is no leakage of the data through the IT application & infrastructure deployed by them for extracting the data.

5.6 PERIOD OF VALIDITY OF PROPOSALS :

The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.

5.7 NON-CONFORMING PROPOSALS :

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

5.8 LANGUAGE OF PROPOSALS :

The proposal and all correspondence/ documents shall be written in English. All proposals and accompanying documentation will become the property of the HETD and will not be returned.

5.9 DISQUALIFICATION :

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

- Proposal not submitted in accordance with the Terms of Reference.
- The empaneled company qualifies the proposal with its own conditions.
- Proposal is received in incomplete form.
- Proposal is received after due date and time.
- Proposal is not accompanied by all requisite supporting documents.
- Information submitted in technical/financial proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Financial proposal is enclosed within the same envelope as technical proposal.
- If successful empaneled company fails to deposit a security deposit in the form of bank guarantee valid for a period of 6 months beyond contract period from the receipt of the letter towards award of the contract.
- The successful empaneled company fails to enter into a contract within 45 working days of the date of notice of award of contract or within such extended period, as fixed by HETD.
- Awardee of the contract has given the letter of acceptance of the contract with his conditions.
- Non- fulfillment of any condition/term by empaneled company.

5.10 MODIFICATION AND WITHDRAWAL OF PROPOSALS :

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the empaneled company on the proposal form. Modification or withdrawal of proposal during validity may lead to cancellation/disqualification.

5.11 NOTIFICATION OF AWARD :

HETD will notify the successful empaneled company in writing by email and speed post that its proposal has been accepted. The notification of award will constitute the formation of the contract. The successful empaneled company has to furnish security deposit to HETD within time specified as per Table-2 above. If the empaneled company fails to furnish security deposit within time specified, HETD will proceed further to award the contract to another empaneled company. The name of default empaneled company will be blacklisted.

5.12 AWARD CRITERIA :

HETD will award the Contract to the successful empaneled company whose proposal has been determined to be substantially responsive and has been determined as the best proposal. All decisions taken by HETD regarding processing of Terms of Reference and award of contract shall be final and binding on all empaneled companies.

5.13 HETD'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS :

HETD reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to award of contract. HETD will not be responsible for any liability to the affected empaneled company or empaneled companies or any obligation to inform the affected empaneled company or empaneled companies the grounds for HETD's action.

5.14 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE :

The successful empaneled company needs to deposit/submit a security deposit of 3% of the total contract value in the form of bank guarantee on stamp paper of the requisite value as per the provisions of the applicable Acts or Laws. The security deposit shall be valid for a period of 6 months beyond contract period of all work in respect of work order/agreement whichever is later. It should be submitted within 10 days from the receipt of the letter towards award of the contract for due and proper fulfilment of Terms of Reference conditions.

The security deposit should be submitted within the period specified above, failing which HETD may cancel the offer made to the empaneled company. The security deposit will be forfeited if empaneled company has not fulfilled the terms and conditions as per Terms of Reference. HETD shall also be entitled to make any recoveries due from the empaneled company from security deposit submitted against this Terms of Reference.

5.15 SIGNING OF CONTRACT :

The successful empaneled company has to enter into a separate Agreement, incorporating all correspondence between HETD and the successful empaneled company.

5.16 FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE TERMS OF REFERENCE :

Failure of the successful empaneled company to agree with the Terms & Conditions of the Terms of Reference including the Agreement shall constitute sufficient grounds for the annulment of the award, in which event HETD may award the contract to another empaneled company or call for new proposals.

5.17 RESOLUTION OF DISPUTES :

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

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

5.18 EMPANELED COMPANY'S INTEGRITY :

The empaneled company is responsible to conduct all activities as defined in the scope of work in accordance with the award of work order/contract.

5.19 INTERPRETATION OF THE CLAUSES IN THE TERMS OF REFERENCE / CONTRACT DOCUMENT :

In case of any ambiguity, in the interpretation of any of the clauses in Terms of Reference or contract document, the HETD's interpretation of the clauses shall be final and binding on all parties.

5.20 LIMITATION OF LIABILITY :

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

5.21 TERMINATION FOR DEFAULT :

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

- If the empaneled company fails to provide satisfactory services at the desired level within the time period(s) specified in the contract, or any extension thereof granted by HETD

  OR

- If the empaneled company fails to perform any other obligation(s) under the contract

  OR

- If the empaneled company, in the judgment of HETD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.22 USE OF DOCUMENTS AND INFORMATION :

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

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

5.23 CONFIDENTIALITY AND NON-DISCLOSURE :

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

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

5.24 PATENT RIGHTS :

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

5.25 DELAY IN THE SUCCESSFUL EMPANELED COMPANY'S PERFORMANCE :

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

5.26 FORCE MAJEURE :

- The successful empaneled company shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this clause, the term Force Majeure means an event beyond the control of empaneled company and not involving the Consultant's fault and negligence and not

foreseeable. Such events may include, but are not restricted to, acts of the HETD either in its sovereign or its contractual Capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the Consultant shall promptly notify the HETD in writing of such conditions and the cause thereof. Unless otherwise directed by the HETD in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.27 TERMINATION FOR INSOLVENCY :

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

5.28 TERMINATION FOR CONVENIENCE :

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

5.29 APPLICABLE LAW :

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

5.30 FRAUD AND CORRUPT PRACTICES :

The empaneled company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection Process. Notwithstanding anything to the contrary contained herein, the HETD may reject the proposal without being liable in any manner whatsoever to the empaneled company if it determines that the empaneled company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

Without prejudice to the rights of HETD , if the empaneled company is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such empaneled company shall not be eligible to participate in any tender/ terms of reference issued by HETD during a period of 2 (two) years from the date such empaneled company is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

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

a) 'Corrupt practice' means

(I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process or

(II) save and except as permitted, engaging in any manner whatsoever, whether during the selection Process or after the issue of the award of work order/ contract or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Project or the award of work order/contract, who at any time has been or is a legal, financial or technical advisor of the HETD in relation to any matter concerning the Project;

b) 'fraudulent practice' means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection Process;

c) 'coercive practice' means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the selection Process;

d) 'undesirable practice' means

(I) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(II) having a Conflict of Interest; and

e) 'restrictive practice' means forming a cartel or arriving at any understanding or arrangement among empaneled companies with the objective of restricting or manipulating a full and fair competition in the Selection Process;

LEGAL:

a) The successful empaneled company shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Goods and Services Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the successful empaneled company is not meeting out any procedures/ taxes/ Acts/ Rules under the above stated Acts, then that amount will be met out, from the Performance Security Deposit made by the empaneled company.
b) The empaneled company shall also be liable for depositing all taxes, levies, Cess etc. on account of services rendered by it to the Department to concerned tax collection authorities from time to time as per the specified rules and regulations.
c) The empaneled company shall maintain all statutory registers under the applicable laws. The empaneled company shall produce the same, on demand, to the concerned authority of the Department or any other authority under Law.
d) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law and GST law, as amended from time to time and a certificate to this effect shall be provided to the empaneled company by the Department.
e) In case, the empaneled company fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Department is put to any loss, obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the empaneled company, to the extent of the loss or obligation in monetary terms.

Annexures

Annexure I: Technical Proposal Covering Letter

(Letter on the consultant's letterhead)

To

The Excise & Taxation Commissioner,

Government of Haryana,

Panchkula.

Sub: Submission of technical proposal for engaging empaneled Company/Agency for providing Advisory Services as part of the Tax Policy and Research Unit

Ref No.: (TPRU 1/2022-23)

Dear Sir,

With reference to the Terms of Reference (TOR), having examined and understood the requirements, instructions, terms and conditions forming part of the TOR, we hereby enclose our technical offer to provide services for the project as detailed in the TOR. We also confirm that the offer shall remain valid for a period of 6 months from the date of submission. We confirm that the offer is in conformity with the terms and conditions as mentioned in your referred TOR. We also understand that the Haryana Excise & Taxation Department is not bound to accept the offer either in part or in full. If the Haryana Excise & Taxation Department rejects the offer in full or in part, the Haryana Excise & Taxation Department may do so without assigning any reasons thereof.

Yours Sincerely,

Authorized Signatories

(Name, Designation, Contact No, Email and Seal of the Company)

Place:

Date:

Annexure II: Empaneled Company/Agency Organization Profile

Sr.No.	Item	Details
1	Name of Company/Agency	
2	Company information	
3	Date of incorporation	
4	Postal address	
5	Telephone/Mobile and Fax number	
6	Name and designation of the authorized person along with mobile number	
7	Email address	
8	Office/Contact address	
9	Brief Profile	

Annexure III: Documents for Prequalification Criteria

Documents to be provided as per requirements mentioned in clause 2.1 of Terms of Reference. (Letter of empanelment with HARTRON)

Annexure IV: Empaneled Company/Agency's project experience as per Sr. No 1 of Table 3 of clause 3.6 of Terms of Reference

Name of the Client (client name)	
Full Address of Client	
Brief Description of the scope of consultancy service provided (may attach a separate write up)	
Duration of assignment including start date and end date	
Approximate value of service (in rupees)	
Detailed description of the work undertaken	
Copy of LOI/ LOA/ WO/Agreement/ Client Certificate proving advisory services given for Indirect tax including GST/VAT/CST/Service Tax/ Central Excise with minimum project value of Rs 25 lakhs.	

Annexure V: CV of the proposed resources as per Sr. No 2 of Table 3 of clause 3.6 of Terms of Reference

S.No.	Category	Details
1.	Proposed Position	
2.	Name of the Firm	
3.	Name of the staff	
4.	Date of Birth & Nationality	
5.	Educational Qualification	
6.	Membership of Professional Associations	
7.	Other Training	
8.	Countries of Work Experience	
9.	Languages	
10.	Employment Record a) No of years of experience b) Relevant experience as per Sr. No. 2 of Table 3	
11.	Detailed tasks assigned	
12.	Project experience details	

Annexure VI : Approach and Methodology as per Sr. No. 3 of Table 3 of clause 3.6

The description of approach and methodology, work plan for implementing the project including Sector specific policy note, database retrieval and analytics strategy along with technical presentation.

Annexure VII: Other Documents to be submitted as per requirements of evaluation criteria
As per requirements mentioned in TOR

Annexure VIII: Financial Proposal Format FINFORM1: Cover Letter

(Letter to the Haryana Excise and Taxation Department on the empaneled company's letterhead)

To

The Excise & Taxation Commissioner,
Government of Haryana,
Panchkula.

Sub: **Submission of financial proposal for engaging empaneled Company/Agency for providing Advisory Services as part of the Tax Policy and Research Unit**

Ref No.: TPRU1/2022-23

Dear Sir,

With reference to the TOR, having examined and understood the requirements, instructions, terms and conditions forming part of the TOR, we hereby enclose our Financial proposal to provide services for the project as detailed in the TOR. We also confirm that the prices offered shall remain fixed for a period of 6 months from the date of offer. We also understand that the Haryana Excise & Taxation Department is not bound to accept the offer either in part or in full. If the Haryana Excise & Taxation Department rejects the offer in full or in part, the Haryana Excise & Taxation Department may do so without assigning any reasons thereof.

Yours Sincerely,

Authorised Signatory

(Name, Designation and Seal of the Company)

Place:

Date :

FINFORM2: Summary of Costs

S.No.	Particulars	Amount in Rs	Amount in Words
1	Consultant Fees inclusive of all expenses for the Proposed Resources:		
	(a) Senior Consultant (GST Policy)		
	(b) Senior Consultant (VAT & allied taxes)		
	(c) Senior Consultant (Intelligence, Assessment, Scrutiny & Audit)		
	(d) Senior Consultant (Revenue Recovery)		
	(e) Senior Consultant (Business Process Reengineering)		
	(f) Consultant (Data Mining Expert)– 2 in numbers		
2	Total Consultant Fees [1(a) to 1(f)]		
3	GST/Any other tax		
4	Total Project cost (2+3)		