

Job number: 01/CFAO/Tax Consultant/2022-23

**NEW OKHLA INDUSTRIAL
DEVELOPMENT AUTHORITY
(NOIDA)**

Request for Proposal (RFP)

for

Selection of Tax Consultant for NOIDA

March 2023

Issued by:

**New Okhla Industrial Development Authority (NOIDA)
Main Administrative Building,
Sector-6, Noida-201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Selection of Tax Consultant for various items of work for NOIDA” contains brief information about the scope of work and selection process for the Bidder (“the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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 Bid/s. New Okhla Industrial Development Authority Ltd. (“NOIDA” or “the Authority” or “the Client”) or any of its employees or Tax Consultant shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NOIDA 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 NOIDA may deem fit without assigning any reason thereof.

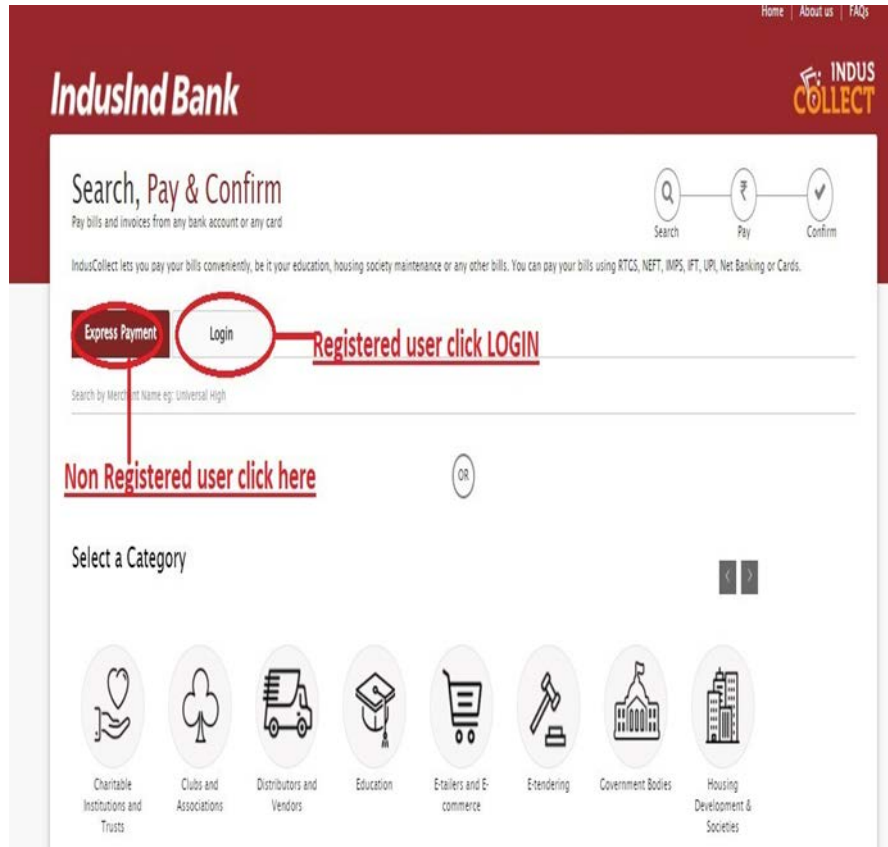
NOIDA reserves the right to accept or reject any or all Bids without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

Data Sheet

1.	Name of the Bid	RFP for Selection of Tax Consultant for various items of work for NOIDA
2.	Contract Period	12 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) Bidders will be ranked as per the total score as H1, H2, and so on.
4.	E-Tender Processing Fee	INR 5,900 (Rupees Five Thousand Nine Hundred Only), inclusive of GST (i.e. INR 5,000 plus 18% GST), through RTGS/NEFT only payable in favor of New Okhla Industrial Development Authority
5.	Earnest Money Deposit (EMD)	INR 1,00,000/- (Rupees One lakh Only)
6.	Bid System	Two Bid System (Technical and Financial quote)
7.	Name of the Authority and Official	CFAO Main Administrative Building, Sector-6 New Okhla Industrial Development Authority, Noida 201301 District Gautam Budh Nagar, Uttar Pradesh Email: office.fcnoida@gmail.com Phone No: 9205666044 9205691188
8.	Bid Validity Period	90 days
9.	Bid Language	English
10.	Bid Currency	INR
11.	Key Dates	Upload: 28/03/2023
	Uploading of Bid:	Prebid meeting: 03/04/2023 at 1500 hrs. at Noida Authority CFAO Office (online link will be shared on the website of https://noidaauthorityonline.in/
	Pre-Bid Meeting:	
	Bid Start Date & Time	Last date to submit queries: 03/04/2023, 1800 hrs.
	Last Date of Bid Submission on eportal:	Bid start date: 29/03/2023; 9:00 AM Last date of bid submission: 12/04/2023 1700 hrs.
	Date of Technical Bid Opening:	Bid Opening date: 13/04/2023 at 1100 hrs.
	Date of Opening of Financial Bid	Financial Bid Opening: To be communicated later
12.	Account details	For e-Tender Processing Fee & EMD Please refer user manual for paying "e-Tender Processing Fee" & "EMD Online"

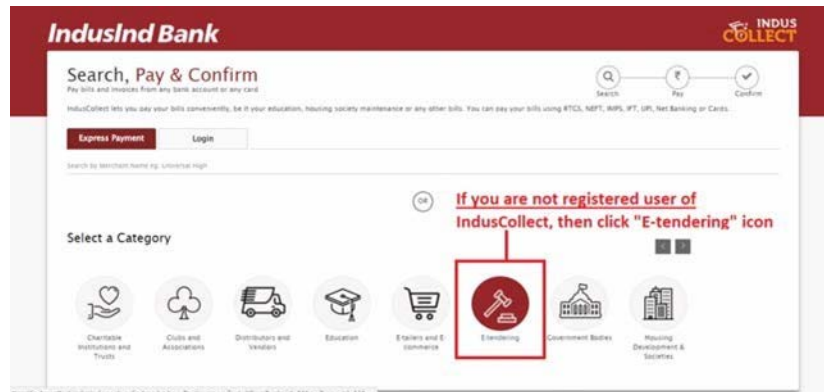
Instructions for bidder to do payment:

1. Visit Indus Collect website: <https://induscollect.indusind.com/pay/index.php>
2. If you are a registered user of Indus Collect, then login click on LOGIN tab. If you are not registered user of Indus Collect then click on Express Payment tab

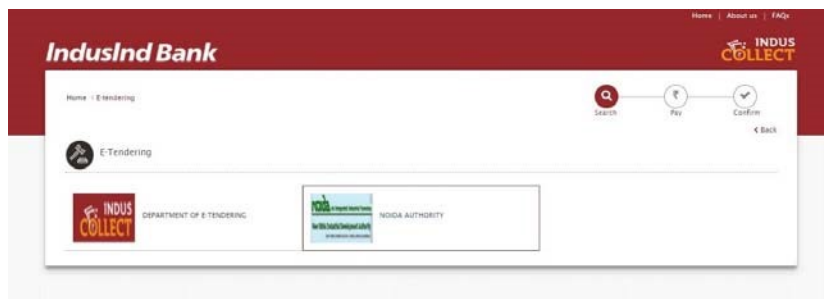


3. Flow for Non Registered users of IndusCollect:

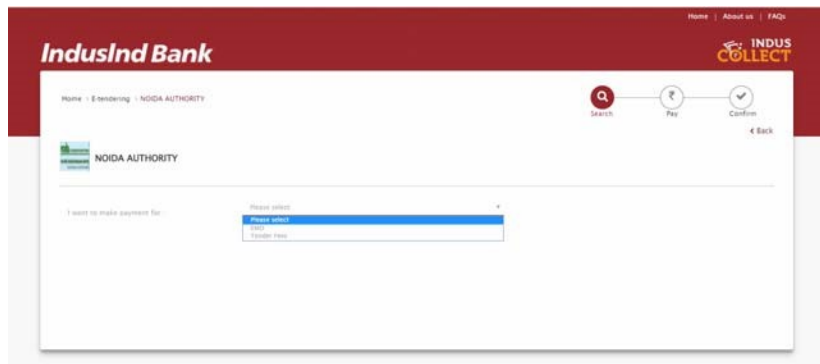
a. Select Category



b. Select NOIDA AUTHORITY



c. Select type of payment:

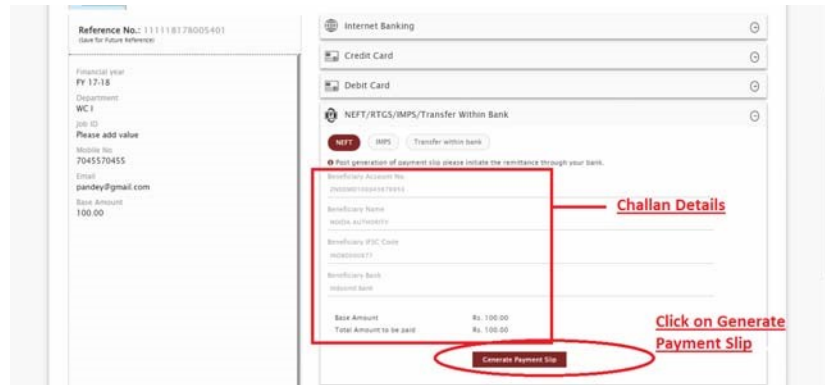


d. Enter Data & Click Submit:

e. Select the payment mode:

f. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details

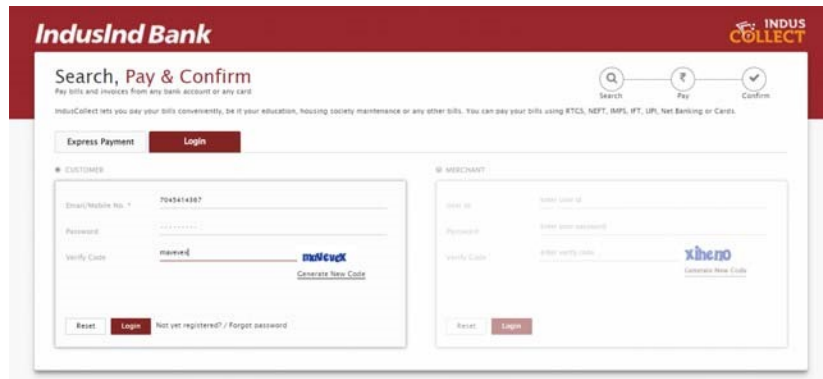
g. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then



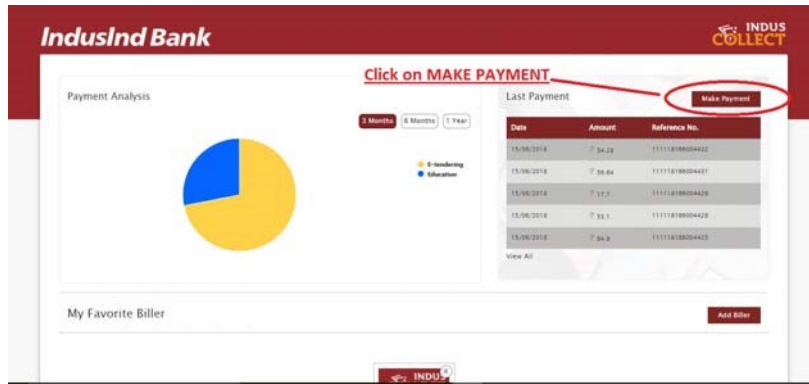
- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code
- ii. User will then login to their own bank's Netbanking or mobile app. iii. User will add beneficiary basis the details on Challan.
- iii. User will then make the payment to beneficiary

4. Flow for Registered users of IndusCollect:

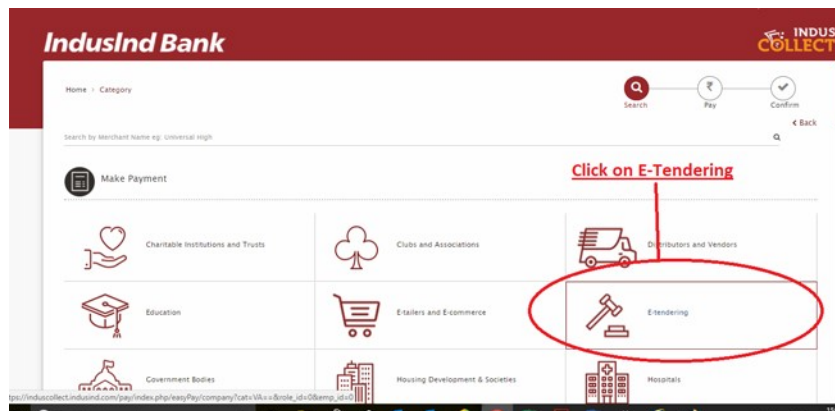
a. Login to IndusCollect



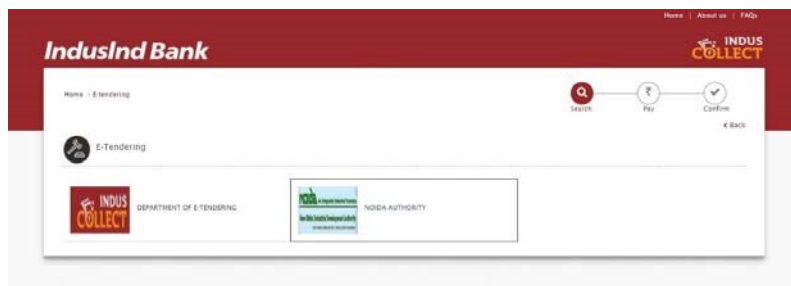
b. Click on MAKE PAYMENT



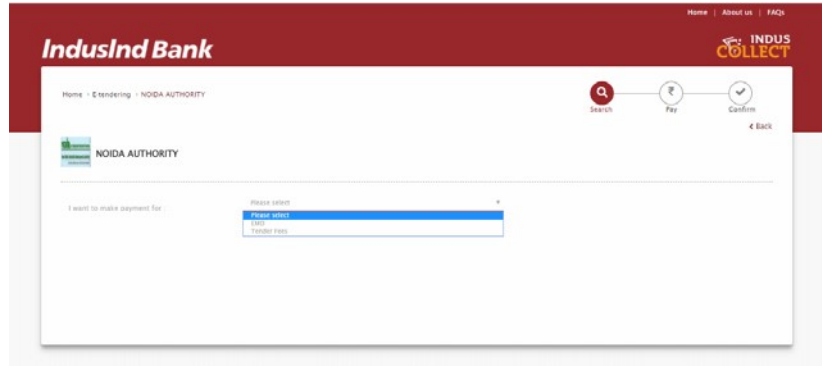
c. Select Category



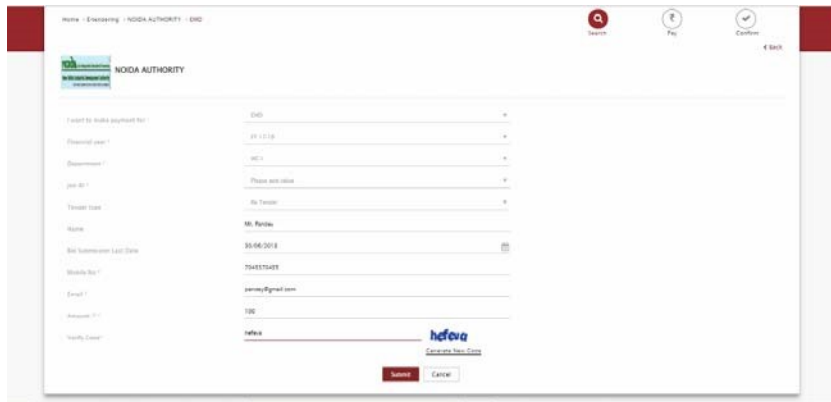
d. Select NOIDA AUTHORITY:



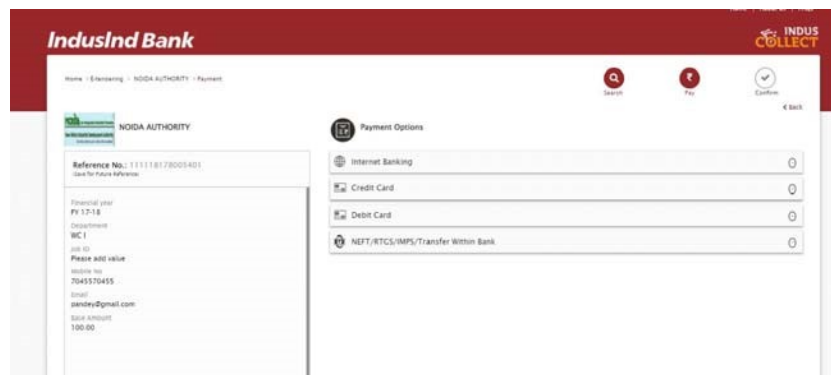
e. Select type of payment:



f. Enter Data & Click Submit:



g. Select the payment mode:



h. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details.

i. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then:

The screenshot displays a payment gateway interface. On the left, a sidebar contains the following information: Reference No.: 11118178005401, Financial year: FY 17-18, Department: WC1, and a request to add values for PAN ID, Mobile No. (7045570455), and Email (pandey@gmail.com). The main area is titled 'Internet Banking' and offers options for Credit Card, Debit Card, and NEFT/RTGS/IMPS/Transfer Within Bank. The NEFT/RTGS/IMPS/Transfer Within Bank section is active, showing a 'Generate Payment Slip' button. A red box highlights the beneficiary details fields, which include: Beneficiary Account No. (2020001100410078001), Beneficiary Name (NODIA AUTHORITY), Beneficiary IFSC Code (NODI0000001), Beneficiary Bank (NODIA BANK), and Beneficiary Bank (NODIA BANK). The amount section shows a Base Amount of Rs. 100.00 and a Total Amount to be paid of Rs. 100.00. A red arrow points from the text 'Challan Details' to the beneficiary details fields, and another red arrow points from the text 'Click on Generate Payment Slip' to the 'Generate Payment Slip' button.

- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
- ii. User will then login to their own bank’s Net banking or mobile app
- iii. User will add beneficiary basis the details on Challan
- iv. User will then make the payment to beneficiary

Contents

- Section I: General information..... 12
- Section II: Statement of Work..... 13
 - Scope of Work**..... 13
 - Payment schedule, deliverables and timelines** 14
 - 1. Team** 14
 - 2. Eligibility and Evaluation** 14
- Section III: Instructions to Applicants 17
 - 1. General Instructions** 17
 - 2. Preparation and Submission of Bids** 19
 - 3. Earnest Money Deposit** 23
 - 4. Opening and Evaluation of Bids** 23
 - 5. Award of Contract/Agreement**..... 25
- Section IV: General Conditions (GC) of Contract 25
 - 1. General Provisions**..... 25
 - 2. Commencement, Completion, Modification and Termination of Contract/Agreement** 27
 - 3. Obligations of the Tax Consultant** 29
 - 4. Obligations of the Client** 29
 - 5. Payments to the Tax Consultant** 30
 - 6. Good faith** 31
 - 7. Limitation of Liability** 31
 - 8. Settlement of Disputes** 31
 - 9. Conflict of Interest** **Error! Bookmark not defined.**
- Section V: Proforma for Submission 33
 - Form – T1 34
 - Form – T2 35
 - Form– T3 36
 - Form– T4 38
 - Form– T5 39
 - Form – T6 41
 - Form – T7 41
 - Form – T8 43
 - Form – T9 44
 - Form – T10 45

Section I: General information

Project Brief

New Okhla Industrial Development Authority (“NOIDA” or “Authority”) was constituted under the Provisions of U.P Industrial Area Development Act, 1976. The Authority is entrusted with the responsibility of preparing Master Plan for development of the area, to demarcate and develop sites for various land uses, to allot plot/properties as per regulations, to regulate the erection of buildings and setting up industries and to provide infrastructure and amenities.

NOIDA will select the Tax Consultant on the basis of evaluation criteria mentioned in this RFP. The terms and conditions have been detailed in the following sections. The document can be downloaded from eprocurement website <http://etender.up.nic.in>.

NOIDA 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.

All communications should be addressed to:

CFAO, Noida Authority

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority,

Noida 201301

District Gautam Budh Nagar, Uttar Pradesh

Email.: office.fcnoida@gmail.com

Section II: Statement of Work

The selected Tax Consultant is expected to provide (but not limited to) following services:

Scope of Work

NOIDA seeks to appoint Tax Consultancy Firm for Assisting and Providing Advisory Services in all sort of Tax Matters (Both Direct and Indirect Tax). The selected consultant will be responsible for verifying all type of taxes payable/ receivable by the Authority as well as representations at the Income Tax Tribunals. They are required to provide advisory services for any tax matter referred by the Authority. It is expected that the team of the selected firm will have necessary expertise, experience, capabilities and knowledge in the area of IT Act 1961 and other tax laws in India and abroad, which shall broadly cover the areas listed below. This listing is not exhaustive and should be regarded as an outline only. The assignment will include following work:

- Drafting of appeals and appearance before the appellate authorities - including but not limited to Commissioner of Service Tax/GST (Appeals) and Custom Excise & Service 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).
- Advance rulings under taxation laws
- Follow up with tax authorities. Filing of replies for various tax related matters from competent authorities.
- Representation of matters pending before appellate authority, Hon'ble Supreme Court and Hon'ble High Court of Lucknow, Delhi and Allahabad.
- Provide opinion to Noida on valuation and taxability of various income streams, interest, service charges, fees and commission, etc.) dealing with related parties like subsidiaries, associates etc.
- Preparation and filing of the income tax return of the Authority and any other related returns as per their due dates or on annual basis and generation of 26 AS
- 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.
- Preparation and filing of writs / affidavit / rejoinder / SLP / appeal against penalty orders / tax liabilities issued against Noida
- Matters relating to TDS on interest paid by various Banks
- Matters pertaining to short / nonpayment of service tax on renting of immovable property services.
- Computation of Advance Tax under the Income Tax Act on quarterly basis.
- Computation of provision for income tax for annual closing of accounts.
- Preparation and filing of required applications with tax authorities.
- Preparing direct tax & indirect tax status report on quarterly basis.
- Opinion on matters relating to EPF / ESIC cases pending before RPFC, High Court and other authorities
- Furnishing information/ opinion to Noida on the various day to day tax matters.
- Update/ guidance on change in any tax laws and their implications.
- Certificates if any to be issued in pursuance to the provisions of the Income Tax Act 1961
- Verification of TDS computation with regard to payment towards salary and perquisite of every employee of Noida and verification of TDS certificate as per Form 16.

- Appearing before the tax authorities in connection with show cause notices.
- Assist in compliance to ICDS (Income computation disclosure standards)
- Address any other tax references made by Noida to the consultant
- **Noida has one GSTIN and two GST TDS registration.**

Submission of Reports / Progress Updates / Effort Estimates

- Works log of the tasks assigned to the Consultant should be presented to the concerned officials at Noida on a quarterly basis
- **NOIDA has empaneled Advocates who will be representing cases in High Court and Supreme Court. The Tax consultant is expected to assist and guide the Advocate on such matters. However, representation in ITAT, Commissioner (appeals), CESTAT or any other relevant semi judicial court will have to be done by the Consultant.**

Payment schedule, deliverables and timelines

The overall period of the engagement of the Tax Consultant shall be one year (1) from the date of signing of contract/ Agreement, with the provision of extension for similar period/term based on the satisfactory performance as deemed fit by the Authority.

In response to the RFP, Applicants shall provide financial quote in the BOQ uploaded on the etender portal. GST as per applicable rates shall be paid by the Authority. The Applicants, while providing the financial quote shall factor in all costs for carrying out the said scope of work.

Timelines of the project and its deliverables shall be as under:

S No	Description
1.	Payment as per the rates quoted in financial proposal will be done on a quarterly basis upon satisfactory performance as assessed by the Authority. Work log to be presented with each bill.

where “T” is the date of execution of agreement against work order

1. Team

The Tax Consultant will have to evaluate the quantum of work as per the scope mentioned above and suggest the resources for the assignment. The qualifications of the team members should be such that they are able to deliver the work mentioned satisfactorily.

- One dedicated resource is expected to be stationed full time at Client site for rendering services requirement of the client on a day to day basis.

The dedicated resource should act as a single point of contact between the Authority and the Tax Consultant in addition to handling the day to day tasks at hand. Suitability of the dedicated resource will be judged post interview by the Department.

It is important that the availability of the extended team / resource(s) is such that he/she/they is/are available to be present for discussions/ meetings at a short notice since the process may involve a lot of iterations and idea exchange.

2. Eligibility and Evaluation

2.1 Minimum Technical and Financial Criteria

The Bidder’s/Applicant’s competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

Criteria	Proof Required
The core business of the Bidder should be providing tax and other allied advisory services. The Bidder should be a Private Limited Company/ Public Limited Company/ Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India with at least 10 years of existence in the field of Audit and Advisory Services (tax matters)	Copy of Articles of Association Certified copy of the Certificate of Incorporation issued by the Registrar of Companies/ Partnership Deed in case of Partnerships and Certificate of Commencement of business issued by the Registrar of Companies (For Companies) and relevant Incorporation/ Registration Certificate of RoC (For LLPs).
The Bidder must have an average annual turnover of minimum INR 5 crores (Five Crore) during the last three (3) years in India i.e., FY 2019-20, FY 2020-21 & FY 2021-22.	Certificate from Auditors providing the revenue/ income details for the last three years with audit reports and notes on accounts.
The bidder should have independently handled cases before ITAT segments in last 5 years (at least 2 cases). The cases should involve IT cases in which the amount of tax claimed / handled is more than INR 50 Crores.	Related Work Order / Judgement Copy <u>The Bidder should submit judgment copy and highlight the relevant excerpt where tax claimed / handled is highlighted (page number to be mentioned)</u>
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 20 Lakhs.	Related Work Order / Documentary proof

Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in above, will be summarily rejected. Consulting firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Authority's discretion on 'Eligibility Criteria' is final.

2.2 Evaluation of the Technical Proposal

The Evaluation Committee will evaluate the Technical Proposal using the evaluation parameters as laid under in clause 2.1 "Minimum Technical and Financial Criteria" this RFP. Bidders who will satisfy the minimum technical and financial criteria will be termed as "Pre-qualified Bidders". Further detailed evaluation of only "Pre-qualified Bidders" shall be done. All the "Pre-qualified Bidders" shall be evaluated/marked based on parameters laid down in clause 2.2.1 "Technical evaluation" below. "Pre-qualified Bidders" scoring, 60 marks and above will be termed as "Technically qualified Bidders". Legal proposals of only "Technically qualified Bidders" will be opened.

2.2.1 Technical Evaluation

The evaluation of technical proposals shall be based on following parameters:

S No.	Criteria	Max Score
1.	Financial capability	15 marks

	<p>Annual average turnover for the last three years 2019-20, 2020-21, 2021-22 (audited financial statements to be submitted):</p> <ul style="list-style-type: none"> • INR > 12 crore- 15 marks • INR 8.0 – 12.0 crore - 12 marks • INR 5.0 – 8.0 crore - 10 marks 	
2.	<p>Firms Experience in years in the field of Audit and IT Advisory Services (tax matters including GST cases).</p> <ul style="list-style-type: none"> • > 15 years' experience- 15 marks • 12 - 15 years' experience- 12 marks • 10 - 12 years' experience - 10 marks 	15 marks
3.	<p>Bidder should have served as tax consultant for urban local body / PSU / semi government / Industrial Authority / any other Government statutory body in India</p> <p>Number of clients served as tax consultant in last 5 years</p> <p>More than 5 – 15 marks</p> <p>More than 3 but less than or equal to 5 – 12 marks</p> <p>More than 1 but less than or equal to 3 – 10 marks</p>	15 marks
4.	<p>Experience in handling ITAT cases</p> <p>More than 10 cases – 25 marks</p> <p>More than 5 but less than 10 cases – 20 marks</p> <p>More than 2 but less than 5 cases – 15 marks</p> <p>The cases should involve IT cases in which the amount of tax claimed / handled is more than INR 50 Crores</p>	25 marks
8.	<p>Team proposed (professionals as per qualification and experience in TOR document)</p> <ul style="list-style-type: none"> • Team Lead <ul style="list-style-type: none"> ○ with minimum 10 years of experience. ○ 10 - 15 Years – 10 Marks ○ 15 Years and above – 15 Marks <p>Team Lead should be a qualified CA / CMA preferably with a law degree capable of independently handling taxation, and ITAT cases</p> <ul style="list-style-type: none"> • Team Associates (Two associates) <ul style="list-style-type: none"> ○ Direct Tax Expert ○ Indirect Tax Expert <p>Team associates should have minimum 5 years of experience with demonstrated experience of working on similar projects that involve taxation and ITAT issues for urban local body / PSU / semi government / industrial Authority / any other Government statutory body in India</p>	<p>Team lead: 15 marks</p> <p>Team Associates: 7.5 marks (each)</p>

	<ul style="list-style-type: none"> ○ with minimum 5 years of experience ○ 5 - 7 Years – 5 Marks ○ 7 Years and above – 7.5 Marks 	
9.	Total	100

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. Noida reserves the right to terminate the contract in case team members are found not to be satisfactory in their performance.

2.2.2 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.

2.2.2 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

On the basis of 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

Section III: Instructions to Applicants

1. General Instructions

- a) A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Neither the employees nor directors or related parties of the Bidding entity are eligible to apply. Any Bidder, who itself or whose directors, employees or related parties submit or participate in more than one tender/proposal would be disqualified.
- b) The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c) The Bidder shall carry out the services in compliance with the provisions of the Agreement. The Bidder represents that it is a professional and experienced entity, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.

- d) Bidders shall be evaluated based on the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NOIDA's decisions are without any right of appeal whatsoever.
- e) Any entity which has been barred by the Central/ State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to NOIDA before the last date for receiving queries/clarifications.
- g) NOIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to eBid or the Selection Process, including any error or mistake therein or in any information or data given by NOIDA.
- h) The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.1 Cost of Bid Document / e tender Processing Fee

- a) The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and New Okhla Industrial Development Authority ("NOIDA" or "the Authority"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> or on NOIDA website (www.noidaauthorityonline.in) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in Data Sheet through RTGS/NEFT only payable in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in Data Sheet will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted

1.2 Acknowledgement by Bidder

This Bid document is available on the web site <http://etender.up.nic.in> or on NOIDA website <http://www.noidaauthorityonline.in/> to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder`s shall have to pay e-Tender Processing fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Tender Processing fee will be non-refundable. Bid without tender fee in the prescribe form will not be accepted.

1.3 Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> or on NOIDA website <http://www.noidaauthorityonline.in/> to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder`s shall have to pay e-Tender Processing fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along

with the e-Bid. This e-Tender Processing fee will be non-refundable. Bid without tender fee in the prescribe form will not be accepted.

1.4 Amendment of e- Bid Document

- a) At any time prior to the deadline for submission of e-Bid, NOIDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eBid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NOIDA's website www.noidaauthorityonline.in. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- b) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NOIDA's website www.noidaauthorityonline.in from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NOIDA shall not be responsible for it.
- c) To allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NOIDA, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NOIDA's website www.noidaauthorityonline.in.

2. Preparation and Submission of Bids

2.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NOIDA shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

2.2. Documents constituting the e- Bid

The e-Bid prepared by the Bidder shall comprise the following components:

Technical e-Bid-

- i. **Fee details** - Details of e-Tender Processing fee and prescribed EMD
- ii. **Eligibility details** - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract agreement if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract agreement and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the contract/ Agreement.
- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this RFP

Financial quote e-Bid –

- i. Price bid – Bill of Quantities in XLS format to be filled in after downloading from the eProcurement website for this e-tender (<http://etender.up.nic.in>). There shall be a single Financial quote exclusive of GST but inclusive of any other prevalent taxes for the total scope of work for which the bid is submitted. Item wise list is illustrated in Evaluation section.

2.3. Documents establishing Bidder's Qualification

- a) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract agreement if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b) The documentary evidence of Bidder's qualification to perform the contract agreement if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document

2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

2.5. E-Bid currency

Prices shall be quoted in Indian Rupees only.

2.6. Formats and Signing of e-Bid

- a) The Bidder shall prepare one electronic copy of the technical e-Bid and Financial e-Bid separately.
- b) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract/ Agreement. The later authorization shall be indicated by a scanned copy of written power of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c) Bidders should provide all the information as per the RFP and in the specified formats. NOIDA reserves the rights to reject any proposal that is not in the specified formats.
- d) 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

2.7. Deadline for submission of e-Bid

E-Bid (Technical and Financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NOIDA may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case, all rights and obligations of NOIDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.8. Submission of e-Bid

- a) The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NOIDA.
- b) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- c) The Bidder should submit their e-Bid considering the server time displayed in the e- procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

The Bidders must follow the following instructions for submission of their e-Bid:

- I. For participating in the e-Bid through the e-Bidding 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., Lucknow if they have not done so previously for registration.

- II. In addition to the normal registration, the Bidder must register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the user login option on the home page with the login Id and password with which he/she has registered.
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 eprocurement 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 given above even before the e-Bid submission date starts. NOIDA shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- III. The Bidder can search for active Bids through "search active tenders" link, select a Bid 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 and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- IV. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the tender fee and EMD offline payment details. After entering and saving the tender fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and Financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- V. Next the Bidder should upload the technical e-Bid documents for fee details (tender fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and Financial quote schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and Financial quote (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- VI. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is 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 documents are protected, stored and opened by concerned bid openers only.
- VII. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid 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.
- VIII. NOIDA reserves the right to cancel any or all e-Bids without assigning any reason.

2.9. Late e-Bid

- a) Bids received by NOIDA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b) 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 submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder should 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 is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process

2.10. Withdrawal and resubmission of e-Bid

- a) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing 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 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 eBid.
- b) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's EMD.
- c) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid 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 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.
- d) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

2.11. NOIDA's right to accept any e-Bid and to reject any or all e-Bids.

- 1) Notwithstanding anything contained in this e-Bid, NOIDA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2) NOIDA reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NOIDA, the supplemental information sought by NOIDA for evaluation of the e-Bid.

- 3) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the NOIDA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the Selection Process.

2.12. Period of validity of e-Bid

- a) e-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by NOIDA. An e-Bid valid for a shorter period shall be rejected by NOIDA as non-responsive.
- b) In exceptional circumstances, NOIDA may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

2.13. Correspondence with the Bidder

- a) Save and except as provided in this e-Bid, NOIDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any e-Bid.
- b) Subject to Clause 4.5 no Bidders shall contact NOIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c) Any effort by the Bidder to influence NOIDA in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.

3. Earnest Money Deposit and Performance Guarantee

3.1. Earnest money deposit (EMD)

- a) The tenderer shall furnish, as part of its e-Bid, an EMD as stated in Data Sheet in form of RTGS/NEFT only in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NOIDA.
- c) Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- d) No interest will be paid by the Purchaser on the Earnest Money Deposit.
- e) The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract/ Agreement.
- f) The EMD may be forfeited:
- i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract / Agreement with the Authority.

3.2. Performance Guarantee

An amount equivalent to 5% of the quoted price (including taxes) shall be required to be deposited as performance guarantee before the signing of the Agreement, which shall be released after the successful completion of project.

4. Opening and Evaluation of Bids

4.1. Opening of technical e-Bid by NOIDA

- a) NOIDA will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NOIDA Office. The Bidder's representatives who are present shall submit the letter to NOIDA on the letter head of the company stating that the representative (name) is authorized to attend the meeting. He / She shall sign a register evidencing their attendance at NOIDA. In the event of the specified date e-Bid 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.
- b) The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Tender Fee and EMD must be submitted in the prescribed account of NOIDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c) The Bidders names and the presence or absence of requisite EMD and such other details as NOIDA at its discretion may consider appropriate, will be announced at the opening

4.2. Opening of Financial quote e-Bid

- a) After evaluation of technical e-Bid, through the evaluation committee NOIDA shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b) NOIDA will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may be sent by e-mail provided by Bidder.
- c) The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of Financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

4.3. Correction of errors

- a) Financial Bids determined to be responsive will be checked by NOIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b) The amount stated in the Financial Bid will be adjusted by NOIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his EMD shall be liable for forfeiture in accordance with Clause 3.1 (f)

4.4. Examination of e-Bid document

- a) The NOIDA will examine the e-Bid to determine if:
 - i. They are complete
 - ii. They meet all the conditions of the contract
 - iii. The required Tender fee, EMD and other required documents have been furnished
 - iv. The documents have been properly digitally signed; and
 - v. The e-Bids are in order
- b) Any e-Bid or e-Bids not fulfilling these requirements shall be rejected

4.5. Contacting NOIDA

- a) No Bidder shall contact NOIDA on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NOIDA, he/she can do so in writing.
- b) Any effort by a Bidder to influence NOIDA in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from NOIDA works and legal proceeding can also be initiated. EMD of such bidders will be forfeited

4.6. Confidentiality

- a) Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional Tax Consultant advising NOIDA in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b) NOIDA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NOIDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NOIDA or as may be required by law or in connection with any legal process

5. Award of Contract/Agreement

5.1. Award Criteria

- a) NOIDA will award the contract as per evaluation criteria stated in the RFP Document.
- b) NOIDA will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document

5.2. Notice of Award (NOA)

- a) Prior to the expiration of the period of e-Bid validity, NOIDA will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b) The acceptance of NOA will constitute the formation of the contract

5.3. Signing of Contract Agreement

At the same time as NOIDA notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the Contract Agreement with relevant document as mentioned in the RFP. The Contract agreement draft along with other related terms and conditions will be same as furnished in this eBid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

5.4. NOIDA's right to accept any e-Bid and to reject any or all e-Bids

NOIDA reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

Section IV: General Conditions (GC) of Contract

1. General Provisions

1.1. Definitions

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

- a) "Tax Consultant" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract/ Agreement.
- b) "Contract" means the Contract / Agreement signed by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's country/state
- d) "Party" means the Client or the Tax Consultant, as the case may be, and "Parties" means both of them

1.2. Law Governing Contract / Agreement

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

1.3. Language

This Contract/ Agreement 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/ Agreement

1.4. Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract/ Agreement 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.

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

1.5. Authorized Representatives

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

1.6. Taxes and Duties

The Tax Consultant shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract/ Agreement Price. In other words, only GST shall be paid extra by the Authority, and rest other taxes applicable shall be considered to be included in the quoted price.

In case any law requires NOIDA to pay tax on the contract / Agreement price on reverse charge basis the amount of tax deposited by NOIDA would be considered as paid to the Tax Consultant, and accordingly, the amount payable to the Tax Consultant would stand reduced to that extent.

In case the Tax Consultant does not deposit the tax payable on execution of the contract/ Agreement, or has not provided the tax invoices to NOIDA showing the amount of tax, or has not uploaded the documents in computerized tax network as per prevailing law, leading to non-availability of Input credit of the tax to NOIDA, the amount equivalent to such tax shall be deducted from the contract / Agreement price.

Stamp duty and registration charges, if any, payable on the executed contract/ Agreement document, shall be borne by the Tax Consultant.

Tax deduction at source, if any, shall be made by NOIDA as per law applicable from time to time from the amount payable to the Tax Consultant.

1.7. Fraud and Corruption

1.7.1. Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) “corrupt practice” means the 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/ Agreement execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract/ Agreement;
- c) “collusive practices” means a scheme or arrangement between two or more applicants, with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- d) “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 a contract/ Agreement.

1.7.2. Measures to be taken

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

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

2. Commencement, Completion, Modification and Termination of Contract/Agreement

2.1. Effectiveness of Contract/ Agreement

This Contract/ Agreement shall come into effect from the date the Contract/ Agreement is signed by both Parties. The date the Contract / Agreement comes into effect is defined as the Effective Date.

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modifications or Variations

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

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract/ 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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2.No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract / Agreement 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.

2.5.3.Extension of Time

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

2.5.4.Payments

Payment due to the firm shall be made as per the terms of agreement.

2.6. Penalty Clause

Failure to performance the work mentioned in the Section II-Scope of work of the contract/ Agreement satisfactorily, which may be not fulfilling the Obligations of the Tax Consultant as specified in Clause 4 of Section IV, or violation of Terms and Conditions as given in Clause 10 of Section IV, or any action of the Tax Consultant falling under Clause 11 (Removal from Empanelment) of Section IV, shall attract a penalty of 0.5% of the total contract value up to a maximum of 5% of the contract subject to the approval of the Authority. Additional steps beyond the penalty amount may include blacklisting / debarment as deemed necessary by the Authority.

2.7. Termination

NOIDA reserves the right to terminate and may terminate this Agreement 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.

2.7.1.By the Client

The Client may terminate this Contract/ Agreement, by not less than thirty (30) days' Written Notice of Termination to the Consultant/ Firms, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

- a) If the Consultant/ Firm does not remedy a Failure in the Performance of his Obligations under the Contract/ Agreement, within fifteen (15) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.
- b) If the Consultant/ Firm (or any of their Members) becomes insolvent or bankrupt.
- c) If the Consultant/ Firm, in the Judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract/ Agreement. For the purpose of this Clause:
 - i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract/ Agreement execution.
 - ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract/ Agreement to the detriment of the Client and includes Collusive Practice among Consultant/ Firms (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Client of the Benefits of Free and Open Competition.

- d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract/ Agreement.

2.7.2.By the Consultant

The Consultant/ Firm 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 Clauses 2.7.2.

- a) If the Client fails to pay any monies due to the Consultant/ Firm pursuant to this Contract/ Agreement and not subject to Dispute pursuant to Clause 9 hereof within forty five (45) days after receiving written Notice from the Consultant/ Firm that such Payment is overdue.
- b) If the Client is in Material Breach of its Obligations pursuant to this Contract / Agreement and has not remedied the same with in forty-five (45) days (or such longer period as the Consultant/ Firm may have subsequently approved in Writing) following the Receipt by the Client of the Consultant/ Firm's Notice specifying such Breach.
- c) If, as the Result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a Period of not less than sixty (60) days).

However, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations

2.7.3.Cessation of Rights and Obligations

Upon Termination of this Contract/ Agreement pursuant to Clause 2.6, or upon expiration of this Contract / Agreement pursuant to Clause GC 2.3 , all Rights and Obligations of the Parties hereunder shall cease except

- i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
- ii. The Obligation of Confidentiality set forth in Clause GC 3.2 hereof.
- iii. Right which a Party may have under the Applicable Law.

2.7.4.Cessation of Services

Upon Termination of this Contract/ Agreement by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant/ Firm shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant/ Firm, the Consultant/ Firm shall proceed as provided by Clause GC 3.3.

2.7.5.Payment upon Termination

Upon Termination of this Contract/ Agreement pursuant to Clauses 2.7.1 and 2.7.2, the Client shall make the following payments to the Consultant/ Firm.

- a) Remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the Effective Date of Termination

3. Obligations of the Tax Consultant

3.1. Standard of Performance

The Consultant 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 and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this

Contract/ Agreement 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.

3.2. Confidentiality

Except with the prior written consent of the Client, the Consultant 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 Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement 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 this Agreement, (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 this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

3.3. Documents Prepared by the Consultant to be the Property of the Client

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services shall remain with Consultant .Notwithstanding the delivery of any Services, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them).

3.4. Accounting, Inspection and Auditing

The Consultant (i) 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, and (ii) shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract/Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

4. Obligations of the Client

4.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Tax Consultant such assistance and exemptions as specified in the Contract/Agreement.

5. Payments to the Tax Consultant

5.1. Contract/ Agreement Price

The contract/ Agreement price will be payable in Indian Rupee.

5.2. Terms and Conditions of Payment

Payments will be made to the account of the Tax Consultant and according to the payment schedule stated in the RFP Document. NOIDA shall pay Tax Consultant as per agreed fees/quoted fees as per tender document. The clerkage charges shall be subject to the prevailing rates of NOIDA for each of the relevant bills as applicable.

5.3. NOIDA shall, within 30 days from the date of receipt of the invoice make payment to the Tax Consultant as per the terms of the RFP document

6. Good faith

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

7. Limitation of Liability

7.1. The Tax Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

7.2. The Tax Consultant shall, be liable to NOIDA for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

7.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Tax Consultant, or on the part of any person or firm acting on behalf of the Tax Consultant in carrying out the Services, with respect to damage caused to NOIDA's property, the Tax Consultant shall be liable for any indirect or consequential loss or damage to NOIDA.

7.4. The limitation of liability specified in clause 7.3 shall not affect the Tax Consultant's liability, if any, for damage to Third Parties caused by the Tax Consultant or any person or firm acting on behalf of the Tax Consultant in carrying out the Services.

7.5. The Tax Consultant shall be responsible for accuracy of the documents drafted and/ or vetted by it. Subject to the provisions of clause 7, it shall indemnify NOIDA against any inaccuracy in its work if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Tax Consultant or arises out of its failure to conform to good industry practice. The Tax Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents.

7.6. The Tax Consultant shall indemnify Noida for any losses, claims, damages, expenses (including all financial expenses), awards, penalties or injuries (collectively referred to as "claims") which may arise from or due to any unauthorised use of Documents/privileged information, or due to any breach or failure on part of the Tax Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of NOIDA.

8. Settlement of Disputes

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

8.2. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract/ Agreement 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/ Agreement or its interpretation.

8.3. Jurisdiction

Any dispute relating to this Contract/ Agreement or the Services shall be subject to the exclusive jurisdiction of the District Court at Gautam Buddha Nagar and High Court of Justice at Allahabad (Prayagraj), to which both the parties agree to submit for these purposes.

9. Removal from Contract

Where NOIDA is satisfied that the Consultant has committed or attempted to commit any of the following acts he may be removed or suspended from the panel, namely: -

- i. failing to attend the hearing of the case without sufficient reason and without prior intimation to NOIDA;

- ii. handing over the case or matter to another advocate without prior written permission of NOIDA;
- iii. not acting as per the instructions or acting against any general or specific instructions of NOIDA;
- iv. not returning the brief or matter or no-objection when demanded by NOIDA or not allowing or evading to allow the inspection of case records on demand
- v. misappropriation of any money or property of NOIDA or earmarking or using or appropriating the same towards his fees without the permission of NOIDA;
- vi. threatening, intimidating, abusing any employee, officer or representative of NOIDA or in any manner misbehaving with him;
- vii. making or allowing any of his associates or juniors to appear on behalf of any opposite party in any case or matter against the interests of NOIDA;
- viii. committing an act that tantamount to contempt of court or professional misconduct;
- ix. arrest or detention or disbarment by the Bar Council
- x. directly or indirectly passing on any secret or other information relating to NOIDA or any case or matter to the opposite party or the opposite or other advocate which causes or likely to cause damage to NOIDA's interests;
- xi. giving false or misleading information to NOIDA or to any officer or employee or representative of NOIDA relating to the proceedings of the case or matter;
- xii. not objecting the adjournment moved by any party to a case or matter without any sufficient reason;
- xiii. if at any time during the period of contract the Consultant has engaged in any fraudulent activities, misrepresentation, misappropriation etc.

10. Conflict of Interest

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NOIDA, or may reasonably be perceived as having this effect.

Section V: Proforma for Submission

This part of the document provides pro-forma for providing the information.

Authorized signatory of the Bidders must sign each page of the bid to be submitted to NOIDA.

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

CFAO Noida Authority

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority (NOIDA)

Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Subject: Selection of Tax Consultant for NOIDA

Dear Sir,

We, the undersigned, offer to provide Engagement of Tax Consultant for Noida in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

FIRM DETAILS

- 1. Details of the Firm/ Bidder
 - 1.1. Name of Firm/ Bidder: _____
 - 1.2. Address: _____
 - 1.3. Tel No. (with code): _____
 - 1.4. Contact person: _____
 - 1.5. Name of Partners: a) _____ b) _____ c) _____

- 2. Type of Company (Private Limited/ Partnership/ Sole Proprietorship firm) _____

- 3. Date of incorporation with documentary evidence _____

- 4. Registration detail of firm with documentary evidence _____

- 5. Legal status of the company (with supporting) _____

- 6. GST registration no. _____

- 7. Period of practice and areas of specialization _____

- 8. We agree with all the terms and conditions of this RFP document.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

CAPABILITY STATEMENT

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

Tender			
Name of Tenderer:			
S no	Criteria	Minimum Value	Filled by Bidder (with supporting documents)
1.	<p>The core business of the Bidder should be providing tax and other allied advisory services.</p> <p>The Bidder should be a Private Limited Company/ Public Limited Company/ Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India with at least 10 years of existence in the field of Audit and Advisory Services (tax matters)</p>	10 years	<p>Copy of Articles of Association</p> <p>Certified copy of the Certificate of Incorporation issued by the Registrar of Companies/ Partnership Deed in case of Partnerships and Certificate of Commencement of business issued by the Registrar of Companies (For Companies) and relevant Incorporation/ Registration Certificate of RoC (For LLPs).</p>
2.	<p>The Bidder must have an average annual turnover of minimum INR 5 crores (Five Crore) during the last three (3) years in India i.e., FY2019-20, FY 2020-21 & FY 2021-22.</p>	INR 5 Crores	<p>Certificate from Auditors providing the revenue/ income details for the last three years with audit reports and notes on accounts</p>
3.	<p>The bidder should have independently handled ITAT cases segments in last 5 years (at least 2 cases)</p>	2 cases	<p>Related Work Order</p> <p>(mention details in T4)</p>

	The cases should involve IT cases in which the amount of tax claimed / handled is more than INR 50 Crores		
4.	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 fees of INR 20 Lakhs	1 Client	Related Work Order / Documentary proof (mention details in T4)

FIRM'S EXPERIENCE – Supporting Documents

1) Similar Experience

a) **Brief description of works done in tax consultancy involving similar scope of work as indicated in the current RFP:**

b) **Whether on panel of any Govt. Dept. / PSU for tax matters? Please indicate period against each name and average number of matters assigned**

Name of Department / PSU / Etc.:

On Panel From: To:

2) ITAT cases handled (last 5 years)

Case description:	
Status Whether successfully completed or not:	
Page number of the judgement where tax handled / claimed is mentioned:	

**Please submit relevant judgement copy and highlight the page and paragraph where tax handled / claimed is mentioned.*

INDIVIDUAL EXPERIENCE – FOR TEAM LEADER AND ASSOCIATES

Name:	
Date of joining the firm	
Date since performing work related to experience in providing similar tax consultancy services in India, especially to government entities/ departments/ reputed corporate organizations	
Qualification Academic: Professional:	
Total number of years of experience	
Similar Project Description for the Individual: 1. 2. 3.	

Date:

Place:

Signature of the Applicant

* Note: The applicant should submit related documentary evidences for any experience and qualification stated by the applicant. NOIDA may seek additional information of any experience/qualification shown in Form T5.

FINANCIAL CAPACITY

Bidder should submit their financial details as per the following (certified by Auditor / CA whichever is applicable along with their UDIN and Membership number):

This is to certify that the Annual Turnover of M/s for last three years is as below:

Year	Annual Turnover
2021-22	Fill Details
2020-21	Fill Details
2019-20	Fill Details
Average	Fill Details

For the purpose of qualification:

- 1) The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- 2) The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.

Authorised Signatory

(Name and Designation of Authorised Signatory)

MEMORANDUM

Name of Work: Selection of Tax Consultant for NOIDA

I/We agree to keep the quoted rate open for acceptance for 90 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Noida.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

SALEABLE FORM FOR TENDER DOCUMENT

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

BIDDER

DECLARATION OF REFUND OF EARNEST MONEY

**New Okhla Industrial Development Authority (NOIDA)
Main Administrative Building, Sector-6, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

1 Bidder Name	<input type="text"/>
2 Bidder Address	<input type="text"/>
3 Bank Name	<input type="text"/>
4 Bank Branch	<input type="text"/>
5 A/c No	<input type="text"/>
6 IFSC Code	<input type="text"/>
7 PAN No.	<input type="text"/>
8 Tin/TAN No.	<input type="text"/>
9 GST No.	<input type="text"/>
10 Phone No.	<input type="text"/>
11 Mobile No.	<input type="text"/>
12 Email-Id	<input type="text"/>
13 Type of Account	<input type="text"/>
14 Party Unique Id	<input type="text"/>

Form – T10 (to be separate from technical proposal)

Financial Bid Form

To be filled on the etenders portal only

Bid Details

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached (Yes/No/Not applicable)	Page No. (Mandatory)
1.	E-Tender Processing Fee		
2.	Earnest Money Deposit		
3.	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership		
4.	Self-attested copy of PAN card of the company/firm; the GST registration and ITR		
5.	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
6.	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years, if applicable		
7.	Form 1: Letter of Proposal Submission		
8.	Form 2: Firm Details		
9.	Form 3: Capability Statement		
10.	Form 4: Firm Experience		
11.	Form 5: Individual Experience		
12.	Form 6: Financial Capacity		
13.	Form 7: Memorandum		

14.	Form 8: Saleable Form for Tender Document		
15.	Form 9: Declaration of Refund of Earnest Money		
16.	Form 10: Legal Bid Form		
17.	Form 11: Bid Details		
18	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		

Annexure – List of Cases

Please find attached the list of pending matters (list is tentative):

Respective Tribunal	Number of Cases
Matters pending before National Faceless Assessment Centre	2
Matters pending before Commissioner of Income Tax (Appeals)	13
Matters pending before Hon. High Courts	3
Matters pending before Hon. Supreme Court	1
Other Income Tax Matters	3
GST Matters	3
Service Tax Matters	2
PF & ESI Matters <ul style="list-style-type: none"> • Before RPFC • Allahabad High Court • Before Asst. Dir. ESIC 	<ul style="list-style-type: none"> • 1 • 4 • 2