



**Request for Proposal for  
Black Box Vulnerability Analysis,  
Penetration Testing (VAPT) and Internal  
Network Segmentation Testing**

**GOODS AND SERVICES TAX NETWORK**

Corporate Office: 4<sup>th</sup> Floor, World Mark-1 (East Wing), Aerocity, Delhi – 110 037

Tel: 011-49111200, Fax: 011-49111210 [www.gstn.org](http://www.gstn.org)

**CIN: U72200DL2013NPL249988**

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## SECTION – I

### NOTICE INVITING TENDER (NIT)

Dated: 27<sup>th</sup> February, 2018

To,

**Subject: Invitation of sealed bids for “Black Box Vulnerability Analysis, Penetration Testing (VAPT) and Internal Network Segmentation Testing”**

1. Goods and Services Tax Network (GSTN) is a Section 8 (under new companies Act, not for profit companies are governed under section 8), non-Government, private limited company. It was incorporated on March 28, 2013. The Government of India holds 24.5% equity in GSTN and all States of the Indian Union, including NCT of Delhi and Puducherry, and the Empowered Committee of State Finance Ministers (EC), together hold another 24.5%. Balance 51% equity is with non-Government financial institutions. 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 performing **“Black Box Vulnerability Analysis, Penetration Testing (VAPT) and Internal Network Segmentation Testing”**.
3. Bidder may download the tender enquiry documents from the web site [www.gstn.org.in](http://www.gstn.org.in) and submit its tender by utilizing the downloaded document.

## KEY DETAILS

Tender reference number	GSTN/P&C/CISO/BBT/10-2017/P-20
Name of work	<b>Black Box Vulnerability Analysis, Penetration Testing (VAPT) and Internal Network Segmentation Testing</b>
Place of availability of Tender document	Web site of GSTN: <a href="http://www.gstn.org">http://www.gstn.org</a> Any further amendment to Tender will placed on website only
Pre-bid Meeting details	<b>06<sup>th</sup> March, 2018 at 11:30 hrs.</b> at Goods and Services Tax Network "East wing, 4th floor, World Mark -1, Aerocity, New Delhi – 110037 Clarifications to be submitted as per format at <b>Annexure-VIII</b> and minimum two days in advance of pre-bid meeting.
Last date, time & place for submission of tender	<b>20<sup>th</sup> March, 2018 upto 15:00 hrs.</b> Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037
Bid opening details	Technical Bids shall be opened on <b>20<sup>th</sup> March, 2018 at 15:30 hours</b>
Opening of Financial bids	The date of opening of financial bids will be informed separately to successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive.
Earnest Money Deposit (EMD)	<b><u>Earnest Money Deposit (EMD) :</u></b> <b>Rs.75,000/- (Rupees Seventy Five Thousand only)</b> The EMDs shall be in the form of a Demand Draft/ Bank Guarantee drawn from any scheduled bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi branch and should be valid for a period of forty-five days beyond the bid validity period.  The EMD of unsuccessful Bidders will be returned by GSTN after submission of Performance Bank Guarantee by the successful agency to whom the contract is awarded.  Any bid not accompanied by the EMD shall not be considered.

Envelope details	<p>The bidders must submit the bids under <b>2 bids system</b> i.e.</p> <ul style="list-style-type: none"> <li>i. <u>Envelope-I</u>: Technical bids containing all technical details along with EMD except Financial bid.</li> <li>ii. <u>Envelope-II</u>: Financial bid as per the price schedule format annexed at <b>Annexure-I</b></li> <li>iii. Both the bids must be submitted in two different sealed envelope and submitted.</li> </ul> <p>The envelope should clearly indicate the Name of the Bidder and his address. The Bidder has the option of sending the bid by Speed/Registered Post, in person only. GSTN takes no responsibility for delay, loss or non-receipt of bids within the stipulated date &amp; time. Bids submitted by any other mode will not be accepted.</p>
Address for communication	<p>The SVP (P&amp;C)  Goods and Services Tax Network  4th floor, East wing, World Mark -1,  Aerocity, Delhi - 110037  <a href="mailto:pramod.somnathe@gstn.org.in">pramod.somnathe@gstn.org.in</a>  <a href="mailto:anirudh.rawat@gstn.org.in">anirudh.rawat@gstn.org.in</a>  Tel: 011-49111311/49111347</p>

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 the purchase organisation, 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**

**Pramod B Somnathe  
Sr. Vice President (P&C)**

## SECTION – II

### DETAILS OF REQUIREMENT

#### 1. PURPOSE OF RFP

The purpose of this RFP is to identify vulnerabilities, misconfiguration and other issues that could be leveraged by an external or internal entity (or user) to impact the confidentiality, integrity and availability of GST systems or exploit it for personal gains, either from internet or GST's internal network. GSTN wants to perform Black-box assessment over GST applications and its ecosystem.

Potential bidders are henceforth referred to as "Bidders" in this document.

#### 2. SCOPE OF WORK

The scope of work is to identify and assess the overall security of GST application(s) and its ecosystem, which includes GST System DCs, NDC's, Indian States and UT's and other Government Offices where GSTN has deployed network devices. The local networks / DCs of Indian States and UTs, Other Government Offices which is not managed by GSTN is excluded from the scope.

The project is divided into five phases, describes as below;

- 1. Phase 1: Initiation of the project.** The Bidder, when on-boarded is required to commence the project, team members should be introduced, approach, methodology, tools to be used and project plan should be discussed and agreed with GSTN stakeholders.
- 2. Phase 2: Black-Box External Penetration Testing -** The Bidder, when on-boarded will be required to assess and review the Internet facing infrastructure of GST system i.e. its public IP addresses. This phase will consist of following sub-phases.
  - I. Network Reconnaissance.** The Bidder, during commencement of this phase is required to identify Internet facing IP addresses of GST system to perform rest of the activities in Phase 1. Bidder is also required to identify if those IP addresses are listed in global malicious databases for performing illegitimate cyber activities.
  - II. Foot printing.** The Bidder should be able to identify network services exposed over GST system's public IP addresses. This should also be able to identify if the services blocked by network security solutions could also be exposed to internet.
  - III. Vulnerability Analysis and Penetration Testing (VAPT).** The Bidder should identify the known security vulnerabilities on GST system's public IPs and attempt to penetrate it in order to compromise Confidentiality, Integrity and Availability of the system. The bidder is allowed to use

known licensed version of the VAPT tools from their public IP in order to perform the assessment.

**IV. Exploitation.** For known vulnerabilities, the Bidder, with permission of GSTN, may attempt to exploit the system to gain access over it or to demonstrate extraction of sensitive data from the system. The bidder must take prior approval from GSTN for the exploitation.

**V. Reporting.** The bidder shall submit report to GSTN for the activities performed during the phase as per the format agreed with GSTN.

**3. Phase 3: Black-box Internal Penetration Testing.** The bidder, should perform internal network penetration testing of GST system. In order to facilitate the activity, GSTN will provide remote site connectivity to GST system from GSTN headquarter via a remote VPN system. This phase consists of following sub phases.

**I. Network Reconnaissance.** The Bidder, during commencement of this phase is required to identify IP addresses of GST system to perform rest of the activities in Phase 1.

**II. Foot printing.** The Bidder should be able to identify network services exposed over GST system's IP addresses. This should also be able to identify if the services blocked by network security solutions could also be exposed to internet.

**III. Vulnerability Analysis and Penetration Testing (VAPT).** The Bidder should identify the known security vulnerabilities on GST system's and attempt to penetrate it in order to compromise Confidentiality, Integrity and Availability of the system. The bidder is allowed to use known licensed version of the VAPT tools only in order to perform the assessment.

**IV. Exploitation.** For known vulnerabilities, the Bidder, with permission of GSTN, may attempt to exploit the system to gain access over it or to demonstrate extraction of sensitive data from the system. The bidder must take prior approval from GSTN for the exploitation.

**V. Reporting.** The bidder shall submit report to GSTN for the activities performed during the phase as per the format agreed with GSTN.

**4. Phase 4: Internal Network Segmentation Testing.** The Bidder, post completion of Phase 3, should evaluate Internal Network Segmentation Controls of GST system. The Bidder, thus has to identify the possibilities of unauthorized access from one Network Segment to another Network Segment. The Bidder will be provided one testing from each network segment of GST system to check for Internal Network Segmentation

**5. Phase 5: Re-test and Consultation Services.** The Bidder, after completion of Phase 2, Phase 3 and Phase 4 activities, need to provide consultation for remediation of identified vulnerabilities as and when required. The bidder thus also need to re-test the systems tested in Phase 2 and Phase 3 and confirm that the vulnerabilities reported by the Bidder are closed.



If required, GSTN may ask the Bidder to perform a demonstration of the vulnerabilities or to provide training and awareness sessions to GSTN employees

### 3. DETAILED SCOPE OF WORK AND DELIVERABLES

#### 3.1. Phase 1: Initiation.

After on boarding, Bidder should perform the following activities:

- a. Conduct an opening meeting demonstrating their capabilities for successful and timely completion of the project. The opening meeting shall include the following:
  - b. Present a project plan with realistic timelines for every Phase, sub-phase and activity.***
- c. Introduce the team to the GSTN stakeholders including team hierarchy, escalation matrix and qualification of on-boarded team. The bidder should also discuss the time spent by team on-site and off-site.
- d. Bidder should provide their IPs used for testing, GSTN will monitor connection from those IPs and would not report them as malicious. This doesn't mean that any special privilege is provided on the testing IP. GSTN however will make necessary arrangements to prevent the testing IP being blacklisted or grey-listed in global IP databases.
- e. The bidder may share their requirements for the project, however the scope of the project or any sensitive information, including but not limited to, internal or external IP addresses, domain names, user credentials, software versions etc. will not be shared with the bidder.
- f. The bidder is required to submit inception report at the end of Phase 1.

#### 3.2. Phase 2: Black-box External Penetration Testing.

The Bidder has to perform one (1) External Penetration Testing (Black-box) over GST system and is required to complete following sub-phases during this Phase.

##### I. Network Reconnaissance.

1. The bidder needs to identify GST system public IPs in order to identify the scope of Phase 2.
2. The bidder may utilize techniques as per their choice and capability to identify GST systems public IPs. This may include but not limited to social engineering, public forums etc.
3. Access of GST systems impersonating as GST partners (states, union territories, GSP systems) is **NOT permitted**.
4. The bidder may seek confirmation on identified Internet facing IPs for testing. Non GST IPs if reported in final report, will not be considered for evaluation or payment. GSTN will only respond as 'Yes' or 'No' to IPs

identified by Bidder, no additional information will be provided to the bidder including IPs not discovered by the Bidder.

5. The Bidder must also provide the global IP checks such as IP reputation, malware and spamming activities etc. about identified public IPs in scope.

## **II. Foot Printing.**

1. The Bidder should identify the network services on Internet facing IP addresses identified during Network Reconnaissance.
2. No changes to GST system's network configuration will be done for testing IPs used by bidder, except GSTN will not report of malicious traffic from testing IP in global malicious IP databases.
3. The Bidder, if possible, identify all the network services on public IPs along with their version, port and protocol and report it in final report.

## **III. Vulnerability Analysis and Penetration Testing (VAPT).**

1. The Bidder should identify the security flaws, issues, misconfiguration, and vulnerabilities etc., hereafter collectively known as issues over in-scope IPs, identified during Network Reconnaissance.
2. The Bidder should use valid licensed tools and incur the cost of the same to perform the vulnerability analysis and penetration testing. The list of tools or scripts used must be shared with GSTN in advance.
3. The Bidder should confirm the issues present on Internet facing IPs of GST systems and report them in final report, as mentioned in section **V. Reporting** of Phase 2.
4. The Bidder should identify the risk related to the issues and provide recommendations and/or work around to fix the issue.
5. Any issue identified with results in major impact on Confidentiality, Integrity or Availability of GST system, should immediately be informed to GSTN.

## **IV. Exploitation**

1. The Bidder should identify the exploitable issues and may attempt to exploit the issue **only** after confirmation from GSTN. GSTN may reject the approval for exploitation depending upon its impact over production environment, in such cases the vulnerability will be accepted as successfully exploitable.
2. The Bidder must provide the details of issue and its impact along with time, efforts and resources required for exploitation to GSTN. A time frame will be agreed with Bidder for exploitation.
3. Exploits resulting in service downtime such as Denial of Service attacks, complete data loss will require exclusive permission from GSTN.

4. Any sensitive information obtained due to exploitation should be stored securely, accessible to authorized persons on need to know need to do basis in consultation with GSTN and should not be disclosed to any person or party other than GSTN.

## **V. Reporting**

1. Bidder should submit the report at the end of phase 2 as per the template and format agreed with GSTN.
2. The report should capture all the observations, issues and vulnerabilities identified during **Phase 2**.
3. The report, for each identified issue should contain the following, but not limited to:
  - Description of issue
  - Impact
  - Risk rating as High, Medium or Low
  - Risk score (CVSS or CWSS score as applicable or risk score agreed with GSTN)
  - Evidence / screenshot of the issue
  - Recommendations, Architectural suggestions, Technical solutions or workarounds to fix the issue
4. The report will be reviewed by GSTN for quality and content against the following parameters, weighted as follows:

<b>Sr.No.</b>	<b>Parameter</b>	<b>Weightage</b>
1.	Presentation of report including extent of topics covered and storyboarding	15%
2.	Demonstrating complete coverage of GST application and ecosystem	10%
3.	Descriptive Audit Trails of different activities performed during Phase 2. This may include failed test cases if they involved significant effort. For example, Bidder can present descriptive cases of spear-phishing or other similar attacks.	20%
4.	Detailed description of all identified issues and their recommendation / work around	10%
5.	Recreation of reported issues (at least two-third) based upon audit trail provided by the bidder	10%
6.	Successful exploitations and their impact along with its audit trail	15%

7.	Partial and unsuccessful exploitations and their impact, supported by confirmed vulnerability along with their audit trails	10%
8.	High Risk and Medium Risk vulnerabilities	10%

GSTN may require discussion on report in order to assess it over above mentioned parameters. The bidder thus required to demonstrate or recreate the issues during discussion for proper evaluation of the report.

GSTN will impose liquidated damages based upon the quality of report. Liquidated damages will be imposed as follows:

<b>Report Quality</b>	<b>Liquidated Damages</b>
85% and above	0 (Zero)
70% to 85%	2% price of the contract value
Below 70%	5% price of the contract value

### **3.3. Phase 3: Black-Box Internal Penetration Testing.**

The Bidder has to perform one (1) Internal Penetration Testing (Black-box) over GST system. GSTN will provide Bidder the access to GST system via. Remote VPN connection from GSTN headquarter at Aerocity, New Delhi. The Bidder need to complete following sub-phases during this Phase.

#### **I. Network Reconnaissance.**

1. The bidder needs to identify GST system private IPs in order to identify the scope of Phase 3.
2. The bidder may utilize techniques as per their choice and capability to identify GST systems private IPs. This may include but not limited to social engineering etc.
3. Access of GST systems impersonating as GSTN user or partner (states, union territories, GSP systems) is not permitted.
4. The bidder may seek confirmation on identified IPs for testing. Non GST IPs if reported in final report, will not be considered for evaluation or payment. GSTN will only respond as 'Yes' or 'No' to IPs identified by Bidder, no additional information will be provided to the bidder including IPs not discovered by the Bidder.

#### **II. Foot Printing.**

1. The Bidder should identify the network services on private IP addresses identified during Network Reconnaissance.
2. No changes to GST system's network configuration will be done for testing IPs used by bidder.

3. The Bidder, if possible, identify the network services along with their version, port and protocol and report it in final report.

### **III. Vulnerability Analysis and Penetration Testing (VAPT).**

1. The Bidder should identify the security flaws, issues, misconfiguration, and vulnerabilities etc., hereafter collectively known as issues over in-scope IPs, identified during Network Reconnaissance.
2. The Bidder should use valid licensed tools and incur cost of the same to perform the vulnerability analysis and penetration testing. The list of tools or scripts used must be shared with GSTN in advance.
3. The Bidder should confirm the issues and report them in final report, as mentioned in **V. Reporting of this Phase 3.**
4. The Bidder should identify the risk related to the issues and provide recommendations and/or work around to fix the issue.
5. Any issue identified with results in major impact on Confidentiality, Integrity or Availability of GST system, should immediately be informed to GSTN.

### **IV. Exploitation.**

1. The Bidder should identify the exploitable issues and may attempt to exploit the issue only after confirmation from GSTN. GSTN may reject the approval for exploitation depending upon its impact over production environment, in such cases the vulnerability will be accepted as successfully exploitable.
2. The Bidder must provide the details of issue and its impact along with time required for exploitation to GSTN. A time frame will be agreed with Bidder for exploitation.
3. Exploits results in service downtime such as Denial of Service attacks, complete data loss will require exclusive permission form GSTN.
4. Any sensitive information obtained due to exploitation should not be disclosed to any person or party other than GSTN.

### **V. Reporting**

1. Bidder should submit the report at the end of phase 3 as per the template and format agreed with GSTN.
2. The report should capture all the observations, issues and vulnerabilities identified during Phase 3.
3. The report, for each identified issue should contain the following, but not limited to:
  - Description of issue
  - Impact
  - Risk rating as High, Medium or Low

- Risk score (CVSS or CWSS score as applicable or risk score agreed with GSTN)
  - Evidence / screenshot of the issue
  - Recommendation or workaround to fix the issue
4. The report will be reviewed by GSTN for quality and content against the following parameters, weighted as follows:

<b>Sr.No.</b>	<b>Parameter</b>	<b>Weightage</b>
1.	Presentation of report including extent of topics covered and storyboarding	15%
2.	Demonstrating complete coverage of GST application and ecosystem	10%
3.	Descriptive Audit Trails of different activities performed during Phase 2. This may include failed test cases if they involved significant effort. For example, Bidder can present descriptive cases of spear-phishing or other similar attacks.	20%
4.	Detailed description of all identified issues and their recommendation / work around	10%
5.	Recreation of reported issues (at least two-third) based upon audit trail provided by the bidder	10%
6.	Successful exploitations and their impact along with its audit trail	15%
7.	Partial and unsuccessful exploitations and their impact, supported by confirmed vulnerability along with their audit trails	10%
8.	High Risk and Medium Risk vulnerabilities	10%

GSTN may require discussion on report in order to assess it over above mentioned parameters. The bidder thus required to demonstrate or recreate the issues during discussion for proper evaluation of the report.

GSTN will impose liquidated damages based upon the quality of report. Liquidated damages will be imposed as follows:

<b>Report Quality</b>	<b>Liquidated Damages</b>
85% and above	0 (Zero)
70% to 85%	2% price of the contract value
Below 70%	5% price of the contract value

### **3.4. Phase 4: Internal Network Segmentation Testing.**

This phase should begin only after phase 3. In this phase the bidder should test for possibilities to access different network segments from provided network segment. Bidder has to perform following activities in this phase:

1. Bidder will be provided with one testing IP address from each internal network segment of GST and list of Internal Network Segments for Internal Network Segmentation Testing.
2. The Bidder need to verify list of accessible devices from testing IP address to other Internal Network Segments.
3. The Bidder need to submit the list of devices on other network segments accessible from the testing IP address.
4. A formal report should be submitted to GSTN for Internal Network Segmentation Testing as per the format and template agreed with GSTN.

### **3.5. Phase 5: Re-test and Consultation Services.**

The bidder should consultation services to remediate the issues identified during the project. The nature of such services is limited to:

- a. Provide guidance to GSTN regarding closure of the identified issues,
- b. Re-create or demonstrate the exploits,
- c. Provide professional trainings / awareness to GSTN staff related VA/PT as required by GSTN.
- d. Perform re-test to verify closure of vulnerabilities identified in Phase 2, Phase 3 and Phase 4 of the project.
- e. Bidder should submit the closure report and lesson learned report for the project.

## **4. RESOURCE DEPLOYMENT**

The profiles, both in number and nature are mentioned below. Additional resources that are deployed by the BIDDER for the deliverables specified in the RFP must be of similar quality with relevant industry certifications and possessing experience of similar durations. The decision on additional number of these resources and their respective deployment duration is on the sole discretion of BIDDER and is to be proposed as per its technical proposal.

Bidder should comply with the resource qualification as per the table below. Any deviation in the resource post selection shall be approved by GSTN.

<b>Sr. No.</b>	<b>Resource</b>	<b>No. of Resource</b>	<b>Exp. (years)</b>	<b>Qualification</b>
1	Project Manager	1	Min. 10 years	<ul style="list-style-type: none"> <li>Education: B.E. / B. Tech / B.S / MCA / M. Tech / MBA degree or equivalent. Should be an experienced program manager. PMP / CISM or equivalent (desirable).</li> </ul>

				<ul style="list-style-type: none"> <li>• 10+ years of relevant experience in managing all aspects of a large advisory/ program management, managing enterprise scale clients in Security Technologies Implementation, Operations and testing related advisory work.</li> <li>• Shall be responsible for managing the complete project and the team. Shall take ownership of entire scope of work as defined in this RFP. This person will be the nodal point of communication with GST.</li> <li>• Ability to interact with Executive Management in a business language to explain the risks, business impact and mitigation strategies and with the BIDDER team in a technical language to explain the controls and monitoring strategies.</li> </ul>
2	Security Analytics SME as the Head of Security Testing Project	1*	Min. 8 years	<ul style="list-style-type: none"> <li>• Education: B.E/B. Tech / B.S / MCA / MBA/ M. Tech degree or equivalent. Should be a certified auditor.</li> <li>• 8+ years of overall experience with at least 6 years of relevant experience in Vulnerability Analysis, Penetration Testing and/or forensics. Must have experience in managing at least 3 projects for large, enterprise scale Clients.</li> <li>• Shall be responsible for overall execution of this project.</li> <li>• Must have worked with Government, Critical Infra Clients or Banking/ Financial services Clients.</li> </ul>



3	Security Analyst, should have at least 3 of below mentioned certifications mentioned in Pre-qualification criteria.	3*	Min. 5 years	<ul style="list-style-type: none"> <li>• Education: B.E/B. Tech / B.S / MCA / MBA/ M. Tech degree or equivalent. Should be a certified auditor.</li> <li>• At least 5 years of experience in Assessing and execution of Vulnerability Analysis and Penetration Tests over large computer networks.</li> <li>• Must have worked with Government/ Critical Infra Clients or Banking/ Financial services Clients.</li> </ul>
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*\*Minimum headcount to be deployed in GSTN premises during the phases of Internal Penetration testing onwards*

## SECTION – III

### EVALUATION PROCESS

Except the public opening of bid, information relation to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

#### 1. Pre-qualification criteria

Sr. No.	Parameter	Criteria	Evidence to be Submitted	Document provided YES/NO
1	Legal Entity	A Company/ Limited Liability Firm registered in India, along with a valid GST registration having business/expansion in India has been in operation for a period of at least Five (5) years at the time of bid submission.	Copy of Certificate of Incorporation and valid tax registration documents	
2	Resources	The Bidder should have its operations in India and have at least 50 professionals with certifications on their roll at time of bidding within the criteria mentioned below:  a) At least 5 (combination of any 3 certifications) GXPN/OSCE / OSEE/OSWE/OSCP/GPEN /CEPT certified professionals in India and globally respectively. AND  b) At least 5 (combination of any 3 certifications) LPT/ CEH / CHFI/ GSEC /CISSP	Certificate from HR / Copy of Certificates	
3	Financials:	a) The Average Annual Turnover of the bidder should be minimum Rs.2.0 (Two) crores	Audited Balance sheet and Profit &	

		during the last three financial years ending on 31 <sup>st</sup> March, 2017 via. Security testing and relevant consultation services.	Loss A/c of last three years: 2016 - 2017 2015 - 2016 2014 - 2015 and Certificate from the statutory auditor.	
4	Work Experience	<p>The Bidder should have provided Security testing and relevant consultation services to Banking/Financial and/or Critical Infrastructure institutions.</p> <p>Example of Security testing and relevant consultation services: - Vulnerability Analysis, Penetration Testing, Social Engineering, Red Teaming, technical Audits, Assessments, Training and Forensics</p> <p>During the last 7 years, the bidder should have successfully completed similar works of either of the following value:-</p> <p>a) The bidders should have successfully completed <b>one</b> similar work costing not less than the amount equal to Rs.20.0 lakh or more. OR</p> <p>b) <b>Two</b> similar completed works costing not less than the amount equal to Rs.12.50 Lakh or more. OR</p> <p>c) <b>Three</b> similar completed works costing not less than the amount equal to Rs.10.00 Lakh or more</p>	Copy of Work Order/ Contract/ Engagement Letter and Proof of completion/ Client Certificate/ Certificate from the Statutory auditor.	

5	Blacklisting	Bidder should not have been blacklisted by Govt. of India/ State Government/ Central PSU at the time of bid submission date	Self-declaration from the bidder in company letter head, signed by authorized signatory	
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*A. Please attach copies of relevant financial statements and audited accounts for the last three financial years as stated above.*

*B. Agencies not meeting the Pre-Qualification Criteria will be rejected.*

## 2. Evaluation of Technical Bid

The committee shall evaluate the technical proposal as indicated in this section and award marks to each bidder.

1. Evaluation of Technical bid will be done only for bidders who succeed in Pre-qualification criteria.
2. 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.
3. The technical bids will be evaluated as per the evaluation criteria mentioned in the table below:

Sr. No.	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
1	Bidder's Experience	300	>=130 (65%)
2	Proposed Solution	250	>=228 (65%)
3	Approach & Methodology	125	>=81 (65%)
4	Resource Planning, Project Governance & Key personnel proposed	225	>=146 (65%)
5	Technical Presentation	100	>=65 (65%)
<b>Total</b>		<b>1000</b>	<b>&gt;= 700 (70%)</b>

4. 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.
5. Each Technical bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a technical score of **65 percent or more** in each point No. 1 to 5 of above table 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.
6. The final normalized technical score of the bidder shall be calculated as follows:

***Normalized Technical Score of a bidder = {Technical Score of that bidder/Score of the bidder with highest technical score} X 1000 (adjusted to 2 decimals)***

## 2.1 Bidder's Experience

### **Part-A**

Citation	Citation Details	Documentary Evidence	Marks Allotted
Experience in Security services	<p>Bidder must have experience in providing security testing and consultation services to reputed organization with two single order with minimum value of INR. 30 Lakhs in Banking /Financial/ Critical Infra organization / Government Organization / large customers in India. Order copy shall be submitted in this regard.</p> <p>The marks for citations shall be awarded as under :-</p> <ul style="list-style-type: none"> <li>For each completed project, 25 marks shall be awarded. Maximum 4 completed citations shall be considered.</li> <li>For each in progress citations of project, 10 marks shall be awarded. Maximum 5 citations shall be accepted for in progress projects. (Therefore, Bidder is expected to have at least 2 completed projects to attain maximum marks for citations).</li> <li>10 additional marks for each citation of completed or in progress projects for PSU / Government sector. Maximum of 2 such citations shall be accepted.</li> <li>30 Marks for experience of bidder. <ul style="list-style-type: none"> <li>Experience more than 5 years: 20 marks</li> <li>3 to 5 years: 15 marks</li> <li>Investments in security Tools/Technology and research activities: 10 marks</li> </ul> </li> </ul>	<p>Copy of work order + Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity); OR Work Order + Phase Completion Certificate from one of the Directors of the bidding entity/client certificate OR Records of Research papers /CVEs /Patents / Developed exploits etc. from industry known sources</p>	200
<b>TOTAL</b>			<b>200</b>

## **Part-B**

Citation	Citation Details	Documentary Evidence	Marks Allotted
Experience in Security services	A. The Bidder having a recognition letter from Government/PSU for executing projects related to Security testing and relevant consultation services.	Relevant data to be submitted	20
	B. The Bidder must have performed security testing over large and nationwide networks. <i>2 citations: 20 marks each.</i>	Relevant data to be submitted	40
	C. Bidder should have active participation in Global Information Security communities, have their employees actively participating in programs like hackathon, Bug Bounty etc. <i>2 citations: 20 marks each.</i>	Relevant data to be submitted	40
<b>Total</b>			<b>100</b>

## **2.2 Proposed Solution**

#	Citation	Areas to be demonstrated	Documentary Evidence	Marks Allotted
1	Overall Solution	Detailed approach of the solution consisting of following: <ul style="list-style-type: none"><li>• Selection methods for tools</li><li>• Resource selection</li><li>• Timelines for execution</li><li>• Number of test cases executed by the Bidder</li><li>• Number of entries submitted by Bidder's</li></ul>	List of tools to be used by vendor  List of test cases for penetration testing  Acknowledgement for bug / zero day submissions	250

		employees in Bug Bounty, hackathons etc. • Number of zero days reported by Bidder • Governance of project	
<b>Total</b>			<b>250</b>

## 2.3 Approach and Methodology

#	Criteria	Criteria Details	Marks Allotted
1.	Approach for the project.	Approach for project execution and bidder's plan for performing the required services as detailed in scope of work in the RFP and to meet the scope of work, execution goals, timelines and desired SLAs	125
<b>TOTAL</b>			<b>125</b>

## 2.4 Resource planning, Project Governance and Key personnel proposed

For a project of such a large scale and complexity, it is imperative that Bidder shall deploy experiences professionals to ensure successful execution of this project. The Bidder will in its proposal include the names and detailed curriculum vitae of their key personnel along with the copies of professional certificates, who will be working full time on this project.

Note: All resources deployed on the project will be Indian citizens only.

#	Criteria	Criteria Details	Marks Allotted
1.	Resource Planning, Project Governance & Key personnel proposed	Bidder would be evaluated for Resource Deployment Plan & Governance Structure Average 60 Good 80 Very 90 Good Excellent 100 (50 marks for resource deployment plan and 50 marks for governance structure)	100



2.	Project Manager	Shall fulfil basic minimum qualification as mentioned in section II (point No.4) of this RFP in terms of <ul style="list-style-type: none"><li>• Education Qualification</li><li>• Number of professional Certifications from list mentioned in Pre-qualification criteria.</li><li>• Total experience</li><li>• Experience in similar assignments</li></ul>	25
3.	SME as the Head of Operations		25
4.	Security Analysts (Network Penetration)		75
TOTAL			225

## 2.5 Technical Presentation

#	Criteria	Criteria Details	Marks Allotted
1.	Approach for execution of the project.	The presentation will be delivered by the bidder's nominated Program Manager. Bidder needs to commit 100 percent time availability of key personnel proposed from the day 1 of the project. In case the team is not committed to the project the bid may be rejected by GSTN. The project sponsor from the bidder's organization shall be present during the presentation. Wherever there is problem in providing name or cost of project due to Non-disclosure agreements with the clients, the bidder can provide a certificate from an independent auditor or Company Secretary. The bidder has to provide an undertaking that to this effect.	100
<b>TOTAL</b>			<b>100</b>

## 3. Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in commercial bid opening process.

- b) 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.
- c) Commercial bids that are not meeting the condition mentioned in this document shall be liable for rejection.
- d) The normalized commercial score of the technically qualified bidders will be calculated, while considering the commercial quote given by each of the bidders in the commercial bid as follows:

***Normalized Commercial Score of a bidder = {lowest discounted quote/ bidders discounted quote} X 1000 (adjusted to 2 decimals)***

**Example:**

Bidders	Commercial quote given by bidders (In lakhs)	Calculation	Normalized Commercial Score
Bidder-1	110	$(110/110)*1000$	1000
Bidder-2	140	$(110/140)*1000$	785.7
Bidder-3	160	$(110/160)*1000$	687.5
Bidder-4	130	$(110/130)*1000$	846.1

1. Errors and rectification: Arithmetical errors will be rectified on the following basis:
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **4. Final Score Calculation through QCBS**

The final score will be calculated through Quality and Cost selection method based with the following weight-age:

Technical: 70%  
Commercial: 30%

**Final Score** = (0.70\*Normalized Technical Score) + (0.30\* Normalized Commercial Score)

**Example:**

<b>Bidders</b>	<b>Normalized technical score</b>	<b>Normalized commercial score</b>	<b>Final Score (70:30)</b>
Bidder-1	926.3	1000	948.4
Bidder-2	947.3	785.7	898.8
Bidder-3	842.1	687.5	795.7
Bidder-4	1000	846.1	<b>953.8</b>

1. The bidder with the highest final score shall be treated as the successful bidder.  
In the above example, bidder-4 will be treated as successful bidder.
2. In the event the final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value bidder for award of the project.
3. Any conditional bid would be rejected

## **SECTION – IV**

### **RULES OF ENGAGEMENT**

Bidder is required to adhere the following:

- a. The resource(s) identified to manage the engagement should perform the activities from GSTN Headquarter, located at 4<sup>th</sup> Floor, Worldmark-1, Aerocity, New Delhi.
- b. Since the assessment is Black Box, GSTN will not provide any detail about the in-scope systems and devices or their locations for both Phase 1 and Phase 2 activities. The Bidder however may seek confirmation for scope after their analysis in Phase 1 and Phase 2, GSTN will respond as YES or NO for each identified IP, no additional information will be shared with Bidder.
- c. The bidder is allowed to use various means such as social engineering in order to confirm the scope or identify vulnerabilities onto the system, however the same should be reported appropriately into the final report.
- d. The bidder is required to submit periodic update in the form of tracker or report at defined interval, as agreed with GSTN.
- e. The bidder is required to provide weekly update on the identified vulnerabilities to GSTN.
- f. The bidder should disclose any high-risk security flaw or vulnerability immediately as and when identified.
- g. All the data generated / obtained / captured / used by bidder during the activity shall be disclosed with authorized personals including Service Provider's organization, on need to know need to do basis, post explicit permission from GSTN.
- h. Bidder shall share the mechanisms and controls for securing the GST system related information/data which may be collected pre/during and post completion of this activity, with GSTN.
- i. All the data generated / obtained / captured / used by bidder during the activity shall not be disclosed to third party i.e. person or organization except GSTN, throughout and beyond contract duration.

- j. The Security testing plan, methodology, approaches, tools, technologies, final report template for both Internal and External Network Penetration Testing and other phases should be agreed with GSTN.
- k. Under no circumstances, the activities shall not impact GSTs Business As Usual processes.
- l. Under no circumstances the Bidder should store, process, transmit or relay GST's data. All the data generated during the period of contract will be GSTN's property.
- m. The Bidder should share any scripts, special software, applications, programs, macros etc. used during the project with GSTN.
- n. The bidder shall share and then securely delete all the data related to this assignment, post completion of the activities under this RFP and provide self-certification confirming the same in consultation with GSTN.

## SECTION – V

### SERVICE LEVEL AGREEMENTS AND PENALTIES

Sr. No.	Item	Penalty
1	Delay in submission of reports	The Bidder must submit the report within the stipulated time, failing which the penalty at the rate of 1% per week or part there of the total contract value subject to maximum of 10%, after which job / work order may be cancelled and EMD/Security Deposit may be forfeited.
2	System compromised due to Vulnerabilities existing during project but not discovered by the Bidder	If any system reviewed by Bidder deployed at GST is defaced or corrupted and is proved to be caused through a vulnerability not highlighted in the report, the concerned Bidder shall be charged penalty equivalent to Work order value and/or any other expenses arising out of litigation on GSTN. Repository of audited systems will be maintained. Vulnerability reported will be related to known vulnerabilities as on date of report submission, defacement due to new vulnerabilities discovered post submission of the report will not be considered here.
3	Downtime of GST systems due to testing	If GST system fails to respond due to network traffic, exploitation (without permission) or data corruption by the Bidder. GSTN may impose a penalty of INR. 25000 per 15 minutes of GST system and services downtime.
4	False appropriation of documents	If the documents of the deployed resource do not match the minimum qualifications mentioned in <b>Section II (point No.4) of this RFP</b> or if the Bidder's resource has submitted forged or false documents, then the PBG will be forfeited and the contract will be terminated. Additionally, legal action may be initiated against the Bidder and the empanelled auditing agency according to the prevalent laws.
5	Data theft/ Leakage/un-authorized modifications/ deletions/ replay etc. incident	For every data theft incident involving the auditing resource deployed by the Bidder a penalty of INR 5,00,000 (Rupees Five Lakh only) shall be imposed along with punishment

		applicable under the legal provision of the country and the state prevailing at the point of time.
6	Sub-Contracting by Bidder	Sub-Contracting of resources is not permitted and if found guilty then a penalty of INR 5,00,000 (Rupees Five Lakh only) would be applicable on the agency at each instance and appropriate legal action would be initiated against it.
7	Breach of confidentiality and contractual terms	In case of breach of confidentiality agreement and contractual terms of this RFP, the Bidder will be subjected to proceedings as per law of the land. The penalties in this regard will be as per the instructions of court or out of court settlement between GSTN and the Bidder. And also, the PBG submitted by agency shall be encashed.

## SECTION – VI

### INSTRUCTIONS TO BIDDERS

#### 1. Bid Security (EMD - Earnest Money Deposit):

Bidders shall submit, along with their Bids, EMD (amount specified in the tender notification table) in the form of a Demand Draft/ Bank Guarantee drawn from any Scheduled bank in favour of Goods and Services Tax Network (GSTN) payable at New Delhi branch and should be valid for a period of forty-five days beyond the bid validity period. EMD in any other form will not be accepted. EMD in the shape of Bank Guarantee must be submitted in the format provided at **Annexure-III**.

- a) The EMD is interest free.
- b) The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by GSTN at the earliest post signing of agreement and submission of the PBG by the successful bidder.
- c) The bid submitted without EMD, mentioned above, will be rejected without providing any further opportunity to the bidder concerned.
- d) The bidder shall extend the validity of the offer and EMD on request by GSTN.
- e) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.
- f) Bid security is exempted to bidders registered with NSIC/MSME or Startups as recognised by Department of Industrial Policy & Promotion (DIPP), subject to submission of valid registration document.

#### 2. Bid Price:

- a) The prices should be quoted in Indian Rupees, failing which the bid would be rejected. The price shall be written both in figures & words in the prescribed offer form.
- b) The rates quoted by the bidder shall be fixed for the duration of contract and shall not be subject to adjustment on any account.
- c) Incomplete and/or conditional bids shall be liable to rejection.
- d) Prices should be quoted as per price schedule enclosed at **Annexure-I**.

#### 3. Venue & Deadline for submission of proposals

- i. Proposals, in its complete form in all respects as specified in the RFP/Tender, must be submitted to Goods and Services Tax Network (GSTN) as specified in the Key details Table.
- ii. Last Date & Time of submission: As given in the Key details Table



- iii. Goods and Services Tax Network (GSTN) may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which 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**

Bids received after the due date and time as specified in the Tender Notification Table (including the extended period if any) for any reason whatsoever, shall not be entertained by GSTN.

#### **5. Validity of bid:**

Bid shall remain valid for a period of **180 days from** the date of bid opening.

#### **6. Contract agreement**

The successful firm / company will be required to execute an agreement on Rs.100/- Non-judicial stamp paper with GSTN within 21 days of the date of the award letter. In case the successful firm / company fails to enter into the agreement with GSTN within 21 days, the EMD deposited by such firm / company shall stand forfeited without giving any further notice. Format of contract form/agreement is enclosed at **Annexure-VI**.

#### **7. Performance Security/Bank Guarantee**

The successful firm/ company will have to deposit a Performance Bank Guarantee (PBG) @ **10% of the contract value** on a non-judicial stamp paper of appropriate value and from any scheduled bank **within 15 days from the date of award of contract**. The format of Performance Bank Guarantee would be provided to the successful agency on release of LOA/PO.

Performance Security should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

The proceeds of the performance security shall be payable to the GSTN as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If the successful Bidder fails to furnish a Performance Bank Guarantee, the contract may be terminated forfeiting EMD and shall be debarred from participating in the re-tender of the work.

## 8. Delivery schedule:

The security testing work should start within a week of award of work and shall be completed within six months from date of award of work.

## 9. Payment schedule:

The payment schedule will be as given below:-

Category	Milestone	Deliverable	Payment
<b>Phase 2</b>	Black-Box External Network Penetration Test	Black-Box External Network Penetration Test Report	25% payment of total Project Cost
<b>Phase 3</b>	Black-Box Internal Network Penetration Test	Black-Box Internal Network Penetration Test Report	25% payment of total Project Cost
<b>Phase 4</b>	Internal Network Segmentation Testing	Internal Network Segmentation Testing Report	25% payment of total Project Cost
<b>Phase 5</b>	Re-test and Consultation Services	Closure Report Lesson Learned Report	25% payment of total Project Cost

The agency shall get the acceptance certificate of the work/deliverables from GSTN Officer-in-charge/SPOC and then submit the invoice along with acceptance certificate(s) duly signed by Officer-in-charge of GSTN to Procurement & Contracts Division of GSTN. Payment will be released as per above milestones within 30 working days of receipt of the invoice along with Acceptance Certificate (signed by GSTN Officer-in-charge) and all requisite documents. Copy of Acceptance Certificate shall be sent to the successful agency along with LOA/PO.

## 10. Penalty

In case of delay/failure by the agency, the penalty @ 1% of contract value per week or part thereof shall be imposed, subject to maximum of 10% of the contract value. In case the penalty exceeds 10%, GSTN reserves the right to cancel the contract.

This penalty shall be levied in addition to existing/other LD/penalty clauses. The penalty clause will not be applicable in case there is delay/issue from GSTN side.

## **11. Officer-in-charge**

GSTN shall appoint an Officer-in-charge for this project. He / she shall be single point of contact for all technical directions or decision related to the work/project. Similarly, Agency should also propose an Officer-in-charge for this project for all technical resolutions and work/project related decisions.

## **12. 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.

## **13. Discrepancies in prices**

- a) 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.
- b) 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
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- d) If, as per the judgement 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 ignored.

## **14. Agency details**

The Agency to fill in the vendor detail form enclosed with this Tender Document as **Annexure–IV** and same may be forwarded along with quotation.

## **15. 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-V**. The bids with deviation(s) are liable for rejection.

## **16. Acceptance of terms & conditions**

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

## **17. GSTN's Right to terminate the Process**

- a) Goods and Services Tax Network (GSTN) reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of 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) GSTN makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This RFP/Tender does not constitute an offer by Goods and Services Tax Network. The bidder's participation in this process may result in GSTN selecting the bidder to engage in further discussions and negotiations toward issue of LOA. The commencement of such negotiations does not, however, signify a commitment by GSTN to issue LOA or to continue negotiations. GSTN may terminate negotiations at any time without assigning any reason.

## **18. Confidentiality:**

All technical particulars supplied by GSTN to the Supplier are to be kept confidentially and no part of it should be shared with anyone other than the authorized persons, without express written permission from GSTN.

## **19. 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 three years.
- iii. For a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

## **20. 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. The bidder should execute the NDA within 15 days from the date of the LOA/PO. Format of NDA is annexed at **Annexure-VII**.

## **21. 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, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts 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 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 Purchase order.

## **22. Termination**

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

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

- i. The Service Provider fails to deliver the services or perform the works within the timelines specified in the Contract; or
- ii. The Service Provider commits breach of any of the terms and conditions of this Contract; or
- iii. The Serious discrepancy in the quality of service is observed; or
- iv. 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 or confidentiality breach caused by the Service Provider or wilful misconduct of the Service Provider.

In case of termination for cause, GSTN shall be entitled to recover loss and damages suffered by it on account for Services Provider's

breach of the contract which will be limited to 100% amount of contract value.

**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 60 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 by the Service Provider and accepted by GSTN up to the date of termination of the Contract.

## **23. Tendering Expense**

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid 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.

## **24. Alteration and Withdrawal of bid**

24.1 The bidder, after submitting its bid, is permitted to alter / modify its bid so long as such alterations / modifications are received duly signed, sealed and marked like the original bid, within the deadline for submission of bids. Alterations / modifications to bids received after the prescribed deadline will not be considered.

- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the earnest money furnished by the bidder in its bid.
- 24.3 Acceptance of part / whole bid / modification – Rights there of GSTN reserves the right to accept or reject wholly or partly bid offer, or modify the specifications / quantities / requirements mentioned in this tender including addition / deletion of any of the item or part thereof after pre-bid, if any, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. GSTN also reserves the unconditional right to place order on wholly or partly bid quantity to successful Bidder.

## **25. Contacting GSTN**

From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact GSTN for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

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

## **26. 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 tender:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bid should be ink signed with original stamp of the bidder. Bid having print of scanned signature will not be considered and would be rejected.
- d) The bidder's proposal is conditional and has deviations from the terms and conditions of tender.
- 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) EMD not enclosed in the Technical bid.
- 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.

## **27. Entire Agreement**

This Agreement together with all the Annexures referred therein, Letter of Award/Purchase Order and all the contents & specifications of tender, constitute the entire agreement between the Parties with respect to their subject matter, and so 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 practice.

## **28. Conflict in Terms**

In the event of any conflict between any two or more terms of this Agreement, the term more favourable for GSTN, shall be final.

## **29. Indemnities and Limitation of Liability:**

The Service Provider shall indemnify GSTN without limitation, against all claims, suits, liability which may arise against GSTN on account of any third party IPR breach or Service Provider's confidentiality breach or wilful misconduct under the contract.

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

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.

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

### **30. 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 LOA/Purchase order 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 subject to the provisions of clauses mentioned here 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.

### **31. Jurisdiction**

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

### **32. Taxes:**

Any increase or decrease in the rates of applicable taxes or any new levy on account of changes in law shall be payable as per actuals.

## SECTION – VII

### GENERAL CONDITIONS OF CONTRACT

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. The bidder shall submit financial bid in the format given at **Annexure-I** failing which the bid shall be considered nonresponsive, incomplete and bid will be summarily rejected.
3. Bid incomplete in any way will be rejected out rightly. Similarly conditional Bids will also be rejected out rightly.
4. 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.
5. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
6. All the rates quoted by the bidder shall remain unchanged during the period of contract.
7. The contracting firm / company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other firm / agency / company without the prior written consent of the GSTN.
8. The bidder will be bound by the details furnished by him / her to the GSTN while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
9. The contracting Firm / Company shall ensure that the individual manpower proposed for deployment in the GSTN conforms to the technical specifications of age, educational and skill qualifications prescribed at in the TENDER. GSTN may conduct interview / test of the deployed resources.

10. The contracting firm / company shall ensure that the personnel deployed are medically fit and it shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
11. The contracting firm / company shall provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed in the GSTN premises & their loss reported immediately to both the contracting firm / company and the GSTN.
12. The contracting firm / company shall be responsible for proper conduct of his personnel in GSTN office premises. In case of any damage / loss / theft etc. to the property of GSTN which is caused by the personnel deployed by the contracting firm / company, the contracting firm / company will either be liable to make good the loss on the basis of the value of the property as determined by GSTN or the same could be recovered from the performance guarantee/ monthly payments due to the contracting firm / company.
13. The contracting firm / company's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the successful contracting firm / company commits any act of omission/commission that amounts to misconduct/ indiscipline /incompetence, the successful contracting firm / company will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the GSTN.
14. The contracting firm / company shall replace immediately any of its personnel who is found unacceptable to the GSTN because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the GSTN. The delay in providing a substitute beyond five working days would attract a penalty @ 1% per day of the contract value on the contracting firm / company subject to a maximum of 10% of the contract price. Once the maximum is reached, the contracting firm may consider termination of the contract.
15. The contracting firm / company shall immediately provide an equally or more qualified substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ 1% per day of the contract value on the contracting firm / company subject to a maximum of 10% of the contract price. Once the maximum is reached, the contracting firm may consider termination of the contract.

16. It will be the responsibility of the contracting firm / company to meet medical or any other requirement(s) in respect of the persons deployed in the GSTN and the GSTN will have no liabilities in this regard.
17. For all intents and purposes, the contracting firm / company shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the GSTN. The persons deployed by the contracting firm / company in the GSTN shall not have claims any Master and Servant relationship against GSTN.
18. The contracting firm / company shall be solely responsible for the redress of grievances/ resolution of disputes relating to person deployed. The GSTN shall, in no way, be responsible for settlement of such issues whatsoever.
19. The GSTN shall not be responsible for any financial or other injury to any person deployed by the contracting firm / company in the course of their performing the functions / duties, or for payment towards any compensation.
20. The persons deployed by the contracting firm / company shall not claim nor shall be entitled for pay, perks and other facilities admissible to regular/confirmed employees of the GSTN during the currency or after expiry of the contract.
21. In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting firm / company shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the GSTN.
- 22. The contracting firm / company will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the GSTN.**
23. The contracting firm / company shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to GSTN to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting firm / company fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the GSTN is put to any loss/obligation, monetary or otherwise, the GSTN will deduct the same from the monthly bills and or the Performance Security Deposit of the firm / company, to the extent of the loss or obligation in monetary terms.

24. The Tax Deduction at Source (T.D.S.) (for the payments to be made to the selected firm/company) shall be made as per the provisions of Tax Department, as amended from time to time and a certificate to this effect shall be provided to the contracting firm / company by the GSTN.
25. The Performance Security Deposit can be forfeited by order of the Competent Authority of the Office of Goods and Services Tax Network, New Delhi in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order by the firm / company to whom contract has been awarded.
26. The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified GSTN from all or any claims, losses, demands, damages etc., which GSTN may or is likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor.
27. The GSTN reserves the right to withdraw/relax any of the terms and conditions.

**PRICE SCHEDULE**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>	<b>Tax (% &amp; amount)</b>	<b>Total amount with tax</b>
		<b>A</b>	<b>B</b>	<b>C=A+B</b>
1.	Black box Security Testing as per the scope of work mentioned at Section-II 'Details of requirement'			
	<b>TOTAL</b> <b>(Rupees _____)</b>			

Date

Place

Authorised Signatory

Name &amp; Designation:

Seal

**Tender Response Cover Letter**

Original signed copy on company letterhead

[Date]

To,

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

Dear Sir,

**Ref: Response to RFP for 'Black Box Vulnerability Analysis, Penetration Testing (VAPT) and Internal Network Segmentation Testing'**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for '**Black Box Vulnerability Analysis, Penetration Testing (VAPT) and Internal Network Segmentation Testing**' as required and outlined in the RFP and agree to abide by this response for a period of six months from the last date for submission of RFP response.

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.

<b>Details</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>	<b>Executive Contact</b>
Name:			
Title:			
Company Name:			
Address:			
Phone:			
Mobile:			
Fax:			
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 ..... 2017.

Signature:.....

Name:.....

Designation:.....

**Bank Guarantee format for Earnest Money Deposit**

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation/bid dated \_\_\_\_\_ against GSTN RFP/Tender for \_\_\_\_\_ (hereinafter called the "RFP") 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 validity of this 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 furnish the Performance Security for the due performance of the contract; or
  - b) Fails or refuses to accept/execute the contract; or
  - c) 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 RFP validity and any demand in respect thereof should reach the Bank not later than the above date.

Date:

(Signature of Authorized Officer of Bank)  
Name:  
Designation  
Branch Address:  
Seal:

## Annexure - IV

### **Vendor Information Form**

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

Agency Name:				
Address of the Agency				
Name & Designation of Authorised person				
Contact information	Mobile no:	Telephone No :	Fax No:	Email :
<b><u>Bank details of the Agency</u></b>				
Bank Name				
Bank Address				
Bank Account No				
IFSC Code				
PAN No.				
TIN No.				

Signature & Stamp of the Bidder

Date:

**No Deviation Certificate (NDC)**

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:

Address:

Seal:

Date:

**Contract Form**

(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 Service Provider") of the other part:

WHEREAS the Service Recipient is desirous that certain Goods/Services should be provided by the Service Provider, viz. \_\_\_\_\_ (Brief description of Goods and Services) and has accepted a bid submitted by the Service Provider 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 and in Section III & Section V in 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 offer and price schedule submitted by the Service Provider:
  - b. the schedule of requirement and the specifications mentioned in various **Sections** of the above referred Bidding Document:
  - c. The terms and conditions in the above referred Bidding Document:
  - d. The Service Recipient's Letter of Award (LOA)/Contract No. \_\_\_\_\_ dated \_\_\_\_\_.
3. In consideration of the payments to be made by the Service Recipient to the Service Provider as hereinafter mentioned, the Service Provider 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.
4. The Service Recipient hereby covenants to pay the Service Provider in consideration of the provision of the Goods / Services and the remedying of defects

therein, the contract Price or such other sum as may become payable under the provisions of the LOA at the times and in the manner prescribed in the 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.

Signed, Sealed and Delivered by the said Goods and Services Tax Network (For and on behalf of the Service Recipient) in the presence of:

1)

2)

Signed, Sealed and Delivered by the said M/s. \_\_\_\_\_  
(For and on behalf of Service Provider) in the presence of:

1)

2)

**Confidentiality & Non-Disclosure Agreement**

This Confidentiality Agreement ("Agreement") is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2017 between:

Goods and Services Tax Network, a company registered under Section 8 (under new companies Act, not for profit companies are governed under section 8) having its registered office at 4th Floor, Worldmark – 1, East Wing, Aerocity, New Delhi – 110037, India (Hereinafter referred to as "GSTN", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assign);

AND

M/s \_\_\_\_\_, ("\_\_\_\_\_"), a company incorporated under the \_\_\_\_\_, having its Registered office at \_\_\_\_\_, (Hereinafter referred to as "Receiving Party", which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns);

(Hereinafter individually referred to as "Party" and collectively referred to as "Parties")

**RECITALS:**

- A. GSTN is desirous to hire the "Receiving Party" of the SECOND PART for certain services ("Services"). The Receiving Party has agreed to provide the said Services by entering into a separate agreement ("Service Agreement") for that purpose. During the time of negotiation and after the execution and term of the aforesaid Service Agreement, while the Receiving Party will be providing the aforesaid Services to GSTN, GSTN may disclose certain confidential information with Receiving Party which could be sensitive, critical and peculiar to its business.
- B. This Agreement looks at determining and regulating the disclosures made by GSTN hereto of confidential information in connection with the negotiations and execution and performance of the Service Agreement between the Parties (hereinafter "the Purpose").

## **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. The Parties agree to execute this Confidentiality Agreement and be bound by the terms and conditions hereof as a precondition to the proposed negotiations/discussions and agreement between the Parties in relation to the Purpose.
2. "Confidential Information" shall mean all information, know-how, ideas, designs, documents, concepts, technology, manufacturing processes, industrial, marketing, commercial knowledge, and other materials of a confidential nature and includes but is not limited to, information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, know-how, patent, IPRs and ancillary information and other proprietary or confidential information, regardless of form, format, media including without limitation written or oral, and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place including without limitation:
  - i. research, development or technical information, confidential and proprietary information on products, intellectual property rights;
  - ii. business plans, operations or systems, financial and trading positions;
  - iii. details of customers, suppliers, debtors or creditors;
  - iv. information relating to the officers, directors or employees of the GSTN and background verification in relation thereto;
  - v. formulae, IPRs, patterns, compilations, programmes, devices, methods, techniques, or processes, that derive independent economic value, actual or potential, from not being generally known to the public.
3. Except as otherwise provided in this Agreement, the Receiving Party shall keep confidential all information disclosed by GSTN which:
  - a) is disclosed, communicated or delivered to the Receiving Party in furtherance to the Purpose for which the Parties are entering into negotiations/discussions;
  - b) comes to the Receiving Party's knowledge or into the Receiving Party's possession in connection with negotiations/discussions towards the Purpose.



Notwithstanding whether such Confidential Information is received before or after the date of this Agreement.

4. Except as otherwise provided in this Agreement, the Receiving Party shall not disclose to any other person the status, terms, conditions or other facts concerning the negotiations/discussions as contemplated between the Parties in terms hereof.
5. The Receiving Party shall not use or copy the Confidential Information of the GSTN except in connection with the Purpose and as both Parties may agree in writing from time to time.
6. In the event of the Receiving Party visiting any of the facilities of the GSTN, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit shall be kept strictly confidential and that any such Confidential Information will not be divulged to any third party and will not be made use of in any way, (whether for its benefit or that of any third party) except in connection with the Receiving Party's negotiations with the GSTN in terms hereof.
7. Except as otherwise provided in this Agreement, the Receiving Party shall not disclose or communicate, cause to be disclosed or communicated or otherwise make available Confidential Information to any third party other than:
  - a) the Receiving Party's directors, officers, employees, or representatives to whom disclosure is necessary for the purpose of negotiations/discussions;
  - b) the Receiving Party's professional adviser only to the extent necessary for that adviser to advise or protect the rights of the Receiving Party under this Agreement;
  - c) the Receiving Party's appointed financial adviser or appointed banker only to extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party.  
(each an "Authorised Person", and collectively, the "Authorised Persons").
8. The Receiving Party hereby agrees to bind such Authorised Person(s) with similar obligations of confidentiality. In any event, the Receiving Party shall remain liable for any disclosure by the Authorised Person(s) to any other person.
9. The Receiving Party's obligations hereunder shall not apply to Confidential Information if the same is:

- a) in or enters the public domain, other than by breach by the Receiving Party or any of its Authorised Person(s) or
  - b) known to the Receiving Party on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorised Person(s) without similar restrictions from a source other than GSTN, as evidenced by written records, or
  - c) is or has been developed independently by the Receiving Party without reference to or reliance on the GSTN's Confidential Information.
10. Except as otherwise provided in this Agreement, the Receiving Party may not disclose the Confidential Information of GSTN except if the disclosure is made pursuant to a directive or order of a Government entity or statutory authority or any Judicial or governmental agency provided however that the Receiving Party shall promptly notify GSTN so as to enable GSTN to seek a protective order or other appropriate remedy;
11. The Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event, not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
12. The Receiving Party acknowledges that any breach of this Agreement by the Receiving Party may cause GSTN irreparable damage for which monetary damages may not be an adequate remedy. Accordingly, in addition to other remedies that may be available, GSTN may seek injunctive relief against such a breach or threatened breach.
13. All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by GSTN shall be returned to GSTN or destroyed by the Receiving Party, when requested by GSTN at any time, or when the Receiving Party's need for such information has ended or when this Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the GSTN within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

14. This Agreement shall be effective and binding from the date of execution hereof and will continue during the term of the Service Agreement, until and unless terminated in accordance with clause 15 herein.
15. This Agreement shall terminate upon the occurrence of the earlier of the following events:
  - a) the termination of the Service Agreement before the completion of the term thereof;;
  - b) by written agreement between the Parties;
16. Notwithstanding the expiration/termination of this Agreement, the obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall continue for a period of five (5) years from the date of expiration or termination of the Agreement, as the case may be.
17. Nothing contained in this Agreement shall be deemed to grant to the Receiving Party either directly or by implication, any right, by license or otherwise, under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information of GSTN nor shall this Agreement grant Receiving Party any rights whatsoever in or to the GSTN's Confidential Information, except the limited right to use and review the Confidential Information as necessary to explore and carry out the proposed Purpose between the Parties.
18. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.
19. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any

purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.

- 20. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.
- 21. This Agreement shall be governed and construed in all respects in accordance with the laws of India.

IN WITNESS WHEREOF BOTH PARTIES HAVE PUT THEIR SIGNATURES ON THE DAY HEREIN ABOVE WRITTEN.

For **Goods and Services Tax Network** For \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signatory)  
Name:  
Title:

\_\_\_\_\_  
(Authorized Signatory)  
Name:  
Title:

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

**Request for Clarification Format**

1. Company Name:
2. Name and Position of person submitting the request:
3. 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			
3			
4			
5			