



राष्ट्रीयसमुद्रप्रौद्योगिकीसं

स्थान

NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

संविदाआमंत्रणसूचना(नि.आ.सू.)

NOTICE INVITING TENDER (NIT)

फार्मसंख्या: NIOT/S&P/NIT
Form No.



e-Tender Schedule

निविदा संख्या/ Tender No.	NIOT/S&P/FnA/70004/2022-23
कोजारी Issued To	Engagement of Chartered Accountant firm as Tax consultant for Indian Taxation
निविदाप्रणाली/Tender Mode	eProcurement (LT-RC)
<i>“This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected NIOT’s service providers. Unsolicited offers are liable to be ignored. However, service providers who desire to participate in such tenders in future may apply for registration with NIOT as per procedure.”</i>	
निविदाजारीहोनेकीतिथि Tender Issue date	30/01/2023
निविदा बंद होने की तिथि व समय Tender Closing Date and Time	On 23/02/2023at 3.00 PM
निविदा खुलने की तिथि व समय Tender Opening Date and Time	On 23/02/2023at 3.30 PM
बोली का प्रकार एवं निविदा प्रस्तुतिकरण Bidding Type& Tender submission	Single Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-procure Portal www.eprocure.gov.in/app
विनिविदा प्रलेख उपलब्धता स्थान Tender Documents available place	Tender documents can be freely downloaded from www.eprocure.gov.in/app and our website www.niot.res.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.
ई-निविदा के लिये सहायता मैनुअल/Help manual for e-tender	Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel : The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
अपने प्रश्न ई मेल आईडी पर भेजें Send your queries to the email IDs	निविदाकेअंतिमचरण तक/Upto Tender finalisations support-eproc@nic.in / cphp-nic@nic.in tendergroup@niot.res.in / gopal@niot.res.in

राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**

वेलचेरीताम्बरममेनरोड **VELACHERY TAMBARAM MAIN ROAD**

नारायणपुरम, चेन्नै 600 100 **NARAYANPURAM, CHENNAI 600 100**

रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <http://www.niot.res.in/tender>

Bid Preparation and Tender Submission Procedure

Bidders may download the help documents and Bidders manual kit and FAQ from www.eprocure.gov.in/app. Toll free Helpdesk phone number 180030702232

a) For any technical queries related to operation of the Central Procurement Portal please mail to cphp-nic@nic.in OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874**.

b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel :** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to support-eproc@nic.in

c) For any policy related matter / clarifications pl contact cphp-doe@nic.in - managed by Dept of Expenditure, Min of Finance.

d) For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).

e) **The prospective Bidders should register themselves in the CPHP Portal and submit the Bids electronically through the CPHP portal. The paper based physical Tender submission is not permitted.**

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INTRODUCTION

National Institute of Ocean Technology (NIOT) is an autonomous body under the Ministry of Earth Sciences, and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender Document

e-tenders are invited for **Engagement of Chartered Accountant firm as Tax consultant for Indian Taxation** at NIOT, Chennai as per the scope of work enclosed at Annexure-1

1. Submission of bids

Bidders are advised to submit their quotation in single part containing Technical, Commercial and price bid together should be submitted electronically through the Procurement Portal www.eprocure.gov.in/app

2. This NIT shall form part of the Order / Contract document.

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated at Annexure - 1 wherever difference arises.

INSTRUCTION TO BIDDERS:

4. Security: Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.

5. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the order placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT.

6. Service shall not be commenced without an Official order.

7. Order Acceptance: The successful bidder should submit order acceptance within 7 days from the date of order, failing which it shall be presumed that the vendor is not interested.

8. Change of Name after award: Request / intimations with regard to change of name of the contract or constitution of the contractor after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.

BIDDING CONDITION

9. In case of the unscheduled holiday in Chennai being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

10. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of **180 days** or for the period indicated in the SCC of this NIT whichever is more from the date of opening of Bids. A Bid valid for shorter period may be considered as unacceptable and liable for rejection.

11. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically.

12. Signing of bids: Each page of the tender and tender document shall be signed by the bidder. Unsigned bid is liable for rejection.

13. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between

the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

14. The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

15. Bid or modification to bids received after closing date and time shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

16 Commercial compliance as per the NIT shall be furnished along with the offer.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

17. Payment: NO ADVANCE PAYMENT WILL BE MADE. As per standard terms, Payment will be made within 30 days from the date receipt of bill along with the required documents submitted pursuant to GCC Clauses as per conditions mentioned in the Special conditions of contract (SCC) indicated at Annexure – 1 and upon fulfillment of other obligations stipulated in the order.

18. Taxes and duties:

I Payable only for the Indian bidder:

- a) **GST Registration:** You may submit a copy of GST Registration certificate along with your quotation.

II Deductibles:

- a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is mandatory.
- b) **GST-TDS:** NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor.
TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided.

Name of the Organization	NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
Address	NIOT Campus, Velachery Tambaram Main Road, Pallikaranai, Chennai-600100, TamilNadu.
Email	postmaster@niot.res.in
Telephone No.	044-66783300
Tax Deductor GSTIN	33AAATN0530G1Z6

19. Performance Security – If the contract value exceeds INR 25.0 lakhs, The bidder should deposit 3% of the order value as performance Security or at the rate prescribed by Govt. of India at the time of execution, within 2 weeks from the date of issue of Work Order. The performance security shall be in one of the following forms:

1. By Demand Draft/Banker's Cheque drawn in favour of "Director, NIOT, Payable at Chennai (or)
2. Bank Guarantee as per prescribed format issued by a nationalized bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order / Contract.

Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order.

Performance Security will be returned only after successful completion of contract period.

20. Arbitration / Disputes - In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the

dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT.

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

Documents Establishing Bidder's Eligibility and qualifications

21. Eligibility: The bidder shall furnish, as a part of his bid, documents establishing the bidders' eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess TIN No., PAN No., GST No. and any other registration to claim the statutory levies.

Commercial Terms Compliance sheet

Sl. No	Particulars	Yes	No	offer Page Ref
1.	Whether every page of the tender document is signed for acceptance of tender and enclosed along with the offer?			
2.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
3.	Whether accepted to submit the order acceptance within 7 days from the date of order?			
4.	Whether Quote is valid for 180 days from the date of tender opening or time specified in the tender document whichever is later?			
5.	Whether payment terms of the tender is complied with?			
6.	Whether the tender is fully complying with tender scope of work, if no, list out deviations very clearly along with the appropriate reason for the deviation?			
7.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
8.	Whether a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)			
9.	Whether copy of duly signed (all pages) tender document is enclosed alongwith the quotation.			
10.	Whether the rate is valid for three years?			

Scope of Work**1. SCOPE OF WORK**

The service of the Tax Consultant would include advice on issues pertaining to tax and regulatory matters including tax treaties which may arise from time to time in the course of operations.

The aforesaid service would cover the following statutes:

- Income Tax Act, 1961
- Relevant Double Taxation Avoidance Agreement as may be applicable to the specific country
- Exchange Control Laws
- GST Act and Rules

Expertise in the GST matters is a core requirement in the areas of services under Indirect Tax. The Consultant shall provide consultancy services as per the scope of work indicated below:

1.1 Direct Tax**1.1.1 Annual tax Return**

- 1.1.1.1 Filing of Annual Income – Tax return for the Institution as per provision of the Income Tax Act
- 1.1.1.2 Co-ordination with the Income Tax Department in getting certificate under Sec.197 towards non-deduction of tax for the Technical/consultancy services undertaken by NIOT.
- 1.1.1.3 Updating NIOT on all day to day changes in relevant tax laws and suggesting measures for effective adaptation of changes in NIOT periodically before 10th of every month and also immediately on major changes relating to NIOT.
- 1.1.1.4 Review of quarterly statements in respect of tax deducted/deposited from Salary, Honorarium and Contractors, etc. before filing return for compliance.

1.1.2 Withholding Tax Compliance

- 1.1.2.1 Advice on prevailing tax withholding rates on various categories of payments and advise on amended taxes, if any, for immediate compliance.
- 1.1.2.2 Issue of Form 15 CB for payments to non-residents

1.2 Indirect Tax**1.2.1 Goods and Services Tax (GST)**

- 1.2.1.1 Providing updates on statutory changes in GST related matters.
- 1.2.1.2 Causing appearances and making submission to the Department in the course of assessments.
- 1.2.1.3 TDS return compliances under GST including GSTR 9 annual return and related documents.
- 1.2.1.4 Verification of monthly GST liability for purchases of goods and services made from registered/unregistered suppliers/vendors
- 1.2.1.5 Verification of monthly GST liability for reverse tax mechanism.
- 1.2.1.6 Verification of challans and GST credit and adjustments thereof.
- 1.2.1.7 Scrutiny of GST Credit register for input services used based on documents provided by the client and advise to offset against any liabilities as admissible to NIOT and reconciling the liability
- 1.2.1.8 Verification and assisting in submission of the various returns as prescribed in GST Act / Rules.
- 1.2.1.9 Scrutinizing documents from time to time to ensure proper compliance.

1.3 Need Based On-Call Advisory Services

Rendering expert opinion for various taxes / international taxation matters / financial issues as and when required by NIOT not related to routine functions as stated under Point 1.1 & 1.2. An average of 20 opinions is expected per annum.

1.4 On site visit

- 1.4.1 One representative of the Tax Consultant firm, having experience on Tax matters, shall visit NIOT to complete / attend the task mentioned in the scope of work viz., verify the deduction of tax and preparation of challan (GST), assist filing of monthly / quarterly return, assist for filing correction statement well before the prescribed due date of remittance / filing of the return. The Consultant will also be required to visit the NIOT on a short notice for a meeting on urgent matters, if any and also available over phone during the general working hours of NIOT in addition to all other electronic mode of communication for clarification of day to day routine items of tax related matters. This is mandatory and fees will be restricted by 8.33% per non-visit for non-compliance from the quarterly payment
- 1.4.2 A capable representative of tax firm is to be deputed to NIOT on 5 days in a week for all working days on all months to facilitate NIOT to prepare necessary document, do verification and furnish returns. This is mandatory and fees will be restricted by 8.33% per non-visit for non-compliance from the quarterly payment.
- 1.4.3 One Senior Officer of the Tax Consultant firm should be available at least for one day in a month to discuss the important and pending issues. This is mandatory and fees will be restricted by 8.33% per non-visit in a quarter for non-compliance from the quarterly payment.
- 1.4.4 In case of non-satisfactory performance by the official deputed, NIOT may insist for change of person and the audit firm should oblige to NIOT's request.

- 1.5 **Validity of the contract:** The contract will be valid initially for a period of one year and extendable for further period of two years based on satisfactory performance and according to requirements of NIOT on the same terms and conditions.

1.6 Payment :

Sl.No.1.1 & 1.3 of BoQ will be paid quarterly basis on submission of invoice duly certified by Head, F&A.

Sl.No.1.2 of BoQ will be paid on case to case basis on submission of invoice duly certified by Head, F&A.

1.7 Termination of Contract

NIOT may, at its sole discretion and at any time terminate the contract by giving a month notice and inform the Consultant Firm about NIOT's decision by written instruction to that effect. In the event of the Contract being so terminated, the firm shall ensure that all pending assignments are completed and due payments claimed.

- 1.8 Tax:
GST@ 18% will be paid extra. TDS will be deducted as per govt. of India IT rules. PAN details should be provided.
GST TDS: The TDS for GST @ 2% will be deducted from the item value and the certificate will be issued after remittance by NIOT.
- 1.9 In all matters of ambiguity and inconsistency between the correspondence and the terms and conditions, the decision of NIOT shall be final and binding.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

Technical Pre-qualification

1. C&AG empanelled firm will alone be considered and documentary evidence, in this regard, to be attached.
1. Past work experience in brief along with the current assignments handled especially mentioning the major clients (not less than **THREE**) in the area of Direct and Indirect tax to Central Autonomous organizations and similar organizations (Not Corporations, Companies / Banks and Insurance Companies) during the last 3 years with documentary evidence to be attached.

The bids which satisfy the pre-qualification will alone be considered for evaluation.

The bid shall also necessarily contain the following:

1. A brief description of the bidder's organization and an outline of the work experience, specialization and other material information about the organization.
4. Brief detail of qualified professionals employed by the bidder in their organization along with complete detail of team members proposed for NIOT assignment including their name, experience, profile, specialization etc. keeping in view the requirement mentioned in bid evaluation criteria are required to be furnished by the bidder as tabulated below :

Sl. No.	Name of the Senior Officer	Qualification	Level in the Bidder organization	Post qualification and other relevant experience

5. For the execution of NIOT assignment, the bidders are required to furnish a work plan for effective execution of the assignment. Resume of the proposed senior officer may also be attached separately.
6. The team members must be promptly available for the assignment as and when required. The bidder must demonstrate in their bid to the satisfaction of NIOT that the proposed team members possess the relevant and suitable capability and experience for the assignment.
7. Bidders have to provide confirmation **that the firm has an office in Chennai** and the team members identified for NIOT assignment are located in Chennai.

PRICE BID FORMAT

FINANCIAL BID FOR APPOINTMENT OF CA FIRM AS TAX CONSULTANT

S.No.	Scope of work	Qty.	First year	Second Year	Third Year	Total
Amount (in Rupees)						
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.	Engagement of Chartered Accountant firm as Tax Consultant for Indian Taxation					
1.1	Income Tax compliance and advise for all items of work mentioned under Direct Tax (SI.No.1.1), SI.No.1.3 and SI.No.1.4 except item SI.No.1.1.2.2 (Annual Lumpsum)	Lumpsum				
1.2	Issue of Form 15CB for payment to non-residents (For arriving at L 1, 20 certificates will be taken into account) (Item 1.1.2.2)	20 certificates	per certificate	per certificate	per certificate	(d)+(e)+(f) * (c)
1.3	GST compliance and advise for all items of work mentioned under Indirect Tax (SI.No.1.2) (Annual Lumpsum)	Lumpsum				
1.4	TOTAL (1.1 to 1.3)					
1.5	GST @ 18%					
1.6	Grand total (1.4+1.5)					

Amount in words.....

N.B. For comparison, 1.6(g) will be the deciding factor.

We agree to all applicable terms and conditions listed in the tender document.

Signature with Seal

Compliance sheet for Scope of Work (The format should not be altered)

Sl. No	Particulars	Yes	No
1.1	Direct Tax		
1.1.1	Annual tax Return		
1.1.1.1	Filing of Annual Income – Tax return for the institution as per provision of the Income Tax Act		
1.1.1.2	Co-ordination with the Income Tax Department in getting certificate under Sec.197 towards non-deduction of tax for the consultancy projects handled by NIOT.		
1.1.1.3	Updating NIOT on all day to day changes in relevant tax laws and suggesting measures for effective adaptation of changes in NIOT periodically before 10 th of every month and also immediately on major changes relating to NIOT.		
1.1.1.4	Review of quarterly statements in respect of tax deducted/deposited from Salary, Honorarium and Contractors, etc. before filing return for compliance		
1.1.2	<u>Withholding Tax Compliance</u>		
1.1.2.1	Advice on prevailing tax withholding rates on various categories of payments and advise on amended taxes if any for immediate compliance		
1.1.2.2	Issue of Form 15 CB for payments to non-residents		
1.2	Indirect Tax		
1.2.1	Goods and Services Tax (GST)		
1.2.1.1	Providing updates on statutory changes in GST related matters.		
1.2.1.2	Causing appearances and making submission to the Department in the course of assessments		
1.2.1.3	TDS return compliances under GST including GSTR 9 annual return and related documents.		
1.2.1.4	Verification of monthly GST liability for purchases of goods and services made from registered/unregistered suppliers/vendors		
1.2.1.5	Verification of monthly GST liability for reverse tax mechanism.		
1.2.1.6	Verification of challans and GST credit and adjustments thereof.		
1.2.1.7	Scrutiny of GST Credit register for input services used based on documents provided by the client and advise to offset against any liabilities as admissible to NIOT and reconciling the liability		
1.2.1.8	Verification and assisting in submission of the various returns as prescribed in GST Act / Rules.		
1.2.1.9	Scrutinizing documents from time to time to ensure proper compliance.		

Sl. No	Particulars	Yes	No
1.3	Need Based On-Call Advisory Services Rendering expert opinion for various taxes / international taxation matters / financial issues as and when required by NIOT not related to routine functions as stated under Point 1.1 & 1.2. An average of 20 opinions is expected per annum.		
1.4	On site visit		
1.4.1	One representative of the Tax Consultant firm, having experience on Tax matters, will be required to visit NIOT to complete / attend the task mentioned in the scope of work viz., verify the deduction of tax and preparation of challan (GST), assist filing of monthly / quarterly return, assist for filing correction statement well before the prescribed due date of remittance / filing of the return. The Consultant will also be required to visit the NIOT on a short notice for a meeting on urgent matters, if any and also shall be available in electronic modes during office hours of NIOT. This is mandatory and fees will be restricted by 8.33% per non-visit for non-compliance from the quarterly payment.		
1.4.2	A capable representative of tax firm is to be deputed to NIOT on 5 days in a week for all working days on all months to facilitate NIOT to prepare necessary document, do verification and furnish returns. This is mandatory and fees will be restricted by 8.33% per non-visit for non-compliance from the quarterly payment.		
1.4.3	One Senior Officer of the Tax Consultant firm should be available at least for one day in a month to discuss the important and pending issues. This is mandatory and fees will be restricted by 8.33% per non-visit in a quarter for non-compliance from the quarterly payment.		
1.4.4	In case of non-satisfactory performance by the official deputed, NIOT may insist for change of person and the audit firm should oblige to NIOT's request		
1.5	Validity of the contract: The contract will be valid initially for a period of one year and extendable for further period of two years based on satisfactory performance and according to requirements of NIOT on the same terms and conditions.		
1.6	Payment : Sl.No.1.1 & 1.3 of BoQ will be paid quarterly basis on submission of invoice duly certified by Head, F&A. Sl.No.1.2 of BoQ will be paid on case to case basis on submission of invoice duly certified by Head, F&A.		
1.7	Termination of Contract NIOT may, at its sole discretion and at any time terminate the contract by giving a month notice and inform the Consultant Firm about NIOT's decision by written instruction to that effect. In the event of the Contract being so terminated, the firm shall ensure that all pending assignments are completed and due payments claimed.		
1.8	In all matters of ambiguity and inconsistency between the correspondence and the terms and conditions, the decision of NIOT shall be final and binding		

Note: 1.4.1 to 1.4.3 are mandatory and fees will be restricted to by 8.33% in case of non-compliance.