

**Greater Noida Industrial Development Authority**

**RFP for Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority**

**Annexure 1: Corrigendum/ Addendum (No. 1)**

This is in reference to "RFP for Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority" published by Greater Noida Industrial Development Authority, may be read with following modifications:

Sr. No.	Clause in RFP	Corrigendum/ Addendum
1	Bid End date: 11.01.2023, 1700 hrs (IST) Opening of Technical Bids: 13.01.2023, 1500 hrs (IST)	Bid End date: 24.01.2023, 1700 hrs (IST) Opening of Technical Bids: 27.01.2023, 1500 hrs (IST)

  
General Manager (Finance)  
Greater Noida Indl. Dev. Authority



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY  
GAUTAM BUDH NAGAR, UTTAR PRADESH**

Request for Proposal

for

**Hiring of Chartered Accountant for providing Income Tax and GST  
Consultancy Services to Greater Noida Industrial Development  
Authority**

**Issued by:**

**Greater Noida Industrial Development Authority**

Plot No. 1, Knowledge Park IV,  
Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh – 201308

## Disclaimer

This Request for Proposal (RFP) document for **Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority (hereinafter referred to as the "Project")** contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Greater Noida Industrial Development Authority** (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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**1 Data Sheet**

1	Name of the Bid	Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority
2	Time-period of contract	24 months (extendable by another 12 months, depending on requirements and on Authority's discretion)
3	Method of selection	Quality cum Cost based selection (QCBS) (70:30)
4	Bid Processing Fee	INR 11,800 (Rupees Eleven Thousand Eight Hundred only inclusive of GST)
5	Earnest Money Deposit (EMD)	INR 1,00,000/- (INR One Lakh Rupees only) (Through RTGS only)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	<b>General Manager, Finance</b> Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91 120 2336010   +91 120 2336017 Email: gmfinance@gnida.in Website: www.greaternoidaauthority.in
8	Proposal Validity Period	90 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
12	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	14.12.2022
	Last date of receiving queries	20.12.2022, 1700 hrs (IST)
	Pre-bid conference	21.12.2022, 1300 hrs (IST) Zoom ID: 886 1528 7083 Pass code: 12345
	Proposal Due Date (PDD)	06.01.2023
	Bid Start Date	14.12.2022
	Bid End Date	11.01.2023, 1700 hrs (IST)
	Opening of Technical Bids	13.01.2023, 1500 hrs (IST)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
	Signing of Agreement	To be communicated
13	Consortium to be allowed	No
14	Sub-contracting is allowed	No
15	Performance Security	10% of the contract value in the form of BG

## **2 Terms of reference**

### **2.1 Introduction**

Greater Noida Industrial Development Authority (hereinafter referred to as “GNIDA” or “the Authority”) was established on January 28, 1991. It been constituted under Section 3 of Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act No. 6 of 1976) (As passed by the Uttar Pradesh Legislature). The GNIDA is involved in performing the activities of General Public Utility.

GNIDA intends to select a Chartered Accountant firm (CA Firm) on the basis of evaluation criteria mentioned in this RFP. This appointment shall initially be for a period of 2 (two) years and may be renewed for a further period based on performance.

GNIDA reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

## 2.2 Scope of services

The scope of work shall consist, but not be limited, to the following:

1. Undertake an 'As Is' analysis of the existing GST and IT filing structure of GNIDA to assess compliance with generally accepted accounting principles and highlight any discrepancies and suggest corrective measures for the same.
2. Drafting of appeals and appearance before the appellate authorities - including but not limited to Commissioner of Service Tax/GST (Appeals)/ Commissioner of Income Tax (Appeals) and Custom Excise & Service Tax Appellate Tribunal, Income Tax Appellate Tribunal, or any other Appellate Tribunal including GST for this purpose. (This shall include the work pertaining to legal representation/advice/drafting relating to the tax matters, for which no additional fee shall be paid)
3. Follow up with tax authorities. Filing of replies for various tax related matters from competent authorities.
4. Representation of matters pending before appellate authority, Hon'ble Supreme Court and Hon'ble High Court or any other Court.
5. Conferencing with advocates in the Income tax matters pending before Income Tax Appellate Tribunal, High Court, Supreme Court or any other Court.
6. Provide opinion on taxability of direct and indirect taxes, interest, service charges, fees and commission, etc.)
7. Preparation and filing of the income tax return of the Authority as per their due dates or on annual basis and generation of 26 AS.
8. Assist in direct tax & Indirect tax proceedings i.e. preparation of details required to be submitted to the tax department and appearance before the tax authorities.
9. Liasoning with other State government bodies on behalf of GNIDA, in case of any tax related matters concerning GNIDA.
10. Preparation and filing of writs / affidavit / rejoinder / SLP / appeal against penalty orders / tax liabilities issued against Greater Noida.
11. Matters relating to TDS on interest paid by various Banks.
12. Matters pertaining to short / non-payment of service tax on renting of immovable property services.
13. Preparation and filing of required applications with tax authorities.
14. Preparing direct tax & indirect tax status report on quarterly basis.
15. Furnishing information/ opinion to GNIDA on the various day to day tax matters.
16. Update/ guidance on change in any tax laws and their implications.
17. Appearing before the tax authorities in connection with show cause notice and any letter/ correspondence issued by Tax Authorities.
18. Quarterly reconciliation of GNIDA's books of account and Form 26 AS in context of GNIDA's TDS deducted.
19. Attending hearing with Advocates before Income Tax Appellate Tribunal, High Court and Supreme Court.
20. Filing of all the replies and submissions to show cause notices issued by department of Direct and Indirect Tax & Service Tax Department and GST Department.
21. Briefing and Coordination with Senior Advocates and Advocates on record in the matter pending before Central Excise Service Tax Appellant Tribunal (CESTAT), High Court and Supreme Court related to all service tax and GST issues.
22. Advisory services for matters pertaining to Income Tax and Service Tax.
23. Assist the Authority in resolving audit queries raised by Income tax and Service tax departments.
24. Assist the Authority in all matters pertaining to Direct and Indirect tax or any other issue related to taxation and guide the Authority in all matters/ objections/ queries raised by the Accountant General for resolutions in the interest of the Authority.



### **2.3 Rate and Payment Term**

Consultants shall submit monthly progress reports indicating the progress of the works undertaken in terms of schedule activity versus actual status, reasons for delay (if any) and the likely action plan for the following months.

Payment as per the financial proposal will be done on a quarterly basis upon satisfactory performance as assessed by the Authority. 75% of the invoice amount shall be processed when it is raised after the completion of the quarter. The balance 25% payment shall be released on satisfactory performance and approval of submitted documents to the Authority

It is important that the physical availability of all team members for discussions/ meetings at a short notice since the process may involve a lot of iterations and idea exchange.

### 3 Eligibility and Evaluation criteria

#### 3.1 Conditions of Eligibility of Bidders

The Bidders must fulfil all the eligibility conditions as mentioned below to be eligible for technical qualification evaluation:

S. No.	Pre-Qualification Criteria	Supporting Document
<b>A.</b>	<b>Legal Status</b>	
1.	Bidder must be a Partnership firm or LLP in India at least for the last 5 years as on 31.03.2022.	Copy of Incorporation Certificate Appendix 5.3: Form 3 Appendix 5.10: Form 10
2.	The Firm must be registered with The Institute of Chartered Accountants of India	Copy of Registration Certificate must be submitted
3.	The Firm must be registered with Comptroller and Auditor General of India (CAG)	Copy of Registration Certificate must be submitted
4.	The Bidder to provide information that any of its associate having common partners has not participated in the bid process.	Letter of confirmation from Bidder
5.	The Bidder should not have been blacklisted /debarred/termination of contract by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/ Non-Government/Private Agencies and Funding Agencies as on the bid due date.	Self-Attested Undertaking by the Bidder Company Appendix 5.9: Form 9 Appendix 5.10: Form 10
6.	The Chartered Accountant firm must have at least 5 partners. The firm must have a minimum of 7 full time-chartered accountants of which at least 3 should be full time partners/exclusively associated partners. Number of Partners and Employees (Supported by Payroll) must be more than 10. This number should not include any Article assistant or a part time employee.	Details of Employees on roll <i>Note: Submission for renewal acknowledgement from SEBI will not be considered for this criterion</i>
7.	Full operational office set up in Delhi / NCR with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months
8.	The Bidder must have an average annual turnover of minimum <b>INR 3 crores (Three Crore)</b> during the last three (3) years in India i.e. FY2019-20, FY 2020-21 & FY 2021-22	CA Certificate regarding turnover (with UDIN number)
9.	Bidder should have served as tax consultant for at-least one urban local body / PSU / semi government / industrial Authority / any other Government statutory body in India with a minimum project fee of INR 30 Lakhs.	Work Order / Experience Letter

**Note:**

- The Bidder should fulfil all minimum requirements mentioned above. The Bidder not having any one or more document/s mentioned above will not be considered as pre-qualified.
- All documents should be self-attested by the Bidder. Any document found not attested will not be considered.

#### 3.2 Technical Evaluation Criteria

The technical proposals shall be opened of all eligible Applicants and the bids that qualify as per the technical evaluation criteria stated below will be considered as technically qualified. Any Applicant that passes the benchmark score is declared as technically qualified and their financial bids shall be

opened. The rest would be considered technically non-qualified and would not participate in the process. Financial proposals of the eligible and technically qualified Applicants shall be opened.

The Technical Evaluation of the eligible proposals shall be based on following parameters:

#	Criteria	Marks	Documents to be submitted
A	Average annual turnover of past three years a. INR $\geq 3$ and $< 5$ Crores – 10 Marks b. INR $\geq 5$ and $< 8$ Crores – 12 Marks c. INR 8 Crores and Above – 15 Marks	15	Audited Financial statements –, Annual Reports, CA certificate
B	Firms Experience in years in the field of Direct and Indirect Tax Advisory Services. a. $\geq 05$ and $< 10$ Years – 10 Marks b. $\geq 10$ and $< 15$ years – 15 Marks c. 15 years and above – 20 Marks	20	Work Orders/completion certificate from clients.
C	Consultant for Direct and Indirect Tax (GST, Income Tax, etc.) to Industrial Development Authorities/ Development Authorities/ Municipalities /ULBs in the last five financial years. a. $\geq 3$ and $< 5$ entities – 10 Marks b. $\geq 5$ and $< 7$ entities – 15 Marks c. 7 entities and above – 20 Marks	20	Work Orders/Experience certificate from clients.
D	Team proposed: <b>Team Lead</b> 10 - 15 Years' Experience – 5 Marks 15 Years' Experience and above – 7 Marks Team Lead should be a qualified CA / CMA preferably with a law degree capable of independently handling taxation, and ITAT cases  <b>Team Associates (Two associates)</b> o Direct Tax Expert o Indirect Tax Expert Team associates should have minimum 5 years of experience with demonstrated experience of working on similar projects that involve taxation and ITAT issues 5 - 7 Years – 2 Marks 7 Years and above – 3.5 Marks	15	CV as per format
E	Interview and presentation with regards to expertise of the firm and the key personnel proposed to be deployed for the assignment	30	
	<b>Total</b>	<b>100</b>	

**Note:** In case of unavailability of the proposed team members due to any unavoidable circumstances, the Consultant is expected to provide an individual with similar experience who would be permitted for replacement post approval by Authority. GNIDA reserves the right to terminate the contract in case team members are found not to be satisfactory in their performance

### **3.3 Financial quote Evaluation**

The financial evaluation will be based on the lumpsum price quoted for the entire scope of work by the Bidder. The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60 will be opened for evaluation.

### **3.4 Selection Process**

The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost-based selection (QCBS) process with Technical Score having weightage of 70% and financial quote price having Weightage of 30%.

Based on the criteria and the total score, the Technical Scores will have a weightage of 70%. The Financial quotes / bids will be allotted a weightage of 30%.

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial quote score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration

The total score shall be obtained by weighing the quality and cost scores and adding them up

Based on combined weighted score for quality and cost, the Tax Consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

Consolidated score = Technical score \* 0.70 + Financial quote score \* 0.30

## **4 Instructions to Bidders**

### **4.1 General instructions**

#### **4.1.1 Number of Proposals and respondents**

- 4.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- 4.1.1.2 The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
- 4.1.1.3 A Bidder applying individually shall not be entitled to submit another Proposal.
- 4.1.1.4 A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

#### **4.1.2 Proposal preparation cost**

- 4.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 4.1.2.2 Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 4.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

#### **4.1.3 Right to accept and reject any or all the Proposals**

- 4.1.3.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 4.1.3.2 Authority reserves the right to reject any Proposal if:
  - a) At any time, a material misrepresentation is made or discovered, or
  - b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

#### **4.1.4 Clarifications**

- 4.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
- 4.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority”

4.1.4.3 The Client shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD. The Client will post the reply to all such queries on the Official Website.

4.1.4.4 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

#### **4.1.5 Amendment of the RFP**

4.1.5.1 At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at [www.greaternoida.com](http://www.greaternoida.com) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

4.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

#### **4.1.6 Data identification and collection**

4.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

4.1.6.3 Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **4.2 Preparation and submission of Proposals**

### **4.2.1 Language and currency**

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **4.2.2 Proposal validity period and extension**

4.2.2.1 Proposals shall remain valid for a period of 90 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

4.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

#### **4.2.3 Format and signing of Proposals**

- 4.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 4.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 4.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

#### **4.2.4 Submission of e-bid/Proposal**

- 4.2.4.1 The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
- 4.2.4.2 The Bidders have to follow the following instructions for submission:
  - a. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
  - b. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - c. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
  - d. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
  - e. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
  - f. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each

document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.

- g. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- i. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

#### **4.2.5 Deadline for submission**

- 4.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

#### **4.2.6 Late submission**

- 4.2.6.1 The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

#### **4.2.7 Withdrawal and resubmission of Proposal**

- 4.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- 4.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
- 4.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.



4.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

4.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **4.2.8 Selection of the Bidder**

4.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

#### **4.2.9 Proposal opening**

4.2.9.1 After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 3.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

4.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

4.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

#### **4.2.10 Opening of Proposals**

4.2.10.1 Authority will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.

4.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

4.2.10.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

4.2.10.4 The Authority will prepare minutes of e-bid/Proposal opening.

#### **4.2.11 Confidentiality**

4.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

4.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

#### **4.2.12 Tests of responsiveness**

4.2.12.1 Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
- f. Power of Attorney for Lead Member of Consortium
- g. The selected Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 10% of Contract value in form of Bank Guarantee (BG), which should be valid for 6 months after the completion of the Project. The BG can be from any Nationalised or Scheduled bank in favour of Greater Noida Industrial Development Authority

4.2.12.2 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

#### **4.2.13 Clarifications sought by Authority**

4.2.13.1 To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **4.2.14 Proposal evaluation**

4.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause **Error! Reference source not found.** of this RFP.

4.2.14.2 The Proposal containing the Technical Details in Clause **Error! Reference source not found.** of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

## 5 Annexures

### Annexure 1: Technical Proposal

(On Bidder's Letter Head)

[Location, Date]

To:  
General Manager, Finance  
Greater Noida Industrial Development Authority  
Greater Noida

**Sub:** Proposal for Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority.

Dear Sir/Madam,

With reference to your e-Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for \_\_\_\_\_ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Vendor for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 1.7** of the E-Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;

- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GNIDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document.

Date :

Place

Yours faithfully,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## Annexure 2: Information of Applicants

Name of the Firm (In full):

.....

Address:

.....

Telephone No(s)

.....

E-mail address

.....

Type of Company (Private Limited/ Partnership/ Sole Proprietorship firm)

.....

Year of establishment:

.....

(Enclose Certificate of Practice issued by ICAI)

C&AG Empanelment Details:

.....

(Enclose copy of C&AG Empanelment)

Place of practice

.....

Period of practice and Specialization:

.....

Contact Person:

.....

No of Partners:

.....

Names, Address and Contact Details of individual Partners to be given:

i. Name, Address and Contact Details:

.....

Educational Qualifications:

.....

ii. ICAI Membership No. and its Category:

.....

iii. Name, Address and Contact Details:

.....

Educational Qualifications:

.....

ICAI Membership No. and its Category: .....

iv. Name, Address and Contact Details: .....

Educational Qualifications: .....

ICAI Membership No. and its Category: .....

v. Name, Address and Contact Details: .....

Educational Qualifications: .....

ICAI Membership No. and its Category: .....

(Signature of Authorised Person)

Date:

**Annexure 3: Turnover Certificate**

(On Bidder's Letter Head)

Annual Turnover for the last three financial years, 2019-20, 2020-21 & 2021-22 along with audited balance sheet for last three years.

S. no.	Financial Year	Annual Turnover (in INR)
1	2019-20	
2	2020-21	
3	2021-22	
<b>Average Turnover</b>		

Signature of the Authorized Person

Name:

Designation:

Firm:

(Signature of Chartered Accountant)

(Name of Chartered Accountant)

Membership No. of ICAI

Date and seal

**\*Note:** It should be attested by Chartered Accountant not belonging to the applicant firm.

**Annexure 4: Curriculum Vitae for Team Leader and Associates**

Name	
Date of joining the firm	
Total Years of Experience	
Qualification	
Govt./Semi govt./ULBs, PSUs and other govt. entities served till date	
Details of similar experience	1.
	2.
	3.
	4.

Date:

Place:

Signature of the Applicant

**Note:** The applicant should submit related documentary evidence for any experience and qualification stated by the applicant. GNIDA may seek additional information of any experience/qualification



### Annexure 5: Experience of Relevant Assignments

1	Client Name	
2	Location	
3	Start Date	
4	End Date	
5	Description of Actual Services provided	
6	Fees received/ receivable for the assignment	
7	Present Status of Assignment	

**Note:** Separate forms for each Company/Client may be used. Copies of Assignment orders shall be attached along with the application.

(Signature of Authorised Person)

Date:

**Annexure 6: Financial Proposal**

(On the Letter head of Applicant)

**Ref. No.**

**Date:**

To:  
General Manager, Finance  
Greater Noida Industrial Development Authority  
Greater Noida

Sir,  
We, the undersigned, offer to provide the services to GNIDA, as per the Scope of work, in accordance with the RFP for Hiring of Chartered Accountant for providing Income Tax and GST Consultancy Services to Greater Noida Industrial Development Authority dated \_\_\_\_\_. Our attached Financial Proposal is Monthly Fee in Rs..... (In Words: Rupees .....) inclusive of all taxes, duties, levies, service charges, Cess etc. other than Goods and Service tax at applicable rate.

Our Financial Proposal is without any condition and shall be binding upon us up to expiration of the validity period of the Proposal, i.e. 90 calendar days from the last date of submission of this Proposal. We understand you are not bound to accept any Proposal you receive. We, further, acknowledge that the amount as quoted above in words shall be treated final in case of any discrepancy between the figure and words.

Thanking You,

**Yours faithfully,**

**(Signature of Authorised Person with Seal)**

**Date:**

**Annexure 7: Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector**

**Declaration Letter for “<insert name of the RFP>”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

**Annexure 8:** Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

**Declaration Letter for “<insert name of the RFP>”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

## **6 Annexure B: General Conditions of Contract**

### **6.1. General Provision**

#### **6.1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1e of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 2h of Annexure B
- vii. "Dispute" shall have the meaning set forth in Clause 6.9 of Annexure B
- viii. "Eligibility" shall have the meaning set forth in Clause 3.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Client's country/state
- xi. "Key Dates" shall mean the dates mentioned in Clause 1 and the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Official Website" is [www.greaternoida.com](http://www.greaternoida.com)
- xiv. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvii. "Proposal Validity Period" shall have the meaning set forth in Clause 4.2.2
- xviii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xix. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xx. "Services" means the work to be performed by the Bidder pursuant to the Contract.

#### **6.1.2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **6.1.3. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **6.1.4. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

#### **6.1.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

#### **6.1.6. Taxes and Duties**

GST shall be exclusive of fee quoted by the Bidder.

#### **6.1.7. Fraud and Corruption**

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of the contract.

Measures to be taken

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### **6.1.8. Limitation of Liability**

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

#### **6.1.9. Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to the Works, Plant and Materials <to remove if not applicable>
- ii. loss of or damage to Equipment, property in connection with the Contract; and
- iii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

#### **6.1.10. Liquidated Damages**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Milestone value per month, subject to a maximum of 10% of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from the

Performance Security. However, in case of delay due to reasons beyond the control of the bidder, suitable extension of time shall be granted.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause

#### **6.1.11. Performance Security**

For the purposes of the Agreement, performance security shall be deemed to be an amount equal to 10 % of the Agreement Value (the "Performance Security"); which can be provided in the form of a bank guarantee or cash deposit.

In case any services is not found as per the prescribed Specification as given in Scope of Services, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/ contract value and shall be recovered by appropriation from the Performance Security.

### **6.2. Commencement, Completion, Modification and Termination of Contract**

#### **6.2.1. Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties.

#### **6.2.2. Commencement of Services**

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

#### **6.2.3. Expiration of Contract**

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

#### **6.2.4. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

#### **6.2.5. Force Majeure**

##### **Definition**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both
  - Take into account at the time of the conclusion of this Agreement, and
  - Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 6.2.6. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 6.2.7. Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

#### 6.2.8. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 6.3. Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

#### 6.3.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

#### 6.3.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.



- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

#### 6.3.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 6.4. Obligations of the Bidder

#### 6.4.1. Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

#### 6.4.2. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

#### 6.4.3. Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 12 months from the date of termination of the Contract.

#### 6.4.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.

- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

#### 6.4.5. Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

### 6.5. Obligations of the Client

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

### 6.6. Payments to the Bidder

#### 6.6.1. Professional fee and Payments

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

#### 6.6.2. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 2.3. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

### 6.7. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

### 6.8. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

### 6.9. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Greater Noida, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Allahabad High Court, Uttar Pradesh.