



RFP for Office Premises for GSTN

GOODS AND SERVICES TAX NETWORK (GSTN)

4th Floor, East Wing, World Mark-1, Aerocity,

New Delhi – 110037

Tel: 011-49111200

Website: www.gstn.org.in

CIN: U72200DL2013NPL249988



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Acronyms

Acronym	Description
AMC	Annual Maintenance Contract
BNS	Bharatiya Nyaya Sanhita.
CAM	Common Area Maintenance
CCTV	Closed-circuit television
CPPP	Central Public Procurement Portal
DoR	Department of Revenue
DoE	Directorate of Estates
EMD	Earnest Money Deposit
GSTN	Goods And Services Tax Network
GST	Goods And Services Tax
SP	Service Provider
OIC	Officer In-charge
LD	Liquidated Damages
LOA	Letter of Award
BOQ	Bill of Quantities
RFP	Request for Proposal
PC Act	Prevention of Corruption Act, 1988.
PO	Purchase Order
PQ	Pre-Qualification Criteria
QoS	Quality of Service
RBI	Reserve Bank of India
SLA	Service Level Agreement
SoW	Scope of Work
LOA	Letter of Award
LCS	Least Cost Selection



KEY DETAILS

Tender reference number	GSTN/P&C/Admin/HOS/04-2026/P-28
Name of work	RFP for Hiring of Office Premises for GSTN
Place of availability of Tender document	http://www.gstn.org.in & CPPP Platform <i>Note: Any amendment to RFP/Tender will be placed on GSTN website & CPPP only</i>
Pre-Bid Meeting details	01/07/2026 at 03:30 hrs Goods and Services Tax Network 4th floor, World Mark -1, Aerocity, New Delhi – 110037 <i>Clarifications to be submitted as per format Annexure-II and minimum 02 (three) working days prior to pre-bid meeting in excel format through e-mail only. Queries submitted after the stated deadline shall not be considered.</i>
Last date, time & place for submission of tender	10/07/2026 at 11:30 hrs. Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037
Technical Bid opening details	Technical Bids shall be opened on 10/07/2026 at 12:00 hrs.
Opening of Financial bids	The date of opening of financial bids will be informed separately to the successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive.
Method of Selection	L1 (Least Cost Selection) among technically qualified bidders
EMD	Earnest Money Deposit (EMD) : Rs.4,50,00,000/- (Rupees Four Crore and Fifty Lakhs Only) The EMD shall be in the form of an irrevocable Bank Guarantee/Demand Draft issued by a Commercial bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi. Please refer Section IV for more details by the bidder as per the format provided in Annexure IX .
Contract Duration	The contract duration will be for 09 years , from the date of property hand-over, subject to the performance and SLA adherence. The Contract can be extended basis mutual agreement between both the parties.



Envelope details	The bidders must submit the bids under 2 bids system i.e. Envelope-I: (a) Signed Tender Document and Corrigendum/ Corrigenda, if any, (b) Power of Attorney/ Board resolution for authorized signatory, (c) Response to Pre-Qualification criterion and Technical Qualification criterion (d) Technical Bid along with the required supporting documents. (e) Soft copy (pen drive) of Technical Bid only. <i>The Bid should be hard/spiral bound. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. No financial details should be there in technical bid/ Envelop-I. If financial bid is submitted in the technical bid envelop then the entire bid is liable to be rejected.</i> Envelope-II: Financial bid/ Price Schedule as per the price schedule format annexed at Annexure-I. <i>If Financial bid is not submitted in sealed envelope or Financial Bid is open then the bid would be rejected</i> Both the bids must be submitted in one different sealed envelope. The envelopes should clearly indicate the RFP/Tender Reference No., Name of the Bidder and his Address. The Bidder has the option of sending the bid by Speed/Registered Post, or in person only. GSTN takes no responsibility for delay, loss or non-receipt of bids within the stipulated date & time. Bids submitted by any other mode shall not be accepted.								
Address for communication	The VP (Procurement & Contracts) Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037 <table border="1" data-bbox="475 1243 1294 1377"> <tr> <th>Email ID</th><th>Phone No.</th></tr> <tr> <td>sanjaysharma.pc@gstn.org.in</td><td>011-49111394</td></tr> <tr> <td>anima.sharma@gstn.org.in</td><td>011-49111367</td></tr> <tr> <td>procurementandcontracts@gstn.org.in</td><td>011-49111200</td></tr> </table>	Email ID	Phone No.	sanjaysharma.pc@gstn.org.in	011-49111394	anima.sharma@gstn.org.in	011-49111367	procurementandcontracts@gstn.org.in	011-49111200
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procurementandcontracts@gstn.org.in	011-49111200								
<i>Note: The representative of bidders are requested to carry their company I-card / Authorization letter on Company's letter head for attending the Pre-Bid and bid opening meeting. Without Company I-Card/ Authorization letter, no bidder will be allowed to attend the bid opening meeting. Maximum 02 persons per bidding company are allowed in the meeting room.</i>									



SECTION-I
NOTICE INVITING TENDER (NIT)

Ref. No. GSTN/P&C/Admin/HOS/04-2026/P-28

Date: 18/06/2026

To,

Subject: 'RFP for office premises for GSTN'

1. Goods and Services Tax Network (GSTN) is a Government Enterprise. The Company has been set up primarily to provide IT infrastructure and services to the Central and State Governments, tax payers and other stakeholders for implementation of the Goods and Services Tax (GST).
2. Goods and Services Tax Network (GSTN) invites sealed bids, from eligible bidders for **'RFP for office premises for GSTN'**.
3. Bidder may download the tender enquiry documents from the web site www.gstn.org.in as well as CPPP Platform and submit its bids by utilizing the downloaded document.
4. Bidders shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
5. In the event of any of the above-mentioned dates being declared as a holiday / closed day for GSTN, the bids will be received/opened on the next working day at the appointed time.
6. GSTN takes no responsibility for delay, loss or non-receipt of bid documents sent by post either way.
7. GSTN reserves the right to accept or reject any or all of the bids in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

For **Goods and Services Tax Network**


Sanjay Sharma
Vice President (P&C)

SECTION-II INTRODUCTION

ABOUT GSTN

Goods and Services Tax Network (GSTN) has built Indirect Taxation platform for GST to help taxpayers in India to prepare, file returns, make payments of indirect tax liabilities and do other compliances. It provides IT infrastructure and services to the Central and State Governments, taxpayers and other stakeholders for implementation of the Goods and Services Tax (GST) in India.

Pursuant to approval granted by Registrar of Companies (ROC), Ministry of Corporate Affairs (MCA), Government of India the status of Goods And Services Tax Network (GSTN) has been changed to Government Company in terms of Section 2(45) of the Companies Act, 2013. The Board of GSTN in its 49th Board Meeting held on 30th June, 2022 has approved the conversion of GSTN into Government Company and hence 100% of the shareholding is being held by Government (50% with Union Government and 50% jointly with State Governments & UTs) in GSTN.

GSTN's current office is located at Worldmark 1, Aerocity, Indira Gandhi International Airport, New Delhi - 110037, India.

Through this RFP, GSTN intends to lease new office space in view of it's increasing operational requirements and expansion of activities. The existing office premises are no longer adequate to accommodate the growing manpower and functional needs. Accordingly, it is proposed to identify and lease suitable office premises to ensure smooth functioning, operational efficiency, and future scalability of GSTN's activities.



SECTION – II
SCOPE OF WORK AND SERVICES

- a. GSTN requires office space of approximately 40,000 $\pm$ 12.5% sq. feet carpet area i.e. between 35,000 sq. Ft. to 45,000 Sq. ft with super area 54,000 sq ft $\pm$ 12.5% sq. feet approx. assuming loading of 35% in Delhi for accommodating approximately 240 personnel. The premises should ideally be situated on a **single floor** of a **newly constructed building** (Not older than 15 years).
- b. The premises shall be provided in a *warm shell condition*, which includes:
 - Finished flooring
 - HVAC system
 - Basic lighting
 - Plumbing arrangements
- c. The building must be **approved for commercial operations**.
- d. The premises should have **ample natural lighting and centrally controlled air conditioning**.
- e. The building must be equipped with **fire safety and security systems** and possess a valid **No Objection Certificate (NOC)** as per legal requirements. It should be **free from hazards** and any environmental or structural conditions that may be harmful to human occupancy.
- f. The building must comply with all applicable **safety norms**, including **earthquake resistance** and **flood protection**. The property should be **insured against all types of damage** for the entire duration of the contract.
- g. The building must have **adequate lift provisions of reputed make**.
- h. The premises must have a **reliable power supply** suitable for commercial operations, with **uninterrupted backup** for all essential services, workspaces, and common area lighting.
- i. The building must have adequate **covered parking space** for GSTN Staff.
- j. All essential building services must be operational, including lifts, 100% power backup, plumbing, and a sewerage system.
- k. The building must comply with the provisions of the Rights of Persons with Disabilities Act, 2016, ensuring a barrier-free environment for persons with disabilities.
- l. At least two last mile network connectivity of atleast 100MBPS from two different ISPs (from different physical paths) should be provided at the time of handover.
- m. The bidder shall provide comprehensive maintenance services, including:
 - 24-hour security
 - Lift operation and maintenance as per the extant rules
 - Annual Maintenance Contracts (AMC) for Common Area and Facilities / Services.
 - 100% power backup Full building insurance
 - Common area lighting
 - Sweeping, cleaning, and maintenance of common areas
 - Periodic elevation cleaning
 - Entrance lobby upkeep
 - Parking area maintenance
 - Maintenance of common area restroom

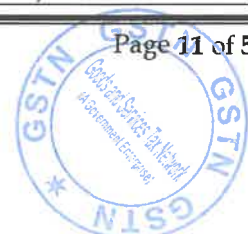


SECTION-III EVALUATION PROCESS

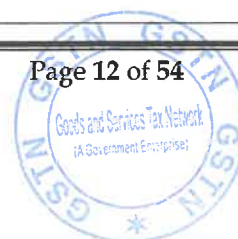
Except for the public opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to any bidder or any person not officially concerned with such process.

1. Pre-qualification criteria

Sr. No.	Parameters	Criteria	Evidence to be Submitted
1	Authority in favor of Authorized signatory	Authorization Letter / Power of Attorney / Board Resolution in favour of Authorized Signatory in case bidding entity is owner/builder of the offered premises OR Authorization Letter / Power of Attorney / Board Resolution in favour of Authorized vendor/channel partner duly authorized by the owner/builder In both cases, Power of Attorney document to be submitted in favor of Authorized Signatory.	Copy of Authorization Letter and/or Power of Attorney / Board Resolution in favour of Authorized Signatory
2	Legal Entity/ Registration of Company	a) The owner/builder of the offered premises must be incorporated and registered in India under the Indian Companies Act 1956/ The Companies Act 2013/ Limited Liability Partnership Act 2008 / Partnership Act 1932 as on the date of publishing of Tender notice (including name change/ impact of mergers or acquisitions). b) Registered with the GST c) Valid PAN Card	a) Certificate of Incorporation /Copy of Registration Certificate b) GST Registration Certificate c) PAN Card
3	Average Annual Turnover	The owner/builder of the offered premises must have an Annual Financial Turnover of Rs. 140 Crores during the last 03 financial years ended 31st March, 2025. Kindly note that the turnover of bidding entity only will be considered. Turnover of any parent, subsidiary, channel partner, associated or other related entity will not be considered.	Audited financial Statements for the last three years (Copies of the Profit and Loss (P/L) . 2024 – 2025; 2023 – 2024; 2022 – 2023
4	Profitability /Networth	The owner/builder of the offered premises must be a profit making (Profit after tax) company since the last three financial years (FY) i.e. 2024 – 2025; 2023 – 2024; 2022 – 2023 Or The Networth# of owner/builder of the offered	a) CA Certificate OR Audited Balance Sheet for last 03 financial years i.e. 2024 – 2025; 2023 – 2024; 2022 –



		premises must be positive in last 03 financial years ending 31st March, 2025 as per the audited financial Statement. Kindly note that profitability/Net-worth of only the owner/builder of the offered premises will be considered. Profitability/Net-worth of any parent, subsidiary, associated or other related entity will not be considered. #as defined Section 2(57) of the Companies Act, 2013	2023 ending 31 st March, 2025
5	Work Experience	During last seven (7) years (ending last day of month previous to the one in which bid applications are invited), the owner/builder of the offered premises should have successfully completed similar work* in any organization and meets any one of the following experience criteria: The owner/builder of the offered premises must have successfully completed one contract/project with similar Scope of work (SOW) as mentioned in this tender, costing not less than the amount equal to Rs. 170 Crores. OR Two contracts/projects with similar SOW costing not less than the amount equal to Rs. 100 Crores each OR Three contracts/projects with similar SOW costing not less than the amount equal to Rs. 85 Crores each •Note: Similar work: <i>Proof of having leased commercial office space to any Govt/PSU/Corporate clients within India only. The order value stated above is inclusive of taxes.</i>	Copy of Letter of Award (LOA)/ Purchase Order (PO)/ Work Order (WO)/ Contract or lease Agreement, consisting of Scope of Work (SOW) and Order Value <i>Verification can be carried out by GSTN (in case required) through any appropriate means with the client as per the details provided by the Bidder. If the information furnished is found to be incorrect or forged then bid would be rejected.</i>
6	Non-blacklisting declaration	The owner/builder of the offered premises should not be blacklisted by any Central/ State Government/ agency of Central/ State Government /PSU / Autonomous Body/ any Regulatory Authority in India as on date.	Self-declaration from the owner/builder of the offered premises company letter head, signed by authorized signatory as per Annexure-V
7	No Deviation Certificate	No Deviation Certificate (NDC)	No Deviation certificate on bidder's company letter head as per Annexure-VI
8	Declaration of Acceptance of T&C	Declaration for submission of bid	Declaration as per Annexure-VII



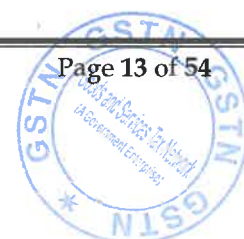
9	Office space Declaration	Offered office space/ building should not be more than Fifteen (15) years old as on date of Submission of Bid	Copy of the building's occupancy Certificate/completion certificate.
10	Additional documents	Copies of all applicable documents mentioned as below: - 1. Copy of Sale/ purchased/conveyance deed /Title / Lease deed holder documents of the offered space/ land/ building duly registered with the registrar in the name of owner/builder of the offered premises with all description if applicable. 2. Copy of approved/sanctioned layout. 3. Copy of latest paid property tax, if any. 4. Copy of latest paid electricity/water bill, if any. 5. Ownership / Lease holder details with percentages (if applicable). 6. NOC from appropriate authority for leasing of offered space (if applicable) 7. Fire NOC of the Building.	Self-attested copies of all applicable documents.
11	Integrity Pact	Integrity Pact as per Prescribed format	Annexure XII
12	Undertaking	Whether premises offered for rent is free from litigation/bankruptcy including disputes wrt ownership, pending taxes / electricity bills dues/lien etc.	Undertaking to be submitted on the letter head of owner/builder of the offered premises by Authorized Signatory Annexure XI
13	EMD	As per Section IV	Annexure-IX
14	Necessary documents	Checklist of all the documents	Annexure-XIII

2. Evaluation of Technical Bid

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

The steps for evaluation are as follows:

- I. Evaluation of Technical bid will be done only for bidders who succeed in Pre-qualification criteria.



- II. GSTN will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- III. The technical bid document will be evaluated as per the requirements specified in the tender and technical evaluation framework as mentioned in the tender.
- IV. Bidders will be asked to present their experience,
- V. GSTN reserves the right to check/validate the authenticity of the information provided in the pre-qualification and technical evaluation criteria and requisite support must be provided by the bidder.
- VI. Each Technical bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of 65 percent or more in each section and 70 percent or more overall will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.
- VII. The technical bid document will be evaluated as per the evaluation criteria mentioned in the table below:

The bidder's technical solution proposed in the technical evaluation bid document will be evaluated as per the evaluation criteria mentioned in the table below:

S.N.	Evaluation Criteria/Parameters	Requirement	Description	Total Marks	Minimum Qualifying Marks (Cut-off)
1	Location of the Office Space	Prominent Locality; easy accessibility, Wide approach road, Nearest Metro Station within 1 Km	If the distance of building from Metro Station is within 1 Km- 10 Marks marks shall be awarded, for extra 1 KM one mark will be deducted. (Shortest route as available on Google Maps in car mode, considering only the approach through main road)	10	=>6.5
2	Airport Connectivity	Proximity to Delhi Airport (IGI T1 terminal)	If the distance of building from Delhi Airport (IGI T1 terminal) is within 6 Km- 10 Marks marks shall be awarded, for extra 3 KM one mark will be deducted. (Shortest route as available on Google Maps in car mode, considering only the approach through main roads.)	10	=>6.5
3	General layout	The office space should be laid out in a single floor, should be clean, and well-lit with aesthetics that befit a corporate ambience	Single Floor- 10 Marks Two contiguous Floors with Lifts - 8.5 Marks Two non-contiguous floors with Lifts - 6.5 Marks More than Two Floor - 0 Marks	10	=>6.5
4	Availability of Lifts	Should be well ventilated and people accommodated with at least 24 people (excluding Service Lifts)	>=6 lifts for all floor - 15 Marks >= to 4 lifts for all floor- 10 Marks Less than 4 Lifts for all the floors- 0 Marks	15	=>9.75
5	Parking facilities	Parking within premises for 50 four	Equal to or more specified parking- 15 Marks	15	=>9.75

S.N.	Evaluation Criteria/ Parameters	Requirement	Description	Total Marks	Minimum Qualifying Marks (Cut-off)
	provided.	wheelers & 50 Two wheelers	• 45 cars & up to 45 Two-wheeler- 12 Marks • 40 cars & up to 40 Two-wheeler- 10 Marks • Less than 40 Cars and 40 Two-wheeler- 0 Marks		
6	Age, Quality of Construction	Offered office space/ building should not be more than Fifteen (15) years old as on date of bid submission	New Construction $\leq$ 5 years= 20 Marks Construction $\leq$ 10 years- 15 Marks Construction $\leq$ 15 years= 13 Marks Older than 15 years- 0 Marks	20	=>13
7	Site Visit	Basic Amenities like separate toilets for ladies and gents, lifts, Surroundings, Approach Road, Canteen, contiguous floors etc. Based on the site visit report, marks shall be awarded.		20	=>13
Total				100	=>70 (70%)

3. Commercial Bid Evaluation:

- All the technically qualified bidders will be notified to participate in the commercial bid opening process.
- The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- The bidder with lowest total cost will be awarded the order (LCS).

4. Commercial bid evaluation consideration:

- Only fixed price financial bids indicating total price, as specified in **Annexure-I**, Financial Bid/Price Schedule for all the services specified in this bid document will be considered.
- The bidder shall quote the price as per specified format for the entire project on a single responsibility basis. The price shall be quoted entirely in Indian Rupees and GST will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- For all the quoted prices and the numbers used during the process defined above, only two digits after decimal will be considered for calculation purposes and the same will be subject to standard rounding rules.
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A bid submitted with an adjustable price quotation or incomplete or conditional bid may be rejected as non-responsive.
- Any change in GST upward/downward as a result of any statutory variation in tax taking place within contract terms shall be allowed to the extent of actual quantum of Tax paid by the Service Provider. In case of downward revision in tax, the actual quantum of reduction of tax shall be reimbursed to GSTN by the Service Provider.



- f. In case of multiple bid submitted by same bidder before bid submission date, the latest bid will be considered for evaluation.
- g. In the event of 'tie' in L1 price between the bidders, LOA (Letter of Award)/PO (Purchase Order) will be awarded to the bidder having highest technical score.
- h. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - i. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
 - iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
 - iv. If, as per the judgment of GSTN, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of GSTN, the bid is liable to be rejected/ignored.

5. Appointment Of Service Provider (SP):

i. Award Criteria

GSTN shall issue the Work Order (WO)/Letter of Award (LOA)/Purchase Order (PO) directly to the owner/builder of the offered premises only and not to any consultant, broker, channel partner, or authorized representative. A responsive bidder with lowest total offered price(L1), will be awarded the contract.

The owner/builder shall sign and return a duplicate copy of the WO/LOA/PO to GSTN as acceptance within 7 working days from the date of issuance.

ii. Contract Finalization and Award

No financial transaction/payment shall be made by GSTN to any consultant, broker, channel partner, or intermediary. However, wherever required by GSTN, the consultant/authorized representative may facilitate discussions and negotiations between GSTN and the owner/builder.



SECTION-IV
INSTRUCTIONS TO BIDDERS

1. Eligibility of Builder/Owner and Authorized Vendor Partner for Participation in Bidding Process-

The bidder may participate in the bidding process either:

- (a) directly as the owner/builder of the offered premises; or
- (b) through an authorized vendor/channel partner duly authorized by the owner/builder through a valid authorization letter/power of attorney.

However, in case the owner/builder participates directly in the bidding process for a particular property/premises, the same owner/builder shall not authorize, quote, or permit any vendor partner/channel partner/representative to participate separately for the same property/premises in the present RFP.

Further, only one bid against a particular property/premises shall be permitted. Further, a bidder shall be permitted to submit only one proposal under this RFP, and submission of multiple proposals by the same bidder shall not be allowed. In case multiple bids are received for the same property/premises from the owner/builder and/or its authorized partner(s), all such bids shall be liable for rejection.

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

- a) The bidder shall furnish along with its proposal/bid, earnest money for amount as shown in the key details. The earnest money is required to protect GSTN against the risk of the bidder's withdrawal of bid or not signing contract after being declared as successful bidder.
- b) The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft
 - ii) Bank Guarantee (including e- Bank Guarantee)
 - iii) Banker's Cheque from any of the Commercial Banks
 - iv) Payment online in an acceptable form NEFT/RTGS- In case of NEFT/RTGS, please make online transaction in sufficient time before the date & time of bid submission. The bidder will be required to submit declaration (Refer Annexure VIII) clearly indicating the UTR No. & tender Ref. No along with Bid document. Failing to submit aforesaid declaration in case of NEFT/RTGS, such bids shall be considered ineligible and summarily rejected.
- c) The demand draft shall be drawn on any Commercial Bank in favour of the "Goods and Service Tax Network, New Delhi". In case of Bank Guarantee, the same is to be provided from any Commercial Bank as per the format specified under Annexure-III in this document.
- d) The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of bid as per Clause 4 of ITB is 180 days, the EMD shall be valid for 225 days from Technical Bid opening date. "Day" means calendar day.
- e) The EMD is interest free.
- f) The EMD of the successful & unsuccessful bidder will be returned upon successful handover of the property to GSTN.



- g) The bid submitted without EMD will be rejected without providing any further opportunity to the bidder concerned.
- h) The bidder shall extend the validity of the offer and EMD on request by Goods and Services Tax Network.
- i) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.

3. Venue & Deadline for submission of Bids:

- a) Bids, in its complete form in all respects as specified in the RFP, must be submitted to Goods and Services Tax Network (GSTN) as specified in the Key details Table.
- b) Goods and Services Tax Network (GSTN) may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids by issuing an Corrigendum/Corrigenda, in such case all rights and obligations of Goods and Services Tax Network (GSTN) and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4. Late Bids:

- (i) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned.
- (ii) The bids submitted by fax/ e-mail or any other manner which is not specified by GSTN shall not be considered. No correspondence will be entertained on this matter.
- (iii) GSTN shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- (iv) GSTN reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5. Validity of Quotation:

All bids must be valid for 180 days from the last date of submission of bids or as extended at the discretion of GSTN. A bid valid for a shorter period may lead to disqualification of the bidder. GSTN reserves the right to take appropriate action in this regard. If a bidder does not extend its bid in concurrence with the clause mentioned in this section, GSTN reserves the right to reject the submitted bid and the same will not be evaluated. GSTN reserves the right to extend such period(s) as it deemed fit, in view of time involved in procedural approvals.

6. Contract Period:

The contract duration will be for 09 years, from the date of property hand-over, subject to the performance and SLA adherence.

The Contract can be extended basis mutual agreement between both the parties

7. Signing of Contract/Lease agreement:

GSTN shall issue the Work Order (WO)/Letter of Award (LOA)/Purchase Order (PO) directly to the owner/builder of the offered premises only and not to any consultant, broker, channel partner, or authorized representative.



The owner/builder shall sign and return a duplicate copy of the WO/LOA/PO to GSTN as acceptance within 7 working days from the date of issuance.

No financial transaction/payment shall be made by GSTN to any consultant, broker, channel partner, or intermediary. However, wherever required by GSTN, the consultant/authorized representative may facilitate discussions and negotiations between GSTN and the owner/builder.

GSTN shall enter into a contract with the selected bidder as per the Contract form (Rs.100/- non-judicial stamp paper). The sample is provided in **Annexure - X** of this RFP, the actual contract shall be executed on the mutual agreement between both the parties. The contract has to be signed within 21 days from date of issuance of WO/ LOA, unless otherwise extended by GSTN.

8. Officer-In-Charge:

GSTN shall appoint an Officer-in-charge (OIC) for this project. He/she shall be single point of contact for all technical directions or decisions related to the project. Similarly, agency should also propose an Officer-in-charge for this project for all project related decisions.

9. Language:

The bid and all related correspondence and documents in relation to the bidding process shall be in English language.

Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder.

Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

10. Vendor Details:

The Agency to fill in the Agency detail form enclosed with this RFP Document as **Annexure-IV** and same may be forwarded along with Bid.

11. Acceptance of Terms & Conditions:

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

12. Goods and Services Tax Network's Right to terminate the Process:

- a) Goods and Services Tax Network (GSTN) reserves the right to accept or reject any Bid (or part of bid), and to annul the bidding process and reject all Bids at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by Goods and Services Tax Network.
- b) GSTN is accepting the bids on a no cost no commitment basis.
- c) Goods and Services Tax Network (GSTN) makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This RFP does not constitute an offer by Goods and Services Tax Network. The bidder's participation in this process may result in Goods and Services Tax Network (GSTN) selecting



the bidder to engage in further discussions and negotiations towards the issue of LOA. The commencement of such negotiations does not, however, signify a commitment by Goods and Services Tax Network (GSTN) to issue LOA or to continue negotiations. Goods and Services Tax Network (GSTN) may terminate negotiations at any time without assigning any reason.

13. Acceptance of part /whole bid/modification – Rights there of:

Goods and Services Tax Network (GSTN) reserve the right to accept or reject wholly or partly bid offer or modify the technical specifications/ quantities/requirements mentioned in this RFP including addition/ deletion of any of the item or part thereof before submission of bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. Goods and Services Tax Network (GSTN) also reserve the unconditional right to place order on wholly or partly bid quantity to successful bidder.

14. Costs to be Borne by the Bidder:

All costs and expenses (whether in terms of time or money) incurred by the intended bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by GSTN, will be borne entirely and exclusively by the bidder itself.

15. Cost of the Bid:

The cost of product/services agreed to be provided by the Service Provider under this Agreement shall be fixed during the Contract Period.

16. Tendering Expense:

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its RFP including preparation, mailing and submission of its Bid and for subsequent processing the same. GSTN will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

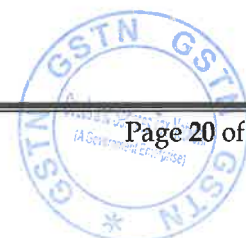
17. Contacting GSTN:

Any correspondence should be through the email IDs mentioned in Key Details section only, through writing. No correspondence with any other authority or email other than mentioned in the tender document shall be entertained or taken cognizance of.

In case a Bidder attempts to influence GSTN in GSTN's decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the proposal of the Bidder shall be liable for rejection. In addition, appropriate administrative actions may also be taken against that Bidder, as deemed fit by GSTN.

18. Alteration and Withdrawal of Bid:

- a) The bidder, after submitting its proposal/bid, is permitted to alter/modify its Bid as long as such alterations/modifications are received duly signed, sealed and marked like the original Bid, within the deadline for submission of bid. Alterations/modifications to Bids received after the prescribed deadline will not be considered.
- b) No Bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period.



19. Pre-Bid Meeting and clarifications:

19.1 Pre-Bid Meeting

- a) GSTN shall hold a pre-bid meeting with the prospective bidders as mentioned in “Key details”.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the officer(s) mentioned in this document by email only three (02) working days prior in **Excel format**.
- c) The queries should necessarily be submitted as per format in **Annexure –III**.
- d) GSTN shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by GSTN.

19.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) GSTN will endeavor to provide timely response to all queries. However, GSTN makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does GSTN undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, GSTN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.gstn.org and also on CPPP portal.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP/Tender.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, GSTN may, at its discretion, extend the last date for the receipt of Bid.

20. Authentication of Bids

The Bid should be accompanied by a Copy of Board resolution/Power-of-Attorney in the name of the signatory of the Bid.

21. Deviations

The bidder shall not provide for any deviations in the bid. If GSTN is of the opinion that the bid contains any deviation, then GSTN reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

22. Disqualification

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

- a. If the area offered is less than the area mentioned in Scope of Work Clause No. 1 of the RFP, in case of offered space is more than the area mentioned in the RFP, GSTN at its own discretion will ascertain the acceptability of the proposal.
- b. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- c. During validity of the proposal, or its extended period post Bid opening, if any, the bidder increases its quoted prices.



- d. The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- e. Proposal is received in incomplete form.
- f. Proposal is received after due date and time.
- g. Proposal is not accompanied by all the requisite documents.
- h. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- i. Financial bid is enclosed with the same envelope as technical bid.
- j. Opened Financial Bid / Financial Bid Envelope.
- k. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- l. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately
- m. If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

23. Evaluation Process

- i. GSTN shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- ii. The decision of GSTN in the evaluation of responses to the RFP shall be final. No correspondence will be entertained regarding the same outside RFP process.
- iii. GSTN may ask for meetings with the Bidders /presentations by bidders to seek clarifications on their Bids.
- iv. GSTN also reserves the right to reject any or all Bids on the basis of any deviations.
- iii. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

24. Fraud and Corrupt Practices:

The Bidder shall observe the highest standard of ethics during the bidding process and execution of the contract. The Employer will reject a proposal, terminate the contract, or take appropriate action if it determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or executing the contract.

For the purpose of this clause:

- Corrupt Practice means offering, giving, receiving, or soliciting anything of value to improperly influence the procurement process.
- Fraudulent Practice means any misrepresentation or suppression of facts to influence the bidding process.
- Collusive Practice means an arrangement between bidders to manipulate the bidding process.
- Coercive Practice means harming or threatening to harm a party to influence the procurement process.



If such practices are found, the Employer may reject the bid, terminate the contract, forfeit securities (if applicable), and/or debar the Bidder from future procurements, in accordance with applicable rules and laws.

25. Price Variation Clause:

No price escalation, additional charges, or variation in quoted rent shall be allowed during the contract period except for statutory taxes levied by Government authorities, which shall be payable as applicable.

All other costs related to maintenance, utilities, and services shall be governed as per the terms specified in the RFP.

26. Conflict of Interest:

The Bidder shall not have any conflict of interest that may affect the fairness, transparency, or integrity of the procurement process for hiring of office premises.

A Bidder shall be considered to have a conflict of interest if:

- The Bidder, or any of its directors/partners, has a relationship with any employee/official of the Employer that may influence the bidding process.
- The Bidder submits more than one bid, either directly or through related entities.
- The Bidder has participated as a consultant or advisor in the preparation of this RFP or related documents.
- The Bidder has any financial or business interest that could improperly influence its performance under the contract.

The Bidder shall disclose any actual or potential conflict of interest at the time of submission of the bid. Failure to disclose such conflict may lead to disqualification of the Bid or termination of the contract, as deemed appropriate by the GSTN .

The GSTN's decision in determining the existence of a conflict of interest shall be final and binding.



SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

1. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
2. Each page of the Bid document and papers submitted along with, should be numbered, signed and stamped by the authorized signatory as a token of acceptance of the terms and conditions laid down by GSTN.
3. The bidder shall quote for all the items of Financial Bid failing which the bid shall be considered nonresponsive, incomplete and bid will be summarily rejected.
4. Bid incomplete in any way will be rejected out rightly. Similarly conditional Bids will also be rejected out rightly.
5. Pre-Qualification and Technical Bids will be scrutinized, by the evaluation committee as constituted by GSTN to check all requisite and relevant documents and their authenticity. The Bidders who's Technical Bids are accepted will be informed about the date and time of opening the Financial Bids.
6. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), appropriate action will taken according to EMD terms.
7. Deviations and Exclusions: Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a 'No Deviation Certificate' (NDC) as per the format enclosed at **Annexure-VI**. The bids with deviation(s) are liable for rejection.
8. Bidder/Service Provider undertakes that it is compliant to Central/State minimum wages act at the time of execution of the Agreement. The Bidder/Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by them for this work and all other relevant and prevailing laws/regulations.

9. Insurance Requirements

The bidder shall, at its own cost, obtain and scope valid and adequate insurance coverage throughout the lease period, including but not limited to:

- a) Comprehensive Building Insurance covering structural damage, fire, earthquake, flood and other natural calamities;
- b) Third Party Liability Insurance covering injury, death or property damage arising out of the building premises;
- c) Fire and Special Perils Insurance for the entire building including common areas;

The insurance policies shall be kept valid for the entire duration of the contract/lease and renewed in a timely manner. Copies of valid insurance policies and renewal certificates shall be furnished to GSTN annually or whenever requested.

GSTN shall not be responsible for any structural damage, third-party claims, or losses arising out of building-related deficiencies. However, GSTN may insure its own movable assets, equipment, furniture, fixtures and IT infrastructure installed within the rent premises.

10. Stamp Duty

The Lease Deed/Agreement shall be executed and registered as per the applicable provisions of law. The Stamp Duty and Registration Charges (if applicable) shall be borne by the successful bidder.

11. Structural Stability & Safety Compliance

The bidder shall submit a valid Structural Stability Certificate issued by a licensed Structural Engineer confirming that the building is structurally safe and fit for commercial office use.

The bidder shall also ensure that:

- a) The building has a valid Completion Certificate and Occupancy Certificate issued by the competent authority;
- b) The building complies with all applicable building codes, fire safety regulations, seismic safety norms and municipal by-laws;
- c) The premises are safe for occupation and do not pose any structural or safety risk.

GSTN reserves the right to verify the structural safety of the building through independent inspection, if deemed necessary. Any deficiency observed shall be rectified by the bidder at its own cost prior to handing over possession.

12. Compliance with Municipal & Statutory Laws

The bidder shall ensure that the offered premises:

- a) Are approved for commercial office use by the competent municipal/local development authority;
- b) Are free from any legal encumbrances, unauthorized construction, zoning violations or regulatory non-compliance;
- c) Have all necessary approvals, licenses and No Objection Certificates (NOCs) including but not limited to Fire NOC, Municipal approvals, Environmental clearances (if applicable), and electricity/water connection approvals;
- d) Have all property taxes, municipal dues, and statutory charges fully paid up to date.

The bidder shall indemnify and hold harmless GSTN against any claim, penalty, loss or legal proceedings arising due to non-compliance with statutory or regulatory requirements relating to the building or premises.

In case of any regulatory violation leading to sealing, closure or restriction of use of the premises, GSTN shall have the right to terminate the lease without penalty and recover any consequential losses.



SECTION-V
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Force Majeure:

a) Definition

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

b) Measures to be Taken

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

2. Termination:

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

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

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

- (b) In case of any third party IPR breach arises against GSTN directly attributable to the actions of the Service Provider or confidentiality breach caused by the Service Provider or an act of negligence and/or willful misconduct by the Service Provider or any of its personnel.



In case of termination for cause, GSTN shall be entitled to recover loss and damages suffered by it on account for Service Provider's breach of the contract in terms of clause 8 herein.

- B. GSTN may terminate the Contract, upon written notice to the Service Provider, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.
- C. Termination for convenience: GSTN reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 90 days' to the Service Provider, at any time during the currency of the Contract.

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

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

3. Entire Agreement:

This Agreement together with all the Annexures referred therein, Letter of Award (LOA), Purchase Order (PO) and all the contents and specifications of the tender/RFP, constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation and corrupt practices.

It is further mentioned that GSTN reserves the right to negotiate a separate lease agreement in mutual agreement with the successful bidder.

4. Interest Free Security Deposit:

GSTN shall provide an interest-free Security Deposit equivalent to three (3) months' rent.

5. Lock-in Period:

The lease shall have a lock-in period of three (3) years from the date of issuance of LOA/PO. During the lock-in period, neither party shall terminate the lease except in the event of a material breach of the terms and conditions of the lease by the other party.

6. Debarment:

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



- iii. For a period not exceeding two years, if it determines that the bidder has breached the code of integrity as detailed in clause 5 herein.

7. Code of Integrity:

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

- (i) Prohibition of
 - (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) Obstruction of any investigation or auditing of a procurement process.
 - (h) Making false declaration or providing false information for participation in a RFP process or to secure a contract;
- (ii) Disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

8. Risk Purchase:

If the Service Provider (SP) fails to perform its obligations under this Agreement and does not cure such failure within 30 days of notice from GSTN (or such extended period as may be allowed by GSTN), or if the Agreement is terminated due to breach by the SP, GSTN may arrange alternate office space/services at the risk and cost of the SP.

Any such incremental cost incurred in the rendering the services from alternative source will be recovered from the undisputed pending due and Security Deposit/ Bank Guarantee provided by the SP under this Agreement and if the value of the services under risk purchase exceeds the amount of Security Deposit and/or Bank Guarantee, the same may be recovered if necessary by due legal process. The incremental cost that may be recovered by GSTN from SP under this clause shall be limited to 100% of the amount that was payable to SP for the non-delivered goods/services/deliverables. The liability of the SP under this clause shall be limited to 100% of the value of the unfulfilled services under the Agreement.



9. **Arbitration:**

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

10. **Indemnities and Limitation of Liability:**

The Service Provider shall indemnify GSTN without limitation, against all claims, denial of GST input credit, non-compliance of GST laws as a Service Provider, suits, liability which may arise against GSTN on account of any third party IPR breach and action or willful misconduct under the contract. Service Provider at its sole option may settle or compromise the action, claim or suit.

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

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

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

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

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

Nothing contained in this clause shall be construed to restrict GSTN's right to take appropriate legal action under applicable laws in case of any breach of applicable laws by the Service Provider.

11. **Non-Disclosure:**

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



12. Use of Contract Documents and Execution:

The bidder shall not, without GSTN's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of GSTN in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document shall remain the property of GSTN and all copies thereof shall be returned to GSTN on termination of the Contract.

Any development / deliverable done for GSTN shall be Intellectual Property of GSTN and source code and other details shall be shared with GSTN on termination of the Contract.

The bidder shall not, without GSTN's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

13. Privacy and Security Safeguards:

The successful bidder shall not publish or disclose in any manner, without the GSTN's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract or existing at any GSTN location. The successful bidder shall develop procedures and implementation plans to ensure that its resources involved in providing the services are cleared of all GSTN data at the time of removal from the services. The successful bidder shall also ensure that all its employees and associated staff who are involved in providing services or part of it shall not publish or disclose in any manner, without the GSTN's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract.

14. Confidentiality:

The Bidder acknowledges that during the course of this Agreement, it may receive or have access to confidential or proprietary information relating to the Goods and Services Tax Network (GSTN), its operations, systems, employees, affiliates, or business partners. The Bidder/Lessor shall treat all such information as strictly confidential and shall not disclose, publish, or otherwise make available such information to any third party without the prior written consent of GSTN.

The Bidder/Lessor shall use such information solely for the purpose of fulfilling its obligations under this Agreement and shall take all reasonable measures to safeguard its confidentiality. This obligation shall survive the termination or expiry of the Agreement.

Any breach of this clause may result in termination of the Agreement and initiation of appropriate legal action as deemed fit by GSTN.

15. Jurisdiction:

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

16. Duties and Taxes:

The rent quoted by the Bidder for hiring of office space shall be exclusive of applicable taxes. Any applicable statutory taxes, including GST, levied by the Central/State Government or any other statutory authority from time to time shall be paid by the Employer as applicable, subject to submission of a valid tax invoice.



The Owner/Lessor shall be responsible for payment of all other taxes, duties, cess, and statutory levies related to ownership of the property, including but not limited to property tax, municipal taxes, and other local levies.

Any increase or decrease in statutory taxes during the contract period shall be paid or adjusted as per the prevailing Government regulations. All other charges shall remain firm and fixed during the contract period, unless otherwise specified in the Agreement.

17. Change Requests / Modifications to Premises

In case of any additional space requirement during the lease term, GSTN may request the Owner/Lessor to provide additional/reduction space, subject to availability, at same rates. Such a change in requirement would be restricted to 25% of the total contract value.

During the lease period, GSTN may undertake reasonable modifications and fit-outs in the leased premises, including changes in layout, partitions, electrical fittings, networking arrangements, workstations, and other office infrastructure requirements, subject to prior intimation to the Owner/Lessor and provided that such modifications do not affect the structural integrity of the building or violate applicable laws.

GSTN shall bear the cost of such modifications unless otherwise mutually agreed. GSTN shall also have the right to install, modify, and remove its office equipment, fixtures, furniture, networking, and operational infrastructure during the lease period.

Upon expiry or termination of the Agreement, GSTN may remove such installations and restore the premises to its original condition, subject to normal wear and tear, unless otherwise mutually agreed.



SECTION VI

DELIVERY/HANDING OVER OF THE PREMISE AND PAYMENT

Delivery/Handing Over of the Premise:

The premises should be handed over to GSTN within 30 days of release of the LOA or PO. From the date of handover of the premises, the lessee shall be entitled to a rent-free fit-out period of six (6) months for carrying out interior works, installations, and other preparatory activities prior to commencement of operations.

Payment:

The quoted cost shall be inclusive of all applicable taxes, duties, levies, and cess, including but not limited to House Tax, Property Tax, and any other Government, Municipal, or local authority taxes/cess, excluding GST. The quoted cost shall also include maintenance charges, parking charges, and any rent escalation applicable during the lease period.

The owner shall raise GST compliant invoices for rent and maintenance charges in accordance with the applicable provisions of the GST laws. Any loss, denial, reversal or reduction of Input Tax Credit available to GSTN arising due to any act, omission, default, non-compliance, incorrect reporting, delayed filing of return or any other failure on the part of the owner shall be borne and reimbursed by the owner to GSTN along with any applicable interest, penalty or other charges incurred by GSTN.

It is clarified that GSTN shall not be liable to pay any charges other than the quoted lease consideration and the actual charges towards water, electricity, and/or PNG consumption, as per bills raised based on government-authorized meters. The successful Bidder shall provide separate sub-meters for the leased premises to facilitate accurate measurement and billing of such utility consumption.

The lease rent should be quoted in Indian rupees only.



Section VII

SERVICE LEVEL AGREEMENT (SLA) AND LIQUIDATED DAMAGES (LD)

S. No	Essential Services	Objective	Expectation	Compliance
1	Uninterrupted Electricity	Continuous Power supply with backup generators or UPS Systems	No downtime affecting business operations	
2	HVAC	Maintaining a conducive working environment	Proper installation, maintenance, and performance of HVAC facilities	
3	Lift Maintenance	Regular Servicing, Safety Checks, and Prompt repair of elevators	Safe, reliable, and efficient vertical transport, Maintenance as per the current Government Compliance	
4	Common Area Maintenance	Upkeep of lobbies, corridors, staircases, and landscaped areas.	Clean, well-lit, and welcoming shared spaces.	
5	Security Services	CCTV, access control, and trained guards.	Safe environment for staff and visitors. The CCTV coverage should not have any blind spots	
6	Housekeeping Services	Cleaning of shared facilities and restrooms.	Hygienic and professional workplace atmosphere.	
7	Utility Management	Water supply, plumbing, and transparent billing.	Reliable services with no hidden costs.	
8	Parking Facilities	Adequate, secure parking for employees and visitors.	Organized allocation and safety	
9	Waste Management	Proper disposal and recycling systems	Compliance with environmental standards.	
10	Compliance Support	Fire safety, building code adherence, and certifications.	Builder ensures legal and safety compliance.	
11	Facility Management	Dedicated staff for operational support.	Quick resolution of issues and smooth coordination.	
12	Emergency Services	Fire alarms, extinguishers, evacuation plans, and medical support.	Immediate response during crises.	

Note: There can be no compromise on the quality of services we expect from the provider. In the event of any phase where the quality of services falls short of expectations, appropriate action will be initiated until service levels are restored and maintained as required. The bidder is expected to comply with the extant guidelines imposed by local/ government authorities while meeting the standards for the delivery of above services.

Price Schedule- Annexure-I

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

Sr. No.	Component	Total Cost including GST
1	Component – A Yearly cost for office space	
2	Component - B. Additional Cost for Parking and Facility Running charges	
Total Bid price in INR including GST (A+B)		
In Words (Rupees _____)		

Note:

1. GST will be paid as applicable.
2. For the purpose of bid evaluation, the total cost quoted by the Bidder for the entire lease period of nine (9) years inclusive of all applicable charges and taxes shall be considered.
3. The quoted cost shall be inclusive of all applicable taxes, duties, levies, and cess, including but not limited to House Tax, Property Tax, and any other Government, Municipal, or local authority taxes/cess, excluding GST. The quoted cost shall also include maintenance charges, parking charges, and any rent escalation applicable during the lease period.
4. The lease rate quoted by the bidder shall remain unchanged during the period of contract.
5. The bidder is requested to quote in Indian Rupees (INR).

Date:
Place:

Signature with Stamp of Authorized Person
Full Name:
Company's Seal:



A. Yearly cost for office Premises

S. No.	Year	Rental	Super Area Offered in Sq. Feet*	Monthly Rent Rate per Sq. Ft. (Excl. GST) (₹)	Monthly Maintenance Rate per Sq. Ft. (Excl. GST) (₹)	Total Annual Amount Excl. GST (₹)	GST Amount @ 18% (₹)	Total Annual cost Including GST (₹)
A	B	C	D	E	F	$G = D \times (E+F) \times 12$	$H=G \times 18\%$	$I=G+H$
1	Year 1	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
2	Year 2	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
3	Year 3	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
4	Year 4	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
5	Year 5	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
6	Year 6	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
7	Year 7	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
8	Year 8	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
9	Year 9	Rental Rate per Sq. Ft of Super Area including maintenance, parking and all applicable taxes	XXX					
Sub Total (A)								

Per Year cost should include rental escalation charges as well (if any) & details need to filled as follows:-

Particulars	Mention frequency (Three years or above)	Mention Percentage
Rental Escalation percentage & frequency. The same needs to be taken into account while arriving in the yearly rent as mentioned in the table above.		



B. Additional Cost for Parking and Facility Running charges			
Sr. No	Particulars	UOM	Per unit rate with GST
1	Additional parking charges per Four-wheeler	Per Year	
2	Additional parking charged per Two-wheeler	Per Year	
3	Per Hour Facility running Charges for Non-Working days	Per Hour	
Sub Total (B)			

Willingness to provide Fit out and Interior	
Willingness to provide fit-out and interior works for the offered premises, either directly or through an authorized channel partner.	Yes/No



Request for Clarification format- Annexure-II

(To be submitted 02 working days prior to Pre – Bid Meeting in excel format only)

Bidder's Request for Clarification on.....			
Name of the Bidder submitting the request		Name and position of person submitting request	Full formal address of the bidder including phone, fax and email points of contact
S. No.	Tender Document Reference(s) (section number /page)	Content of tender requiring clarification	Points on which clarification required
1			
2			



RFP Response Cover Letter -Annexure-III

(Original signed copy on company letterhead)

[Date]

To,

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

Dear Sir,

Ref: Response to RFP for ‘.....’

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

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

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

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

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the GSTN is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSTN in its short-listing process.



We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

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

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

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

Dated this Day of

Signature:.....
Name:.....
Designation:.....

Vendor Information Form- Annexure - IV

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

Owner/builder of the offered premises Name:			
Address of the owner/builder of the offered premises			
Name & Designation of Authorized person			
Contact information	Mobile no:	Telephone No :	Email :
<u>Bank details of the owner /builder of the offered premises</u>			
Bank Name			
Bank Address			
Bank Account No			
IFSC Code			
PAN No.			
GST No.			

Signature with Stamp of Authorized Person

Date:

Place:

Full Name:

Company's Seal:



Non-Blacklisting Declaration-Annexure-V
(Original signed copy on Owner/ Builder of offered premises letterhead)

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

It is hereby certified that, owner/builder of the offered premises is not blacklisted by any Central/ State Government/ agency of Central/ State Government /PSU / Autonomous Body/ any Regulatory Authority in India as on date.

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

No Deviation Certificate (NDC)- Annexure-VI

(Original signed copy on bidder letterhead)

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

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Declaration-Annexure-VII
(Original signed copy on bidder letterhead)

1. I, Son /
Daughter of Shri
..... Proprietor / Partner / Director / Authorised
Signatory of competent to sign this declaration and
execute this bid document.
2. I have carefully read and understood all the terms and conditions of the bid and hereby
convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact
that furnishing of any false information / fabricated document would lead to rejection of my
bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Declaration for Payment- Annexure -VIII

(Original signed copy on company letterhead)

Amount deposited for the Tender Ref. No _____ date _____ on account of Earnest money amounting to Rs. _____ - vide Unique Transaction Reference (UTR No.) of RTGS/NEFT No..... dt..... on..... bank in favour of "Goods and Services Tax Network" payable at New Delhi having Bank Account No. 10003053874 with IDFC First Bank Limited, KG Marg, New Delhi-110001 (IFSC Code IDFB0020101).

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:



Format of Earnest Money Deposit- Annexure-IX

(To be submitted on the Bidder's Letter Head)

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

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

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

The conditions of this obligation are:

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

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

This guarantee will remain in force for a period of forty five days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date.

Date:

(Signature of Authorized Officer of Bank with Seal)

Name:

Designation

Please find below the Bank details of GSTN:

Bank: IDFC FIRST Bank

IFSC Code: IDFB0020101



Contract Form -Annexure-X

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

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

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

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

For and on behalf of
Goods and Services Tax Network

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

In the presence of (witness):

1)

2)

For and on behalf of
_____(name of company)

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

In the presence of (witness):

1)

2)

Undertaking -Annexure-XI

(Original signed copy on owner/ builder of the offered premises letterhead)

To,

Goods and Services Tax Network (GSTN)
East wing, 4th floor, World Mark -1, Aerocity,
New Delhi – 110037

Subject: Declaration regarding Legal Status of Premises Offered for Rent

I/We, _____ (Name of Owner/Authorized Signatory),
S/o/D/o _____, working at _____,
in the capacity of Owner / Authorized Representative of the premises situated at:

Full Address of Premises:

do hereby solemnly affirm and declare as under:

1. That I/We am/are the lawful owner(s) of the above-mentioned premises and have full legal right and authority to offer the said premises for rent/lease.
2. That the above premises is **free from any litigation, dispute, claim, charge, lien, attachment, encumbrance, or court case** of whatsoever nature as on the date of this declaration.
3. That no proceedings relating to **bankruptcy, insolvency, or winding up** have been initiated or are pending against me/us in respect of the said premises.
4. That there are **no disputes relating to ownership or title** of the premises.
5. That there are **no outstanding dues** towards:
 - o Property Tax / Municipal Tax
 - o Electricity Bills
 - o Water Charges
 - o Maintenance Charges
 - o Any Government or Statutory Authority dues
6. That the premises is not subject to any mortgage, hypothecation, charge, or lien in favor of any bank, financial institution, or third party.
(If mortgaged, details to be provided along with NOC from lender.)
7. I/We undertake to indemnify and keep indemnified [Name of Organization] against any loss, claim, damage, or legal consequences arising out of any incorrect statement or concealment of facts in this declaration.

I/We hereby declare that the information provided above is true and correct to the best of my/our knowledge and belief. In case any information is found to be false or incorrect, I/We shall be fully responsible for the consequences arising therefrom.

Place: _____

Date: _____

Signature: _____

Name: _____

Designation _____

Contact Number: _____



Integrity Pact – Annexure – XII

This Agreement (hereinafter called "this Integrity Pact") between, the **Goods and Services Tax Network** having its current Office at **4th Floor, Worldmark – 1, East Wing, Aerocity, New Delhi – 110037, India** (hereinafter called "**GSTN**", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the **First Part**

AND

"<**Name of Bidder Company**>", being the Builder/Owner of the offered premises or its duly authorized Vendor Partner/Consultant (hereinafter referred to as the "**Bidder**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the **Second Part**.

The Party of the First Part and the Party of the Second Part are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS GSTN proposes to select suitable office premises for its use, as specified in RFP No. <XX> (the "RFP"), and the Bidder, being the Builder/Owner of the offered premises or its duly authorized Vendor Partner/Consultant, is willing to offer such office premises in accordance with the requirements and terms and conditions set forth in the RFP;

WHEREAS the Bidder is a private company/ public company/Government undertaking/ partnership, constituted in accordance with the relevant law in the matter and GSTN is a government company;

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

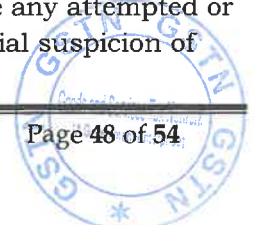
- (i) enabling GSTN to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and GSTN will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

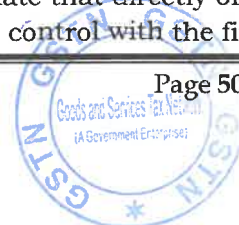
1. Commitments of GSTN

- (i) GSTN undertakes that no official of GSTN, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- (ii) GSTN will, during the pre-contract stage, treat all bidders alike and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- (iii) All the officials of GSTN will report to the appropriate government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.



2. In case any such preceding misconduct on the part of such official(s) is reported by the bidder to GSTN with full and verifiable facts and the same is prima facie found to be correct by GSTN, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by GSTN and such a person shall be debarred from further dealings related to the contract process as per GSTN policy. In such a case while an enquiry is being conducted by GSTN the proceeding under the contract would not be stalled.
3. Commitments of Bidders
- (i) Compliance of the Instructions of GOI/ Guidelines of CVC/ Others: The bidder undertakes that in case of its selection as the successful bidder, it shall perform its duties under the contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC, and provisions of the Procurement Manual/relevant instructions of GSTN, as applicable to the subject matter.
 - (ii) The bidder represents that it has the expertise to undertake the assignment/ contract and also has the capability to deliver efficient and effective advice/ services to GSTN under the contract in terms of the RFP.
 - (iii) The bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - a) The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of GSTN, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - b) The bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of GSTN or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the government.
 - c) The bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
 - d) The bidder shall disclose the payments to be made by it to agents/ broker or any other intermediary, in connection with this bid.
 - e) The bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to GSTN or any of its functionaries, whether officially or unofficially to the award of the contract to the bidder, nor has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation, except as permitted under the RFP.
 - f) The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments they have made, is committed to or intends to make to officials of GSTN or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - g) The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- h) The bidder will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
 - i) The bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by GSTN as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
 - j) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - k) The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - l) If the bidder or any employee of the bidder or any person acting on behalf of the bidder, either directly or indirectly is a relative of any of the officers of GSTN or alternatively, if any relative of an officer of GSTN has financial interest/ stake in the bidders firm, the same shall be disclosed by the bidder at the time of filing of tender.
 - m) The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of the Companies Act 2013.
 - n) The bidder shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of GSTN.
 - o) The bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - p) The bidder has not entered into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.
4. The bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:
- (i) The bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of GSTN, while rendering any advice or service.
 - (ii) The bidder shall act/ perform, at all times, in the interest of GSTN and render any advice/ service with highest standard of professional integrity.
 - (iii) The bidder undertakes that in case of its selection as the successful bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold GSTN's interest's paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
 - (iv) The bidder declares/affirms that it has not been hired by GSTN for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of GSTN. Without limitation on the generality of the foregoing, the bidder further declares/ affirms as set forth below:
 - a) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e., services other than consulting services) - The bidder has not been engaged by GSTN to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the bidder. The bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall



be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the bidder's obligations under a turnkey or design and build contract.

- b) Conflict among consulting assignments – The bidder understands that neither bidder (including their personnel), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the bidder. As an example, bidders assisting GSTN in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, bidders hired to prepare the RFP for an assignment shall not be hired for the assignment in question.
- c) Relationship with GSTN's staff – The bidder is aware that the contract may not be awarded to the bidder in case it is observed that it, including its experts and other personnel, has/have a close business or family relationship with a professional staff of GSTN (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the RFP for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to GSTN throughout the selection process and the execution of the contract.

5. Previous Transgression

- (i) The bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government department in India that could justify bidder's exclusion from the tender process.
- (ii) The bidder agrees that if it makes incorrect statement on this subject, bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

6. Accountability

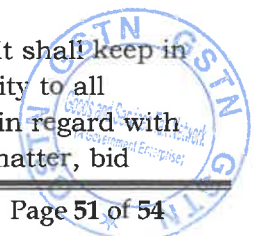
- (i) The bidder undertakes that in case of its selection as the successful bidder and assignment of the contract to the bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to GSTN, keeping in view norms of ethical business, professionalism, and the fact that such advice / services to be rendered by it for a consideration.
- (ii) The bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the bidder.

7. Personal Liability

The bidder understands that in case of its selection as the successful bidder, the bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The bidder shall be liable to GSTN for any violation of this Integrity Pact as per the applicable law, besides being liable to GSTN as may be provided under the contract to be executed.

8. Transparency and Competitiveness

The bidder undertakes that in case of its selection as the successful bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/bidders, while rendering any advice/service to GSTN, in regard with matters related to determination of design and specifications of the subject matter, bid



eligibility criteria and bid evaluation criteria, mode of tendering, tender notification, etc.

9. Co-operation in the Processes

The bidder shall cooperate fully with any provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy and/or service contract/any other matter related with discharge of contractual obligations by the bidder.

10. Sanctions for Violations

- (i) Any breach of the aforesaid provisions by the bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the bidder) shall entitle GSTN to take all or any one of the following actions, whenever required:
 - a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - b) The Earnest Money Deposit (in pre-contract stage) shall stand forfeited either fully or partially, as decided by GSTN and GSTN shall not be required to assign any reason therefore.
 - c) To immediately cancel/ terminate the contract, if already signed, without giving any compensation to the bidder.
 - d) To cancel all or any other contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to GSTN resulting from such cancellation /rescission and GSTN shall be entitled to deduct the amount so payable from the money(s) due to the bidder.
 - e) To debar the bidder from participating in future bidding process of GSTN for a minimum period of two year which may be further extended at the discretion of GSTN.
 - f) To recover all sums paid in violation of this Integrity Pact by bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - g) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by GSTN with the bidder, the same shall not be opened.
- (ii) GSTN will be entitled to take all or any the actions mentioned at para 10 of this Integrity Pact also on the Commission by the bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860/ Chapter XII of the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (iii) The decision of GSTN to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and conclusive on the bidder.

11. Fall Clause

The bidder undertakes that it has not lease out same offered premises/property at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that same offered premises/ property was lease out by the builder/owner/it's authorized vendor partner to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to GSTN, if the contract has already been concluded.

12. Disqualification & Forfeiture of EMD.- The bidder(s) agree(s) that:

- (i) Prior to award of contract or during execution of the contract, if the bidder (s) has/have committed any transgression/breach of this Integrity Pact, GSTN is entitled to disqualify the bidder(s) from the tendering process/terminate the contract.
- (ii) If GSTN disqualifies the bidders(s) from the tendering process prior to award of contract



under clause (a) above, GSTN is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.

(iii) After selection of the successful bidder and/or during execution of the contract, any breach/violation by the successful bidder of this Integrity Pact under clause (i) above shall entail punitive actions against the bidder.

(iv) It is agreed that the decision of GSTN regarding forfeiture of EMD/any punitive actions shall be final and binding.

13. Facilitation of Investigation-

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, GSTN shall be entitled to examine all the documents including the Books of Accounting of the bidder and the bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction-

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject to the exclusive jurisdictions of the Courts at New Delhi.

15. Other Legal Action

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Arbitration/s and shall await the decision of the Arbitration/s in the matter.

16. Validity

(i) The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both GSTN and the bidder, including warranty period, whichever is later. In case bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of this Integrity Pact.

(ii) Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month, and year and at the place mentioned herein below.

For & On Behalf of GSTN
(Official Seal/stamp)

Place: _____

Date: _____

Witness:

(Name & Address):

For & On Behalf of the Bidder
(Official Seal/stamp)

Place: _____

Date: _____

Witness:

(Name & Address):

Check list of the documents to be submitted with bid- Annexure XIII

Sr. No.	To be Submitted/Provided by Owner/ builder of Offered Premises on it's letterhead	To be submitted by Vendor Partner on it's Letter head
1.	Letter of Authorization/Power of Attorney/Board Resolution	Tender response covering letter as per Annexure-II
2.	Bid in two parts, Technical bid and Financial bid. Soft copy (pen drive) of Technical Bid.	Vendor information form as per Annexure-IV
3.	All pages serially numbered, signed & stamped on each page and <i>Hard/Spiral bound</i> .	No Deviation Certificate as per Annexure-VI
4.	Audited Balance sheet of last three years with details of annual turnover, profit & loss account etc. and/or CA Certificate	Declaration as per Annexure-IX
5.	Copy of Certificate of Incorporation, GST Certificate.	Integrity Pact as per Annexure- XII
6.	Documents in support of work / contracts fulfilled along with their values in support of the experience.	
7.	Supporting Documents in response to Technical Criterion	
8.	Non-blacklisting Declaration as per Annexure-V	
9.	Undertaking as per Annexure XII	

In case the bidder is Owner/Builder of Offered Premises whole document needs to be submitted by the bidder on its Letterhead.

