

Reply to Pre-bid queries

(Ref: GEM/2023/B/3800253 dated 09.08.2023)

Sl no	RFP clause	Queries raised	Reply by FSSAI
1	<i>Eligibility criteria</i>	Please confirm whether screenshot from GSTN portal confirming that the bidder is a registered bidder would suffice.	No
		Please confirm the number of physical visits expected to the locations outside Delhi NCR so that time and expense cost can be accordingly factored. Confirmation that no deployment is required at FSSAI locations for providing services.	24*7 support is expected either through remote or physical visiting
2		Please confirm whether self-declaration on the letterhead of bidder that services have been provided to companies having turnover more than INR 600 crores, Central government/ state government/ PSU/ Autonomous bodies would suffice. Also, please confirm whether details of work allotted to affiliate entities of bidder could be submitted as part of credentials.	Self-declaration shall not suffice. Joint Venture, tie-ups etc are not allowed to meet the eligibility criteria
3	<i>Payment terms</i>	Payment terms comprises of payment being made on quarterly basis for a period of five years. Please confirm that the payments would be in equal quarterly instalments and whether quarter has to be calculated calendar year wise or three months from the date of allotment of contract.	Each quarter equally from the date of award of contract.
4	<i>No deviation bid</i>	Please confirm whether this is a no deviation bid	Standard GeM terms shall follow
5	<i>Termination rights with the bidder</i>	If due to change in law due to which we are unable to provide services, then we should be terminate the contract. Also, can we terminate this with some notice.	Standard GeM terms shall follow
6	<i>Intellectual property</i>	Please clarify that intellectual property for advisory services will remain with us.	Standard GeM terms. Refer to clause 1.B.VII.viii of scope of work
7	<i>Scope of Work Part III : Indirect Tax scope of work</i>	Whether the scope of GST compliance would entail GST compliance for additional GST registration obtained by FSSAI	Yes
8		The Scope of work do not entail assistance in obtaining additional GST registration. Please confirm	Refer Para 1.B.(I) of scope of work. Full assistance is expected
9		Time limit for which GST returns data will be kept in tech tool for future access	Refer to Para 3 of scope of work.
10		Specify the number of training sessions to be organized in each location. Please confirm whether online trainings would suffice for other locations or physical trainings would have to be conducted	Refer Para 1.B.(VI) of scope of work. There is no cap on conducting trainings annually. Physical training is expected at each location during the initial period of assignment.
11		GST compliance services would not entail review of each copy of input and output invoices	Yes. Review of each copy of input and output invoices for each location is expected during the initial period of assignment.
12		Number of agreements proposed to be reviewed as part of GST assistance	There is no cap on reviewing existing and proposed agreements from IDT point of view.

13		The scope of work would include filing of GSTR 9 and GSTR 9C for which due date is after the signing of the contract or the scope of work would include filing of GSTR 9 and GSTR 9C for the year for which work is allotted.	The scope of work would include filing of GSTR 9 and GSTR 9C for the year for which work is allotted.
14		The scope of work would include GST Audit/ Assessment/Litigation support for the past period	Yes. Full support for past period including Service tax period is also expected.
15		Clarity w.r.t. how data will be transmitted to Bolton is required	It will be provided to the successful bidder.
16		Clarity is required w.r.t. system access to collect data and extract reports from different applications for uploading on Bolton.	It will be provided to the successful bidder.
17	<i>Clause 1(A)(I)</i>	We need more clarity on this scope	Self-explanatory
18	<i>Clause 1(A)(I)(i)</i>	We need more clarification on "various GST Compliance". Model of Application to be discussed	Self-explanatory
19	<i>Clause 1(A)(III)(iii)</i>	This feature is available but emails will be shared from FSSAI email domain after configurations.	Yes
20	<i>Clause 1(A)(VI) - MIS report</i>	This needs to be discussed	Self-explanatory
21	<i>Clause 1(B)(IV)(i)</i>	GSTR 9C and GSTR 8 needs to be discussed	Self-explanatory
	<i>Clause 1(B)(IV)(viii)</i>	We need more clarity on digital issuance of e-invoice	Self-explanatory
22	<i>Clause 1(B)(VI) - Training</i>	We need more clarity on the cap of conducting the training. Whether these trainings will be virtual or physical.	Refer sl no. 10 above
23	<i>Clause 1(B)(VII)(x)</i>	We need more clarity on this clause.	Self-explanatory
		Whether B2C QR code, E-invoice application are also included	Yes
24	<i>Clause 3</i>	Back-ups can be provided in specific formats. This needs to be discussed.	Back up is expected. Format will be shared with the successful bidder
25	<i>In eligibility criteria for bidder</i>	Can we add full time professionally qualified employees from the Direct/CIT tax team? Further employees having qualification such as engineer (electronic and mechanical), MBA in IT	No
26		Are we required to submit scope for GST Implementation and GST advisory scope in the same contract?	Yes
		And instead of an experience certificate, can we give a self-declaration for this point.	No
27		Is a dedicated member required to sit at office of FSSAI?	24*7 support is expected either through remote or physical visiting
28		Whether FSSAI would be printing and e-mailing the e-invoices from their system or would be required to generate the pdf e-invoices and mail to customers of FSSAI?	FSSAI would be printing and e-mailing the e-invoices from its system. However, full support is expected from the service provider.
29		What kind of MIS reports and dashboards would be required and what will be the extent of customization required?	It will be provided to the successful bidder.
30		Will B2C dynamic QR code compliance be required?	Yes
		If turnover is more than 500 crores, it shall be required	
31		What are the total number of inward transactions? We understand 2.08 lakhs are outward transactions in a month out of which 20k are B2B	Refer to Para 1.B.(II) of scope of work. There is no capping on inward/ outward transactions
32		Will service provider be required to provide representation services at Tribunal?	No. However, full support is expected from the service provider in case file preparation and assistance to the Lawyer.
33		Scope of E-invoicing applicability check on vendors would be included or not?	Included

34	<i>In eligibility criteria for bidder</i>	IT team at FSSAI would set up the API along with firm tech team for automatic transmission of data and thus, data would be in EY formats – confirmation needed	Refer Para 1.B.(VII).x. of scope of work
35		Handholding to next vendor after 5 years – extent of migration support required?	Refer to Para 3 of scope of work
36	<i>Clause 2 of Scope of Work:</i>	If the bidding entity is not able to perform the full scope of services under one entity due to restriction from legal perspective on appearance before authorities, can separate engagement letters be entered with the group/ affiliate entity for performance of such scope	No. Joint Venture, tie-ups etc are not allowed to meet the eligibility criteria.
37	<i>Clause 2 of Eligibility criteria:</i>	If the group/affiliate entity is registered as GSP with government and is different from the bidding entity, will bidding entity qualify for the technical bidding criteria.	Joint Venture, tie-ups etc are not allowed to meet the eligibility criteria.