

# Request for Proposal (RFP) Selection of Agency for Comprehensive Litigation Management Solution

By  
Excise & Taxation Technical Services Agency,  
Improvement Trust Building,  
3rd floor, Chhoti Baradari, Patiala  
Phone: 1800-180-1801  
e-mail:  
officeettsa@gmail.com  
Date: \_\_\_\_\_  
Contact No:0175-2225191,92

## **Notice Inviting tender**

**e-procurement tender reference: E-tender/ETTSA/LMS/2025/02**

Excise & Taxation Technical Services Agency invites online bids for  
the Selection of an Agency for Comprehensive Litigation Management

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Solutions at various offices in the State of Punjab. Closing date and time is 21-02-2025 till 5.00 PM. For details log on to <https://eproc.punjab.gov.in> and <https://taxation.punjab.gov.in>

Chief Executive Officer

S.N.	Particular	Details
1	Document reference number	E-tender/ETTSA/LMS/2025/02
2.	Publish Date:	07-02-2025
3.	Document download/ Sale Start Date	07-02-2025
4.	Document download/ End Date	21-02-2025
5.	Clarification start date	07-02-2025
6.	Clarification end date	17-02-2025
3	Bid submission start date	07-02-2025
4	Bid submission End date	21-02-2025 till 5:00 PM
5.	Bid opening date	24-02-2025
7	Date of opening of financial bids	To be intimated later
8	Address for communication	Excise and Taxation Technical Services Agency (ETTSA) 3rd Floor, Improvement Trust Building, Chotti Baradari, Patiala-147001
9	Cost of tender document & mode of payment	Rs. 1,000/- plus GST through online mode.
10	Earnest Money Deposit (EMD) through online mode	Rs. 1,00,000 /- (Rs. One Lakh Only)
11	Contact details	Sh. Manohar Singh Mobile : +91 9501043508 Email: manohar.singh411@punjab.gov.in
12	Website for RFP reference	<a href="https://taxation.punjab.gov.in">https://taxation.punjab.gov.in</a> <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>

Note: All corrigendum/addendums/clarifications regarding this RFP shall be posted on the above-mentioned websites only. No other communication or advertisement will be given.

### Detailed Requirement under this Project

Providing the Comprehensive Customized Litigation Management Solution on real-

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time basis for the Supreme Court, High Courts, District Courts, National Company Law Tribunal, Punjab VAT Tribunal, GST Appellate Tribunals, Joint Commissioner State Tax (First Appellate Authority) Deputy Commissioner State Tax (First Appellate Authority).

### **Detailed Scope of this Project**

Scope of work includes providing customized electronic case management solutions for 6000 plus court cases of the courts mentioned below on real real-time basis for effective monitoring of court cases for 100 plus users:

1. Supreme Court,
2. Punjab and Haryana High Court and other High Courts,
3. District Courts,
4. National Company Law Tribunal,
5. Punjab VAT Tribunal,
6. GST Appellate Tribunals,
7. Joint Commissioner State Tax (First Appellate Authority)
8. Deputy Commissioner State Tax (First Appellate Authority)

### **Case Repository**

1. Centralized repository for all cases across different jurisdictions
2. Special Categorization based on Types of Matters

### **Case Status**

1. Comprehensive case status page including *project details, contractor information, and concessionaire details*
2. Special fields for the *excise department*
3. Status tracking for both court cases and arbitration proceedings

### **Daily Cause-list Generation**

1. Automated cause-list generation for Head Office and District officers
2. District wise segregation
3. Priority flagging for time-sensitive cases

### **Calendar View**

1. Integrated calendar showing court dates,
2. District office-wise calendar views

### **Documents Management**

1. Document repository for legal documents

### **Task Management**

1. Assignment of tasks to Head Office officers and District Offices

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2. Escalation matrix for pending tasks

### **Notes Management**

1. Collaborative note-sharing between District offices and headquarters

### **Automatic Case Updates**

#### *Coverage*

1. Supreme Court
2. High Courts
3. NCLAT
4. District Courts
5. VAT Tribunal (Manual Updation)
6. GST Tribunals (Manual Updation)
7. Joint Commissioner State Tax (First Appellate Authority) (Manual Updation)
8. Deputy Commissioner State Tax (First Appellate Authority) (Manual Updation)

### **Automatic Updates**

1. Integration with court websites
2. Real-time updates for cases

### **Connected Cases Tracking**

1. Linking related cases
2. Cross-reference system

## **Management Information Reporting**

### **Category-specific Reports**

1. Category Specific Reports
2. Financial Amount report
3. District-wise case status

### **Performance Metrics**

1. Case disposal rate
2. District office-wise analysis

### **Executive Dashboard**

1. High-value case monitoring

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2. District performance comparison

### **Additional Specific Requirements**

#### Integration with Non-Digital Tribunals

1. VAT Tribunal (Manual Updation)
2. GST Tribunals (Manual Updation)
3. Joint Commissioner State Tax (First Appellate Authority) (Manual Updation)
4. Deputy Commissioner State Tax (First Appellate Authority) (Manual Updation)

#### **Access Control**

1. Role-based access for:
2. Senior Management
3. Legal Cell
4. Head Office
5. District Offices
6. SIPUs

#### **Data Security**

1. Compliance with government data security guidelines
2. Regular backup and disaster recovery
3. Audit trail for all modifications
4. Document encryption for sensitive data

#### **Training to staff**

The selected agency will provide the 3 onsite training sessions and 3 online training sessions to the users on how to use the litigation management solution for maximum output.

#### **Maintenance and Support**

- a. Offer ongoing maintenance and support services.
- b. Outline a plan for addressing future updates and improvements.

#### **General**

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- Bidders must be registered taxpayers under the GST

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### Acceptance of the successful Bid and award of Project

#### *Award Criteria*

ET TSA will award the Project to the successful bidder whose rates are lowest for the work mentioned in this document.

### The SLA and penalties are as under:

Feature	Description
<b>Case Tracking</b>	Supreme Court, High Courts, District Courts, National Company Law Tribunal, Punjab VAT Tribunal, GST Appellate Tribunals, Joint Commissioner State Tax (First Appellate Authority) Deputy Commissioner State Tax (First Appellate Authority)
<b>User and Unit-Wise Daily Case Lists</b>	Allocation and user access controls for daily case management.
<b>Searchable Case Repository</b>	Includes search and filter capabilities.
<b>API Integration Capabilities</b>	Support for REST APIs to enable integration with other systems.
<b>User Configurable Reports &amp; Dashboards</b>	Allows users to design their own reports and dashboards.
<b>Task Management</b>	Facilitates task assignment and tracking.
<b>Document Management</b>	Manages documents efficiently within the system.
<b>Mobile Apps</b>	Availability of mobile applications on iOS and Android platforms.
<b>Easy-to-Use Interface</b>	User-friendly interface for seamless interaction.

### Penalties:

The successful bidder is expected to provide the services mentioned in this document. Any technical issue if found should be resolved within 3 working days after having been reported. After 3 working days, a penalty of 5% of the annual contract value, as quoted by the bidder, would be imposed for every day of the delay. However, CEO, ET TSA is the competent authority to remove/increase/decrease the penalty.

### Payment term:

Payment will be made every month after due verification by the officer of the department and after deducting applicable taxes.

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<b>S. No</b>	<b>Information Sought</b>	<b>Details to be Furnished</b>
1	Name of the bidding Company	
2	Address of the Company	
	<b>Details of the contact person of the firm</b>	
3	Name	
4.	Address	
5.	e-mail ID	
6.	Phone nos. And Mobile Number etc.	

(To be filled by the bidder and signed in Company Letter Head)

To,

The Manager (FAA)  
Excise & Taxation Technical Services Agency (ETTSA), Chhoti  
Baradari, Patiala.

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**Subject: Submission of the financial bid for Selection of Agency for Comprehensive Litigation Management Solution**

Dear Sir/Madam,

We, the undersigned, offer to provide a Comprehensive Litigation Management Solution for the Excise and Taxation Department, Punjab. Our attached Financial Proposal is for the sum of <<Amount in words and figures>>inclusive of taxes and duties. The above charges are for the Maintenance charges for the one year from the award of the project.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## Eligibility / pre-qualification criteria/other general conditions

The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

The eligibility criteria are given as below:-

<b>SN</b>	<b>Eligibility Criteria</b>	<b>Supporting documents</b>
1	Bidder should be either:  A company registered under the Indian the bidder Companies Act, 2013 / 1956 OR A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR A partnership firm registered under the Indian Partnership Act, 1932 OR  A partnership firm OR A sole proprietorship firm	Any relevant document to prove that is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
3	Bidder should have minimum annual average turnover of Rs. 2 crore, in the last three financial years for which bidder's accounts have been audited.	Audited Financial Statements OR Certificate from statutory auditors clearly certifying the turnover requirements.
4	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) / Cash flow for each of the last three audited financial years.	Certificate duly signed by statutory auditor of the bidder confirming the positive net-worth / cash-flow.

5	The bidder should have supplied similar services to any organization in the last 3 years ending 31.03.2024	
6	The bidder should be ISO 9001 certified which should be valid on date of submission.	Self-certified copy of certification
7	<p>The bidder shall submit the undertaking that the bidder :-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not have been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	Self-Certified letter
8	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates
9	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof

10	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Authorization letter
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*Note: All the above mentioned documents have to be scanned and uploaded.*

### **Validity of bids**

- Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. ETTSA reserves right to reject a proposal valid for a shorter period as non-responsive.
- If required, ETTSA may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- ETTSA reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- ETTSA may, at its own discretion, extend the date for submission of proposals.

### **Amendment to the tender document**

- Amendments / corrigendum's / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
- In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, ETTSA, at its discretion, may extend the last date for the receipt of bids.

### **Bid evaluation process**

- The bid evaluation will be carried out in a two stage process as under:

- Pre-qualification / eligibility evaluation
- Financial bids evaluation
- During process of evaluation of the bids, ETTSA may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

### **Financial bids format and evaluation**

- The financial bid format is available in the eProcurement portal.
- Financial bids would be opened only for those bidders, who qualify all the Eligibility Criteria as explained above on the prescribed date in the presence of bidder's representatives, who may wish to be present.
- The bidder offering lowest "services charges " would be termed as L1 (Least Cost) bidder or the successful bidder. The remaining bidders shall be ranked L2, L3, L4 and so on in increasing order of the quotes charges.
- In case the evaluated bid amount (services charges quoted in the financial bid) of two or more bidders are the same, then the firm having higher average total turnover submitted as part of the eligibility criteria shall be considered as L1 than the other bidder.
- Failure to abide the tender conditions may result into forfeiture of EMD.
- Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- Bidder quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.
- All bidders other than L1 bidder shall be given an option to be kept in a waiting list. In the event L1 declines the Lol or the contract gets terminated with L1 bidder, offer will be given to the next lowest bidder in the waiting list to match prices of L1 bidder, EMD and sign contract. In the event L2 declines, L3 will be given the same option and so on.

### **Disqualifications**

- ETTSA may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
- Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one bid (directly / indirectly);
- Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.

- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the tender document.
- Suppressed any details related to bid.
- Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- Not submitted documents as requested in the checklist.
- Submitted bid with lesser validity period.
- Any non-adherence/non-compliance to applicable tender content.

#### **4.13 EMD**

- The AGENCY will not be entitled for any interest on the EMD submitted.
- ETTSA shall forfeit the EMD in full or in part in the following cases:
  - When the terms and conditions of contract are breached/ infringed.
  - When contract is being terminated due to non-performance of the AGENCY.
  - The Clients incur any loss due to AGENCY's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **Signing of contract**

- The successful bidder will sign the contract with ETTSA within 10 days of the submission of performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

#### **Fraud and corrupt / malpractices**

- All the bidders must observe the highest standards of ethics during the process of selection of AGENCY and during the performance and execution of contract.
- For this purpose, definitions of the terms are set forth as follows:
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the

Client of the benefits of free and open competition.

- “Unfair trade practice” means supply of services different from what is ordered, or change in the Scope of Work.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- ETTSA will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- ETTSA will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

## **General Contract Conditions**

### **Standards of performance**

- The AGENCY shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The AGENCY shall always act in respect of any matter relating to this contract as faithful AGENCY to the Client. The AGENCY shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The AGENCY shall conform to the standards laid down in the tender in totality.

### **Confidentiality**

- Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the AGENCY and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- The AGENCY shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.
- During the execution of the project except with the prior written consent of the Client, the AGENCY or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- The AGENCY will maintain the confidentiality of the data stored

on the computer systems of end customer. The AGENCY will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the AGENCY.

### **Termination of contract for default**

- The Client or the AGENCY can terminate the contract in the event of default / violation of terms and conditions of this tender and/or engage the subsequent contract with other party by giving 3 months' written notice.

### **Termination of contract for insolvency, dissolution etc.**

- The Client may at any time terminate the Contract by giving written notice to the AGENCY, if the AGENCY becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the AGENCY, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client.

### **Termination for convenience**

- The Client reserves the right to terminate, by prior written 3 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **Force Majeure**

- The EMD of the AGENCY shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the AGENCY and not involving the AGENCY's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- If a Force Majeure situation arises, the AGENCY shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the AGENCY shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **Resolution of disputes**

- If any dispute arises between parties, then these would be resolved in following ways:
- Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
- Arbitration: In case dispute arising between the Client and the AGENCY, which has not been settled amicably, the AGENCY can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Financial Commissioner (Taxation), Punjab ETD". However, the AGENCY may request for changing the arbitrator, which shall be appointed by Hon'ble Punjab and Haryana High Court. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mohali. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the AGENCY. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

### **Legal Jurisdiction**

- All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

### **Amendment to the contract**

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