

JOB NO: 01/CFAO/Tax Consultant/2024-25

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Request for Proposal (RFP)



RFP for Selection of Tax Consultant for various items of work for NOIDA

July 2024

Issued by:
New Okhla Industrial Development Authority
Main Administrative Building
Sector 6, Noida- 201301
Uttar Pradesh, India

RFP for Selection of Tax Consultant for various items of work for NOIDA

Data Sheet

1	Name of the Bid	RFP for Selection of Tax Consultant for various items of work for NOIDA
2	Time-period of contract	24 months (extendable by another 24 months(12 months for each extension), depending on requirements and on Authority's discretion)
3	Method of selection	Quality cum Cost based selection (QCBS) (70:30)
4	Bid Processing Fee	INR 5,900 inclusive of GST @18% (Indian rupees five thousand nine hundred only)
5	Earnest Money Deposit (EMD)	INR 1,00,000 (Rupees One Lakh only) (through RTGS/NEFT only)
6	Financial Bid to be submitted together with Technical Bid	Financial bid form to be filled online only
7	Name of the Implementing Authority for addressing queries and clarifications	Chief Finance and Accounts Officer Main Administrative Building, Sector-6 New Okhla Industrial Development Authority, Noida 201301 District Gautam Budh Nagar, Uttar Pradesh Email: fc@noidaauthorityonline.com Phone No: 9205666044 9205691188
8	Bid Validity Period	120 days from the bid submission due date
9	Bid Language	English
10	Bid Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	RFP Upload Date	26.07.2024 10:00 hrs.
	Last date of receiving queries	NA
	Pre-bid meeting	NA
	Issuance of responses to queries and final RFP	NA
	Bid start Date & Time	26.07.2024 10:00 hrs.
	Bid end Date & Time	08.08.2024 18:00 hrs.
	Opening of Technical Bid	09.08.2024 at 11:00 hrs.
	Opening of Financial Bid	To be communicated later
Issuance of Notice/Letter of Award (NOA/LOA)	Within 30 days of selection of preferred Bidder	
12	Performance Security	5% of the Total Quoted Fee
13	Consortium to be allowed	Not Allowed
14	Account details	(a): For e-tender Processing Fee & EMD Refer to the user manual for paying "e-Tender Processing Fee" & "EMD Online"

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Disclaimer

This request for proposal (RFP Document or tender document or tender) for “RFP for Selection of Tax Consultant for various items of work for NOIDA” (‘the Project’) contains brief information about the Project, eligibility criteria, and selection process for the Bidder (or “Tenderer” or “the Agency”). 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 Bidder 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 application. New Okhla Industrial Development Authority (“NOIDA” or “the Authority”) or any of its employees or advisors 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 applications 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 applications to be submitted in terms of this RFP Document.

Glossary

- 1) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NOIDA to the prospective bidders.
- 2) **“Applicable Laws”** means all the laws including local, state, central or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 3) **“Bank Guarantee / Performance Security”** means Guarantee issued by a scheduled bank in favour of NOIDA.
- 4) **“Bidder”** or **“Tenderer”** means a sole proprietorship, registered partnership firm, LLP, public limited company, private limited company, society/trust, Government entity, Public Sector Enterprise and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents.
- 5) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender.
- 6) **“Contract”** means the Contract signed by the Parties and all the attached documents, if any
- 7) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NOIDA.
- 8) **“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced Consultant engaged in the same type of undertaking as envisaged under this Agreement, and would mean good project management which would be expected to result in the performance of its obligations by the Successful Bidder/Consultant in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, environment protection, economy and efficiency.
- 9) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Consultant with NOIDA as per terms and conditions of Agreement as a security against the performance of the Agreement.
- 10) **“Agreement”** or **“Contract”** or **“Agreement”** means the Agreement to be executed between NOIDA and the selected bidder.
- 11) **“NOIDA”** or **“The Authority”** means New Okhla Industrial Development Authority (or “Client”)
- 12) **“Notice of Award (NOA)”** means the written notice issued by NOIDA to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of work
- 13) **“Party”** means Consultant or Client (together they are called **“Parties”**)
- 14) **“Project”** means the Costing/ Consulting assignment as per the scope of work envisaged in this RFP.
- 15) **“Re. or Rs. or INR”** means Indian Rupee
- 16) **“Successful Bidder”** means the bidder who has been selected by NOIDA, pursuant to the bidding process for award of Work.
- 17) **“Total Quoted Fixed Fee”** means the fixed fee quoted in the financial proposal which shall be paid by Noida to the successful bidder as per the payment terms mentioned in this RFP.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

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1. Section I: General Introduction

1.1. 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>.

- E-Tender Processing Fee of INR 5,900 (Rupees Five Thousand Nine Hundred Only) (i.e. INR 5,000 plus 18% GST) inclusive of GST, through RTGS/NEFT only payable in favour of New Okhla Industrial Development Authority
- EMD of INR 1,00,000 (Rupees One lakh only)

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 communication shall be addressed to:

**Chief Finance and Accounts Officer
Main Administrative Building, Sector-6
New Okhla Industrial Development Authority,
Noida 201301
District Gautam Budh Nagar, Uttar Pradesh
Email.: fc@noidaauthorityonline.com**

1.2. Brief description of the selection process

- a. NOIDA invites technical and financial Bids from Bidders to perform the duties and functions set forth in this Bid.
- b. NOIDA intends to select the Bidder through an open bidding process in accordance with the procedure set out herein.
- c. The Financial Bid of only technically qualified Bidders shall be opened.

1.3. Contents of the RFP Document

The RFP Document comprises of the contents as listed below:

Section I General Information	1. Introduction to the Project 2. Salient Information 3. Brief description of the selection process 4. Content of the RFP Document
Section II Instruction to bidders	1. General Instructions 2. Preparation and Submission of proposals 3. Bid Opening
Section III Qualification and Selection Criteria	1. Eligibility Criteria 2. Technical Evaluation Criteria 3. Selection Criteria 4. Contacting the Authority 5. Award of Contract

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	6. Notification of Award 7. Performance Security 8. Signing of Contract/Agreement
Section IV Terms of reference	1. Scope of Work 2. Fees 3. Time Period 4. Timeline and Deliverables
Section V General Conditions of Agreement	1. General Provisions 2. Commencement, Completion, Modification and Termination of Agreement 3. Settlement of Disputes 4. Third party Insurance 5. Indemnification 6. Fraud and Corrupt Practices 7. Negotiations 8. Obligations of the Consultant 9. Obligations of the Authority 10. Miscellaneous
Section VI Special Conditions of Agreement	Special Conditions of Agreement
Section VII Forms	Relevant Pro-forma for submission of bids
Section VIII	Annexure

2. Section II: Instructions to Bidders

A. General instructions

2.1. Number of Proposals and respondents

- I. No Bidder or its Associate shall submit more than one Proposal, in response to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

2.2. Cost of Bid Document / e-Tender Processing Fee

- I. The Bidder shall bear all costs associated with the preparation and submission of the e-bid. Noida Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the e-bid process.

This tender document is available on the web site <https://etender.up.nic.in> or on NOIDA website (www.noidaauthorityonline.in) to enable the tenderers to view, download the e-bid document and submit 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 bid. This cost of e-bid document/ e-Tender processing fee as mentioned in Data Sheet will be non-refundable. Tender without cost of e-bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

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2.3. Right to accept and reject any or all the Proposals

- I. 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.
- II. NOIDA reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by NOIDA, the supplemental information sought by NOIDA for evaluation of the e-Bid.
- III. 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.

2.4. Acknowledgement by Bidder

- I. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- II. It would be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination and accepted the RFP Document in total;
 - b. Received all relevant information requested from Noida Authority and:
 - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bid or furnished by or on behalf of NOIDA;
 - d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - i. Type of Project
 - ii. Existing data or any relevant information;
 - iii. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
- III. Noida Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.5. Availability of Bid Document

- I. This Bid document is available on the web site <https://etender.up.nic.in> or on NOIDA website <http://www.noidaauthorityonline.in/> to enable the Bidders to view, download the bid document and submit bids online up to the last date and time mentioned in bidder notice/ bid document. The Bidder's shall have to pay Bid 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 Bid Processing fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

2.6. Amendment of e-bid Document

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

B. Preparation and Submission of Proposals

2.7. Language and currency

- I. The e-bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the e-bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the e-bid, the English language translation shall prevail.
- II. The currency for the purpose of the e-bid shall be the Indian Rupee (INR).

2.8. E-bid validity period and extension

- I. e-Bid shall remain valid for 120 days from the bid submission due date. An e-Bid valid for a shorter period shall be rejected by NOIDA as non-responsive.
- II. 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.

2.9. Correspondence with the Bidder

- I. Save and except as provided in this e-Bid, Noida shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- II. Subject to Clause 3.4, no Bidders or its Technical Partners shall contact Noida on any matter relating to his e-Bid from the time of Bid opening to the time work is awarded.
- III. Any effort by the Bidder or by its Technical Partners to influence Noida in the Bid evaluation, Bid comparison or work award decisions, may result in rejection of his Bid.

2.10. Format and Signing of Proposals/ Bids

- I. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- II. 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 work. 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.
- III. 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.
- IV. 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.

2.11. Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <https://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.

2.12. Submission of e-bid

- I. The bid submission module of e-procurement website <https://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NOIDA.
- II. 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.
- III. 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.
- IV. 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.

2.13. Instructions for submitting e-bid

- I. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <https://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 one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding 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 <https://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <https://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 Bid fee and EMD offline payment details. After entering and saving the Bid 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 (Bid processing 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 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 (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.

2.14. Late bid

- I. Bids received by NOIDA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- II. The server time indicated in the bid management window on the e-procurement website <https://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.
- III. 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.

2.15. Withdrawal and resubmission of e-bids

- I. 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 e-Bid.
- II. 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.
- III. 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 be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- IV. 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.
- V. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

C. Bid Opening

2.16. Opening of Proposals

- I. Noida Authority would open the e-bids at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
- II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location. (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). 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.
- III. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing 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.
- IV. Noida Authority would subsequently examine Proposals in accordance with the criteria set out in this Document.

2.17. Confidentiality

- I. 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 advisor 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.
- II. 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.

2.18. Tests of Responsiveness

- I. Prior to evaluation of bids, Noida Authority will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:
 - i. It is received/ deemed to be received by the Bid Due Date and time including any extension
 - ii. It is signed, sealed and marked as stipulated
 - iii. It contains all information required in this RFP Document.

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- iv. Information is provided as per the formats specified in the RFP Document.
 - v. Deposit of EMD & Bid Processing Fee
- II. Noida Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Noida Authority in respect of such bids.

2.19. Clarifications

- I. Any queries or request for clarification concerning this document shall be submitted by written letter /email duly signed by the authorized signatory at the address provided in this document so as to reach Noida Authority.
- II. Noida Authority shall make reasonable endeavour to respond to the questions raised or clarifications sought by the Applicants. However, Noida Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Noida Authority to respond to any question or to provide any clarification.
- III. Noida Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by Noida Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Noida Authority or its employees or representatives or consultants shall not in any way or manner be binding on Noida Authority. Noida Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.
- IV. Noida Authority will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this bid document.
- V. Further, to assist in the process of evaluation of Proposals, Noida Authority may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.20. Proposal Evaluation

- I. The bids will be evaluated by the Evaluation Committee to be appointed by the Authority.
- II. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.19. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP 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.

2.21. Technical Proposal Screening

- I. The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

2.22. Negotiations

- I. Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written Noida Authority to negotiate and conclude a contract.

2.23. Award of Contract

- I. NOIDA will award the work as per evaluation criteria stated in the RFP Document.
- II. NOIDA will award the work 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.

2.24. Notice of Award (NOA)

- I. 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.
- II. The acceptance of NOA will constitute the formation of the Agreement.
- III. Failure of the Successful Bidder to comply with the requirement of acceptance of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD. In such an event, Noida Authority reserves the right to:
 - a. Either invite the next best Bidder for negotiations, or
 - b. Take any such measure as may be deemed fit in the sole discretion of Noida Authority, including annulment of the bidding process.

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2.25. Signing of Agreement

At the same time as NOIDA notifies the Successful Bidder that its e-Bid has been accepted, the Successful Bidder shall have to sign the Agreement with relevant documents as mentioned in this RFP. The Agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents. Applicable stamp duty or any other legal fee for the execution of the agreement shall be borne by the successful bidder.

2.26. Earnest Money Deposit

- I. The tenderer shall furnish, as part of its 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 Bid. Tender without Earnest Money in the prescribed form, will not be accepted. The selection of highest bidder shall be based on the method as described in Clause 3.3 of this RFP document, and subject to acceptance of competent Authority who shall have the right to accept or reject the offer without assigning any reason.
- II. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NOIDA.
- III. Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- IV. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- V. The Successful Bidder's Bid EMD will be adjusted with Performance Security, if applicable, to be submitted by the Bidder upon signing the work order.
- VI. The EMD may be forfeited:
 - If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
 - In case of a Successful Bidder, if the Bidder fails to sign the work with the Authority.

2.27. Other conditions

- I. Bidders may note that the Authority will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- II. It is desirable that each Bidder submits its Application after inspecting the site. The site visits maybe facilitated by the Authority. A prospective bidder may notify Noida Authority in writing 3 days prior to site visit. NOIDA Authority would endeavour to facilitate site visit depending on availability of concerned officials.
- III. All correspondence/ enquiry should be submitted to the following in writing by email:

Chief Finance and Accounts Officer
Main Administrative Building, Sector-6
New Okhla Industrial Development Authority,
Noida 201301
District Gautam Budh Nagar, Uttar Pradesh
Email.: fc@noidaauthorityonline.com

No interpretation, revision, or other communication from The Authority regarding this solicitation is valid unless in writing and signed by The Authority.

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3. Section III: Qualification and Selection Criteria

3.1. Eligibility Criteria

Bidders must carefully examine the below mentioned Technical eligibility criteria. The Bidder must meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

Sr. No.	Criteria	Proof Required
1	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), from the bid due date.	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).
2	The Bidder must have an average annual turnover of minimum INR 7.5 crores (Seven Crore and Fifty Lacs) during any three consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24.	Certificate from Auditors providing the revenue/ income details for the last three years with audit reports and notes on accounts.
3	The bidder should have successfully handled cases before ITAT segments in last 10 years from the bid due date, at least 3 cases. The cases should involve Income Tax cases in which the amount of tax claimed / handled is more than INR 50 Crores and the judgement is in the favor of the client of the bidder.	Related Work Order and 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> <i>Same shall be highlighted in the form T4 as per the RFP</i>
4	Bidder should have served as tax consultant for urban local body / PSU / semi government / industrial Authority / any other Government statutory body/private entities in India in last five years from the bid due date for at-least one project for government client of a minimum project fee of INR 50 Lakhs or two projects for private clients of a minimum project fee of INR 50 Lakhs each.: <i>Note: Private entities to have a minimum average annual turnover of Rs. 50 crore in last three years</i>	Related Work Order <i>Same shall be highlighted in the form T4 as per the RFP.</i> <i>In case of private clients, bidders to highlight the turnover of the client mentioned in the judgement copies (page no. to be mentioned)</i>

3.2. Technical Evaluation Criteria

S No.	Criteria	Max Score
1.	Financial capability Annual average turnover for the any three consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24. (audited financial statements to be submitted):	10 marks

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	<ul style="list-style-type: none"> • INR > 12.5 crore- 10 marks • INR 10 –12.5 crore - 7 marks • INR 7.5 – 10 crore - 5 marks 	
2.	<p>Firms Experience in years in the field of Audit and Tax Advisory Services (tax matters including GST cases), from the bid due date.</p> <ul style="list-style-type: none"> • > 15 years' experience- 10 marks • 12 - 15 years' experience- 7 marks • 10 - 12 years' experience - 5 marks 	10 marks
3.	<p>Bidder should have served as tax consultant for urban local body / PSU / semi government / Industrial Authority / any other Government statutory body/private entities in India in last five years from the bid due date</p> <p>For each government client: 3 marks</p> <p>For each private client: 1.5 marks</p>	15 marks
4.	<p>Experience in handling ITAT cases in last 10 years from the bid due date</p> <p>>= 15 cases – 20 marks</p> <p>>=7 and <15 cases – 15 marks</p> <p>>=3 and <7 cases – 10 marks</p> <p>The cases should involve IT cases in which the amount of tax claimed / handled is more than INR 50 Crores</p>	20 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 – 7.5 Marks ○ 15 Years and above – 10 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/private entities in India</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 	<p>Team lead: 10 marks</p> <p>Team Associates: 7.5 marks (each)</p>
9.	Approach and Methodology	20
10.	Total	100

3.3. 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.

Following resources shall be proposed for the project:

- Team Lead: Team Lead should be a qualified CA / CMA preferably with a law degree capable of independently handling taxation, and ITAT cases, with at-least 10 years of experience.
- Team Associates (Two associates)
 - Direct Tax Expert
 - Indirect Tax Expert

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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/private entities in India.

One team associate is expected to be stationed full time at Client site for rendering services requirement of the client on a day-to-day basis, who shall act as a single point of contact from the bidder. 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.

NOIDA reserves the right to verify their Curriculum Vitae (CV) and conduct an interview to ascertain their stability for the work. Any change in the team members shall only be permitted if the incoming members has similar qualifications and experience and with the prior approval of NOIDA. The bidder has to furnish the details as per Form T6 given in the RFP document.

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. The authority reserves the right to terminate the contract in case team members are found to be non-satisfactory in their performance.

3.4. Financial Bid Evaluation:

The bidder shall quote the lump sum amount, which shall exclude GST, for the entire duration of the project for the overall scope of work and subsequent financial evaluation shall be done based on the lump sum amount quoted only.

3.5. Evaluation/Selection Criteria

1. The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 70, 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 80% and Financial quote price having Weightage of 20%.
2. Based on the criteria and the total score, the Technical Scores will have a weightage of 80%. The Financial quotes / bids will be allotted a weightage of 20%.
3. $S_f = 100 \times F_m / F$, in which S_f is the Financial quote score, F_m is the lowest price and F the price of the proposal under consideration
4. The total score shall be obtained by weighing the quality and cost scores and adding them up
5. 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.
 - a. Consolidated score = Technical score * 0.80 + Financial quote score * 0.20

3.6. Contacting the Authority

- I. No Bidder shall contact the Authority on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
- II. Any effort by a Bidder to influence the Authority in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
- III. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Authority works and legal proceeding can also be initiated.
- IV. No interpretation, revision, or other communication from NOIDA regarding this solicitation is valid unless in writing and signed by the competent authority from NOIDA.

3.7. Performance Security

- I. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the Successful Bidder will deposit Performance Security as given in this RFP.

3.8. Execution of Agreement

- I. The Successful Bidder shall, within 30 (thirty) days of the issue of the LOA/NOA, shall execute the Agreement. NOIDA may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually

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agreed genuine pre-estimated loss and damage suffered by NOIDA on account of failure of the Successful Bidder to acknowledge the NOA.

- II. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD.

4. Section IV: Terms of Reference

4.1. Scope of Work

- 1) 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:
 - a. 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).
 - b. Advance rulings under taxation laws
 - c. Follow up with tax authorities. Filing of replies for various tax related matters from competent authorities.
 - d. Representation of matters pending before appellate authority, Hon'ble Supreme Court and Hon'ble High Court of Lucknow, Delhi and Prayagraj.
 - e. 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.
 - f. 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
 - g. 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.
 - h. Preparation and filing of writs / affidavit / rejoinder / SLP / appeal against penalty orders / tax liabilities issued against Noida
 - i. Matters relating to TDS on interest paid by various Banks
 - j. Matters pertaining to short / non payment of service tax on renting of immovable property services.
 - k. Computation of Advance Tax under the Income Tax Act on quarterly basis.
 - l. Computation of provision for income tax for annual closing of accounts.
 - m. Preparation and filing of required applications with tax authorities.
 - n. Preparing direct tax & indirect tax status report on quarterly basis.
 - o. Opinion on matters relating to EPF / ESIC cases pending before RPFC, Hon'ble High Court and other authorities
 - p. Furnishing information/ opinion to Noida on the various day to day tax matters.
 - q. Update/ guidance on change in any tax laws and their implications.
 - r. Certificates if any to be issued in pursuance to the provisions of the Income Tax Act 1961
 - s. 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.
 - t. Appearing before the tax authorities in connection with show cause notices.
 - u. Assist in compliance to ICDS (Income computation disclosure standards)
 - v. Address any other tax references made by Noida to the consultant
 - w. Noida has one GSTIN and two GST TDS registration.
- 2) Submission of Reports / Progress Updates / Effort Estimates
 - a. Works log of the tasks assigned to the Consultant should be presented to the concerned officials at Noida on a quarterly basis
 - b. NOIDA has empanelled 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 Milestones

The overall period of the engagement of the Tax Consultant shall be two years (2) 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 e-tender portal. GST as per applicable rates shall be paid by the Authority. The Applicants, while providing the financial quote shall factor in all costs excluding GST for carrying out the said scope of work.

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

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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.

A continuous absence of full time resource for more than 7 working days after a formal escalation by the authority for the absence of deployed resource shall be a ground for event of default and three similar cases of such events of default shall be the ground of termination of the contract by the authority.

5. Section V: General Conditions Agreement

5.1. General Provisions

5.1.1. Law Governing Contract

These standard conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the Parties or arising out of this Project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar of the High Court of Judicature located in Prayagraj.

5.1.2. Language

This 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.

5.1.3. Notices

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

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.

5.1.4. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these General Conditions by the Client or the Successful Bidder may be taken or executed by the officials as formally designated by each Party.

5.1.5. Taxes and duties

- a. The GST, as applicable from time to time, shall also be paid by the authority, in addition to the quoted Fee.
- b. The Consultant and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- c. There will be no tax liability excluding GST upon the NOIDA whatsoever on any account.
- d. The Consultant should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NOIDA be drawn into litigation on these counts.

5.1.6. Supervision

The Authority will get work of the Consultant supervised/inspected at any time by any other officer nominated by the Authority who shall be at liberty to examine records, check performance standards, etc.

5.2. Commencement, Completion, Modification and Termination of Contract

5.2.1. Effectiveness of Contract

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

5.2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the signing of the Agreement.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.6 hereof, this Contract shall expire at the end of such time period (Section 4.2) after the Effective Date as specified in the RFP or the Contract.

5.2.4. Modifications or Variations

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

5.2.5. Force Majeure

i. Definition

For the purposes of this Contract, "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.

ii. No Breach of Contract

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

iii. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

iv. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be exempted to pay under the terms of the Agreement.

5.2.6. Events of Default leading to Termination

Either Party 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 as mentioned below:

i. By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause 5.2.6. In such an occurrence the Authority shall give a not less than thirty (30) days' written notice of termination to the Consultant.

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within 15 (fifteen) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency is in persistent non-compliance of the written instructions of NOIDA officials.
- d) If the Agency or any of its representatives cause an incident or accident that results in injury or death to NOIDA employees/visitors or loss to NOIDA property.
- e) If the Agency, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) If the Authority, in its sole discretion and for any reason whatsoever decides to terminate this Contract.
- g) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 b) hereof.
- h) If the Agency does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- i) If any information provided by the Agency in the Bid submission is found to be false later on.
- j) If the Agency creates any encumbrance on the Project Site/Project Facility

ii. By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 5.2.6 (ii):

- a) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 b) hereof.

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- c) If the Authority has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP.

5.2.7. If any of the above Material Breach and Consultant Events of Default happens, then

- a) NOIDA, after giving due notice to the Agency to Cure the Default, shall be entitled to terminate the Agreement with a 7-day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Agency shall be 15 days as provided in the previous clauses. If successful rectification as approved by Noida is not carried out by the Agency then NOIDA may cancel the contract with a 7 day notice.
- b) NOIDA shall issue a note to the Agency to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.
- c) In all other cases of Agency's Event of Default where specific notice period is not provided, NOIDA shall issue a Notice to Agency to cure the Default within 15 days. If the Agency fails to cure the Default within 15 days, NOIDA after giving a final 7 days' notice shall be entitled to terminate the Agreement, in such case the Interest free security deposit shall be forfeited to NOIDA as per the provisions of this Agreement.

5.2.8. Surrender / Termination of the Contract

- a) If the Agency is desirous of surrendering and exiting from the contract hereby created and foreclosure, the Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NOIDA. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of NOIDA after adjustment of outstanding dues, if any, payable to NOIDA. No grace period shall be provided to Agency in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Agency. Asset handover will take place as mentioned in clause 5.2.9.
- b) The Agency shall have an option to exit from the Agreement. For this, the Agency shall give 60 days prior intimation to NOIDA. In such a case, balance Interest Free Security Deposit/ Performance Security of the Agency shall be refunded after adjusting the outstanding dues, if any, payable on the part of Agency. NOIDA may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from any other contracts of Agency in NOIDA. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Agency before Agency is permitted to vacate the premises. Asset handover will take place as mentioned in clause 5.2.9.
- c) If the Agency is desirous of surrendering and exiting from the contract without serving any intimation period or intimation period shorter than 60 days, the Agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Agency after adjustment of the Agency fee payable to NOIDA for period shorter than 60 days (notice period) and outstanding dues, if any. NOIDA may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Agency in NOIDA. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Agency before Agency is permitted to vacate the premises. Asset handover will take place as mentioned in clause 5.2.9.
- d) NOIDA reserves the right for deduction of NOIDA dues from Agency's Interest Free Security Deposit / Performance Security for:
- i. Any penalty imposed by NOIDA for violation of any terms and conditions of Agreement committed by the Agency.
 - ii. Any amount which NOIDA becomes liable to the Government / Third party due to any default of the Agency or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NOIDA remained due after completion of relevant actions as per Agreement.
- e) Once the amount under above Clause is debited, the Agency shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Agency's Event of Default and NOIDA will be free to take action as per the relevant provisions of this tender documents.
- f) On Operational Ground: NOIDA reserve the rights to terminate the Agreement by giving 15 days advance notice on operational ground post giving notice to cure for 15 days. The Agreement will stand terminated on expiry of 15 days' notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to NOIDA, if any. The Agency voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Client shall retain all the chairs, structures, fixtures, panels, in such as case at "0"/nil

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value.

5.2.9. Handing over on termination/completion/surrender

- a) In case of Termination / Completion / Surrender of the Agreement, The Agency shall within fifteen (15) days, hand over all the assets and services belonging to the NOIDA, as per the Assets List made in proper working condition to the NOIDA.

In case of any deficiency noticed at the time of such handing over, the Agency has to get it rectified at his own cost within 45 days of such handing over otherwise NOIDA will get it rectified at the risk and cost of the Agency.

Performance Security of the Agency will be released only after 6 (six) months from the successful handing over of the all the assets and services in working conditions to NOIDA, and after adjustments of any amount due and recoverable from the Agency under this Agreement by NOIDA, if any.

- b) The outgoing Agency will pass on to NOIDA, the subsisting rights in any licensed products on terms not less favorable to NOIDA, than that enjoyed by the outgoing Agency.
- c) If, Agency fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with NOIDA.
- d) The termination of the Agreement shall not release either Party from its obligation to pay any sums then owing to the other Party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.3. Settlement of Disputes

a) Amicable Settlement

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

b) Arbitration

- i. Any disputes and or difference relating to this Agreement or claims arising out of or relating to this Agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Agreement will be resolved through joint discussion of the authorized representatives of both the Parties (NOIDA and Agency). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication.
- ii. The decision of the panel of Arbitrators shall be binding on all the Parties. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- iii. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Agency shall continue to perform and make due payments to NOIDA as per the Agreement.
- iv. With respect to any dispute arising out of or related to this Contract, the Parties consent to the exclusive jurisdiction of, and venue in, the District Court, Gautam Budh Nagar or the High Court of Judicature at Prayagraj, both in Uttar Pradesh, India.
- v. The cost of arbitration shall be borne by the respective Parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.4. Indemnification

- i. To the fullest extent permitted by Applicable Law and professional regulations, both the Parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Parties as part of the regular interactions or for Project/s purposes.
- ii. The Agency shall indemnify the Authority against any injury, loss of life, etc., caused either directly or indirectly due to the valuation of various items for NOIDA. All workers/employees involved would require to fill up a form with details of terms and conditions of participation and also indemnify Noida Authority against any injury, loss of life, etc., caused either directly or indirectly due to such participation.

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- iii. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:
- a. sickness, or disease, or death of, or injury to any person;
 - b. loss of, accident, or damage to, or destruction of any property including consequential loss of use; and
 - c. natural calamity, or any man-made disaster
 - d. The Agency shall indemnify the Authority in case of any loss/damage caused to any visitor or to the Authority to the extent to any loss/damage.

The Agency hereby indemnifies the Authority against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Consultant or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

5.5. Fraud and Corrupt Practices

- i. The Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.
- ii. For the purposes of this Clause i, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.4 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of /Interest; and
 - e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.6. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder.

5.7. Obligations of the Agency

5.7.1. Standard of Performance

The Agency 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 and methods. The Agency shall always act in respect of any matter relating to this Contract/Agreement or to the Services as faithful advisors to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

5.7.2. Confidentiality

Except with the prior written consent of the Client, the Agency 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 Agency 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 the 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.

5.7.3. Documents Prepared by the Agency 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 Agency own in performing the Services shall remain with the Agency. Notwithstanding the delivery of any Services, Agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Agency compiles and retain in connection with the Services (but not Client information reflected in them).

5.7.4. Accounting, Inspection and Auditing

The Agency (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.

5.8. Obligations of the Authority

5.8.1. Assistance and Exemptions

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

5.9. Miscellaneous

- i. Insurance and Waiver of Liability - The Agency will bear the cost, throughout the term of the work, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in the Authority premises, including death or injury caused by the sole negligence of the Agency or the Agency's failure to perform its obligations under the Agreement. The Agency shall submit to the Authority, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e., avoiding the insurance cover, the Consultant agrees and undertakes to indemnify and hold the Authority harmless against any liability, losses, damages, claims, expenses suffered by the Authority because of such default by the Agency.
- ii. The Agency shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Agency will indemnify the Authority for any loss and damages suffered due to violation of its provision.
- iii. The Agency shall comply with the laws of land including Pollution Control Board guidelines. the Authority will not be held liable for any change/modification in the laws that adversely affect this Agreement. Agency shall have no right / claim in this regard, whatsoever the reason may be.
- iv. The Agency hereby agrees that the Authority shall have no responsibility as regards Agency's employees and the employees shall be the employees of Agency only and shall not be construed under any circumstances as employees of the Authority. Agency hereby indemnifies the Authority against the claims made by Agency's employees against the Authority.

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- v. The Agency hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency hereby indemnifies the Authority against any liability arising in connection with the employment of its personnel in the said premises by Agency. Agency hereby undertakes to carry out police verification of its employees and submit the copy of same to the Authority in accordance with the Authority's policies regulations prevalent at that time.
- vi. That no tenancy/sub-tenancy is being created by the Authority in favour of Agency under or in pursuance of the Agreement and it is distinctly & clearly understood, agreed & declared by and between the Parties hereto that -
 - a. That the Agency shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
 - b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by the Authority in favor of Agency in or in respect of the said premises, except to carry out their activities over the granted space under this Agreement ; and
 - c. That the rights, which Agency shall have in relation to the said premises, are only those set out in the Agreement.
- vii. The relationship between the Authority and Agency under and/or in pursuance of the Agreement is as between Principal and Principal. Consequently, neither Party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between the Authority on the one hand and Agency on the other hand in connection with and/or relating to business to be operated by Agency at the said premises.
- viii. Agency shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions (if applicable), contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Agency and these personnel shall at no point of time be construed to be employees of the Authority and the Agency shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Agency shall indemnify the Authority from any claims that may arise in connection with above.
- ix. Employees conduct - The Agency shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- x. That the Agency shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and the Authority shall not be liable or responsible for any of the act or omissions committed on the part of the Agency.
- xi. In case of restricted availability of power supply / breakdown or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of the Authority or such causes where the supply of the Authority is affected by a cause or causes over which the Authority has no control, the Authority shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- xii. Misuse - The Agency shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Agency carries on any business or uses the said premises for any other purposes the contract shall deemed to have been misused and the Authority shall immediately terminate the said Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Agency only. The Agency will indemnify and keep indemnified the Authority for any losses on this account.
- xiii. Compliance with the Law - The premises and the fixtures and the appurtenances thereto (except those installed by the Authority) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the premises. The Agency at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Agency shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Agency shall also comply with all rules and regulations and also to instructions issued from time to time from the CEO, NOIDA or any official of the Authority . Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Consultant shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi- judicial body / authority. The same shall be the responsibility of Consultant.
- xiv. De-commissioning due to Emergency:
 - a. If, in the reasonable opinion of the Agency, there exists an Emergency which warrants de-commissioning and

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closure of the whole or any part of the Project, the Agency shall be entitled to de-commission and close the whole or any part of the Project for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Agency to the Client Without any delay, and the Agency shall diligently carry out and abide by any reasonable directions that the Client may give for dealing with such Emergency.

- b. The Agency shall re-commission the Project or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Agency to re-commission the Project and shall notify the Client of the same without any delay.
 - c. Any decommissioning or closure of any part of the Project and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.
- xv. Overriding powers of the Client
- a. If in the reasonable opinion of the Client, the Agency is in material breach of its obligations under this Agreement and, in particular, the maintenance requirements, and such breach is causing or likely to cause material hardship, the Client may, without prejudice to any of its rights under this RFP document including Termination thereof, by notice require the Consultant to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
 - b. In the event that the Agency, upon notice under the previous clause, fails to rectify or remove any hardship or danger within a reasonable period, the Client may exercise overriding powers under this Clause and take over the performance of any or all the obligations of the Agency to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Client shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Client in discharge of its obligations hereunder shall be deemed to be operation and maintenance expenses, and the Client shall be entitled to recover them from the Agency in accordance with the provisions of this Clause along with the damages specified therein.

6. Section VI: Special Conditions of Contract

- The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the competent Courts at UP only shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process
- Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its Earnest Money Deposit
- The Authority will not take any liability of the Consultant. And the Consultant will not take / claim any loan / finance against the Project Land, which is and remain always the property of Noida. There will be no liability of Noida on this account and the Consultant will not have any right on the land and property of Noida

7. Limitation of Liability

- The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- The 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.
- The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant, or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, with respect to damage caused to NOIDA's property, the Consultant shall be liable for any indirect or consequential loss or damage to NOIDA.
- The limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
- The 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 Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents.
- The 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 Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of NOIDA.

8. Forms

8.1. Form T1

LETTER OF PROPOSAL

(On Bidder's letter head)

(Date and Reference)

To:

CFAO, Noida Authority

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority,

Noida 201301

District Gautam Budh Nagar, Uttar Pradesh

Sub: **Submission of proposal for Selection of Tax Consultant for various items of work for NOIDA**

Dear Sir,

With reference to your BID Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for Selection of Tax Consultant for various items of work for NOIDA. The Bid is unconditional and unqualified.

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

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

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

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

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

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.9 of the Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the Bid document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority/ Government Agency which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;

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

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

Date :

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

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8.2. Form T2

FIRM DETAILS

1.	<p>Title and name of the Project: Selection of Tax Consultant for various items of work for NOIDA</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: PAN and GST..... Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>

Authorized signatory

Name:

Date:

Name of the Bidder with seal

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8.3. Form T3

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: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)
1	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), from the bid due date.	
2	The Bidder must have an average annual turnover of minimum INR 7.5 crores (Seven Crore and Fifty Lacs) during any three consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24.	
3	The bidder should have successfully handled cases before ITAT segments in last 10 years from the bid due date, at least 3 cases. The cases should involve Income Tax cases in which the amount of tax claimed / handled is more than INR 75 Crores and the judgement is in the favor of the client of the bidder.	
4	Bidder should have served as tax consultant for urban local body / PSU / semi government / industrial Authority / any other Government statutory body/private entities in India in last five years from the bid due date for at-least one project for government client of a minimum project fee of INR 50 Lakhs or two projects for private clients of a minimum project fee of INR 50 Lakhs each.	

Evaluation Parameters

#	Criteria and Marks	Page
1	Financial capability Annual average turnover for the any three consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24. (audited financial statements to be submitted): <ul style="list-style-type: none"> • INR > 12.5 crore- 10 marks • INR 10 –12.5 crore - 7 marks • INR 7.5 – 10 crore - 5 marks 	
2	Firms Experience in years in the field of Audit and Tax Advisory Services (tax matters including GST cases), from the bid due date. <ul style="list-style-type: none"> • > 15 years' experience- 10 marks • 12 - 15 years' experience- 7 marks • 10 - 12 years' experience - 5 marks 	
3	Bidder should have served as tax consultant for urban local body / PSU / semi government / Industrial Authority / any other Government statutory body/private entities in India in last five years from the bid due date For each government client: 3 marks	

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	For each private client: 1.5 marks	
4	<p>Experience in handling ITAT cases in last 10 years from the bid due date</p> <p>>= 15 cases – 20 marks</p> <p>>=7 and <15 cases – 15 marks</p> <p>>=3 and <7 cases – 10 marks</p> <p>The cases should involve IT cases in which the amount of tax claimed / handled is more than INR 75 Crores</p>	
5	<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 – 7.5 Marks ○ 15 Years and above – 10 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/private entities in India</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 	
6	Approach and Methodology – 20 marks	
	Total	

8.4. Form T4

FIRMS EXPERIENCE OF SIMILAR PROJECTS SHEET

1. Similar Work Experience

Name of the client:
Name of the Assignment:
Address and contact detail (Client):
Project Location:
Start Date:
End Date:
Value of Contract:
Narrative description of project:
Description of actual services provided by your staff in the assignment:

* Attach copy of work order/scope of services

2. ITAT Cases handled

Case Description	
Status whether successfully completed or not	
Page no. of the judgement where tax handled/claimed is mentioned	

Authorised Signatory

(Name & Designation of Authorised Signatory)

Instructions:

- i. Only the eligible projects that satisfy technical criteria (i.e. type of project) shall be included
- ii. In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation.
- iii. Completion Certificates/Signed contracts/any other proof from the client for the Experience claimed should be submitted
- iv. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

8.5. Form T5

FINANCIAL CAPACITY

Bidder should submit their financial details as per the following:

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

S.No.	Name of the Bidder	Turnover			
		2020-21	2021-22	2022-23	2023-24
1.					
2.					
3.					
	Total (INR)				
	Average Annual Turnover (INR)				

Note: If the bidder's accounts are not being audited, a practicing Chartered Accountant's certificate having UDIN, FRN and membership numbers maybe enclosed certifying yearly turnover for Financial Years (2020-2021, 2021-22, 2022-23, 2023-24) and net worth not older than 31.03.2023 or 31.03.2024 whichever is applicable

Certificate of the Statutory Auditors/ Chartered Accountants

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Statutory Auditors/ Chartered Accountants, certify that the above information pertaining to FY 2020-21, 2021-22, 2022-23 and 2023-24 is correct.

Signature and Seal of Statutory Auditors/ Chartered Accountants (with membership no.)

Authorised Signatory (Name and Designation of Authorised Signatory)

For the purpose of qualification:

- i. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- ii. **Tangible Net-worth** shall mean [Subscribed and Paid-Up Equity Share Capital + Reserves & Surplus – {Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible Assets}].
- iii. 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.
- iv. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

8.6. Form T6

CREDENTIAL FORM - TEAM DEPLOYMENT FOR THE PROJECT

[Please capture all relevant information for the proposed]

This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Name of the experts Proposed	Years of Experience	Qualification

Declaration

Whether any inquiry, investigation, case, departmental or other proceeding in relation to any official case of Criminal offence or allegation of moral turpitude have been initiated / pending and or the bidder has been convicted / held guilty by any court in this behalf - **Please mark (√)**

Yes:	No:
------	-----

We / I do hereby declare that all statements made in this application are true and correct to the best of my knowledge and belief. I understand that in the event of any information being found false or incorrect or not satisfying the prescribed eligibility criteria, my application is liable to be cancelled / rejected at any stage of selection.

Place:	Signature:
Date:	Name:

Note: Bidder shall submit the detailed CVs of each resource to be deployed in the project.

Bidder should submit documented proof of association with the mentioned experts / agencies. Association can be depicted with a MOU / subcontracting / project-based employment agreement. The experts should be associated with the Bidder for the entire duration of the project. If associated experts leave, then the contract is liable to be cancelled. Bidder needs to provide for a similar or higher replacement immediately to continue operations.

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8.7. Form T7

MEMORANDUM

Name of Work: Selection of Tax Consultant for various items of work 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

8.8. Form T8

UNDERTAKING

Name of Work: Selection of Tax Consultant for various items of work for NOIDA

- I confirm that I/ Bidder have done the inspection of the sites for my/our satisfaction.
- I confirm that I/ Bidder have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 years.
- I confirm that I/ Bidder have no revenue dues from any government department or government/public sector agency
- I confirm that I/ Bidder do not have any case of criminal prosecution registered against me/us
- I confirm that I/ Bidder have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years
- I confirm that I/ Bidder have no criminal/civil case going in court against me/ us. The list of pending cases is attached below – add the list of existing cases with this form.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

- 1. To be signed by the Bidder.**
- 2. Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder**

8.9. Form T9

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **'Selection of Tax Consultant for various items of work for NOIDA'** in response to the RFP Document dated _____ issued by New Okhla Industrial Development Authority(NOIDA), (the Authority) including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the Authority or any other authority, and providing information / responses to the Authority, representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Agreement is entered into with the Authority and thereafter till the expiry of the Agreement.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

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Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

RFP for Selection of Tax Consultant for various items of work for NOIDA

8.10. Form T10

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

Notes:

- (1)** The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2)** In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3)** Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

RFP for Selection of Tax Consultant for various items of work for NOIDA

8.12. Form T12

PROFORMA FOR CLARIFICATIONS / AMENDMENTS ON THE RFP FOR PRE-BID CONFERENCE

S. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.13. Form T13

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	Bid Processing Fees		
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 Agreements and Surrendered Agreements during last 5 (five) years, if applicable		
7	Form T1: Letter of Proposal submission		
8	Form T2: Firm Details		
9	Form T3: Capability statement		
10	Form T4: Firms Experience		
11	Form T5: Financial Capacity		
12	Form T6: Technical Evaluation Form		
13	Form T7: Memorandum		
14	Form T8: Undertaking		
15	Form T9: Power of Attorney		
16	Form T10: Saleable form of tender document		
17	Form T11: Declaration of Refund of Earnest Money		
18	Certificates from client as proof of technical eligibility		
19.	Any other document asked by the Authority if submitted, specify the documents Or Any other document which the bidder considers relevant		

RFP for Selection of Tax Consultant for various items of work for NOIDA

8.14. Form – F1: Financial bid form to be filled online only

To

To:

CFAO

Main Administrative Building, Sector 6,

New Okhla Industrial Development Authority

Uttar Pradesh 201301

Re: Selection of Tax Consultant for various items of work for NOIDA

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to Project, I/ we hereby provide our financial proposal.

I have read the entire RFP dated _____, bearing number _____, in detail and on the basis of my full study of the abovementioned document/s and the conditions, I undertake to **Selection of Tax Consultant for various items of work for NOIDA** in accordance with the terms and conditions as provided in the above-mentioned document/s.

Fees payable by NOIDA

Project	Lump sum Fees as quoted by the bidder (INR)
Selection of Tax Consultant for various items of work for NOIDA	

Authorized Signatory

Name:

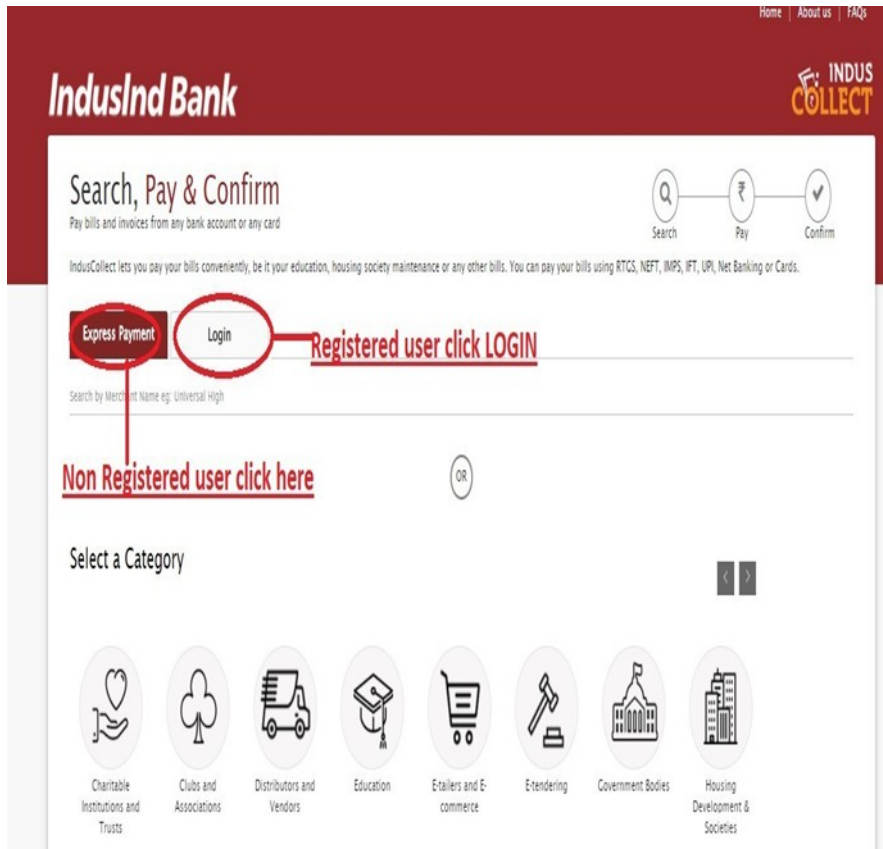
Date:

Name of the Bidder with seal

Fees Deposit:

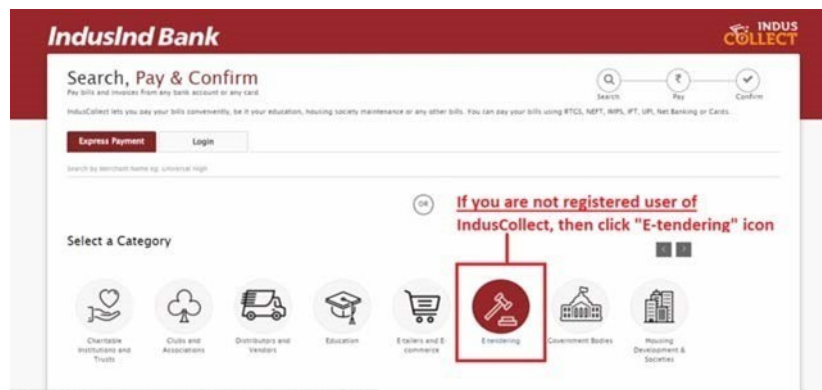
Instructions for bidder to do payment:

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



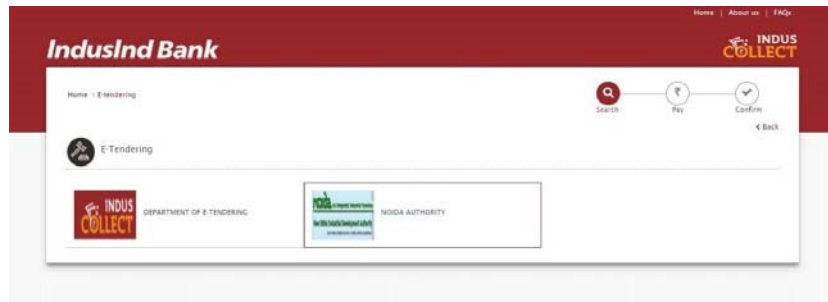
3. Flow for Non Registered users of IndusCollect:

a. Select Category

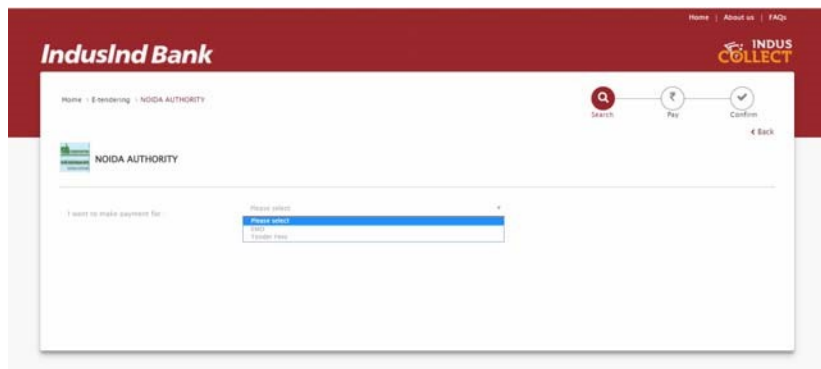


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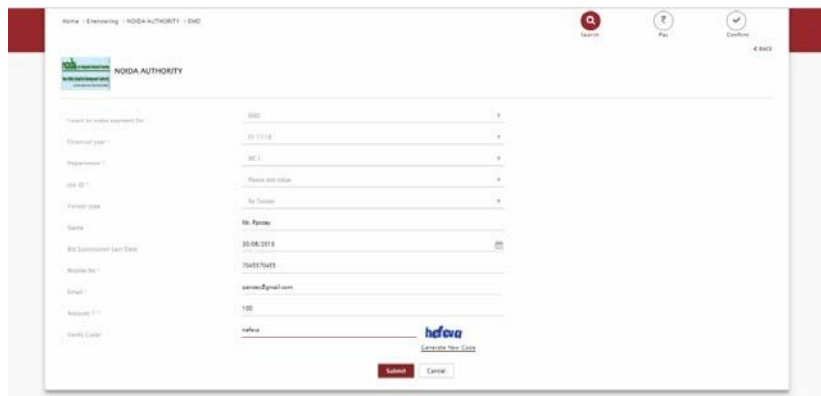
b. Select NOIDA AUTHORITY



c. Select type of payment:

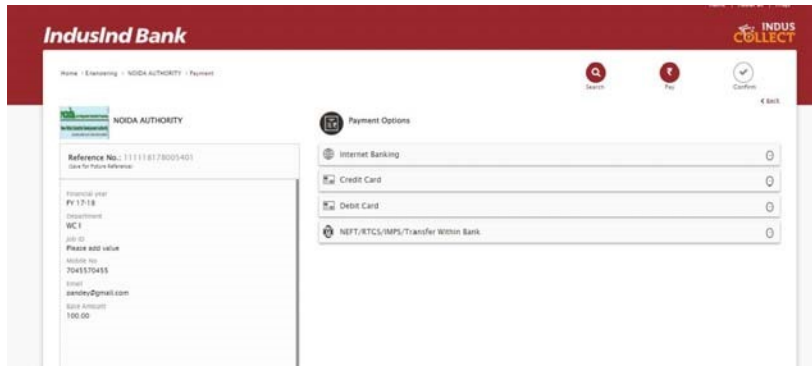


d. Enter Data & Click Submit:

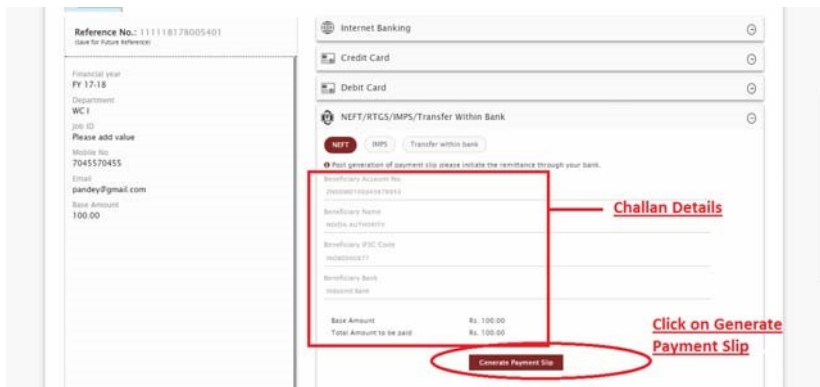


e. Select the payment mode:

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- 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

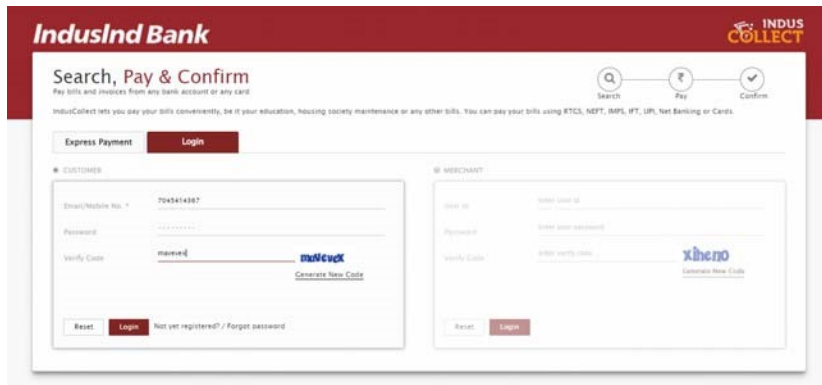


- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code
- ii. User will then login to their own bank’s Netbanking or mobile app.
- iii. User will add beneficiary basis the details on Challan.
- iii. User will then make the payment to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

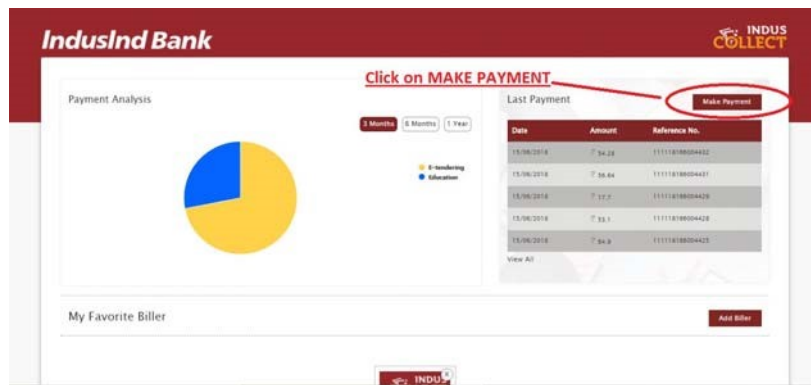
4. Flow for Registered users of IndusCollect:

- a. Login to IndusCollect

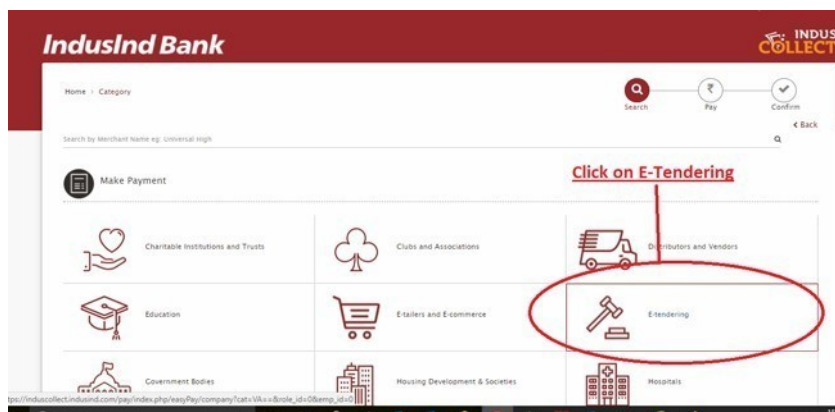
RFP for Selection of Tax Consultant for various items of work for NOIDA



b. Click on MAKE PAYMENT

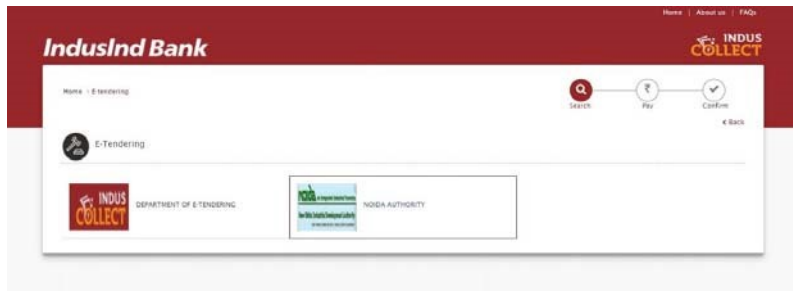


c. Select Category

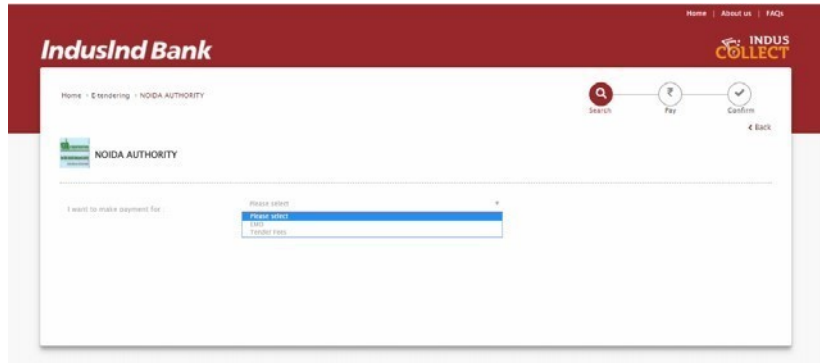


d. Select NOIDA AUTHORITY:

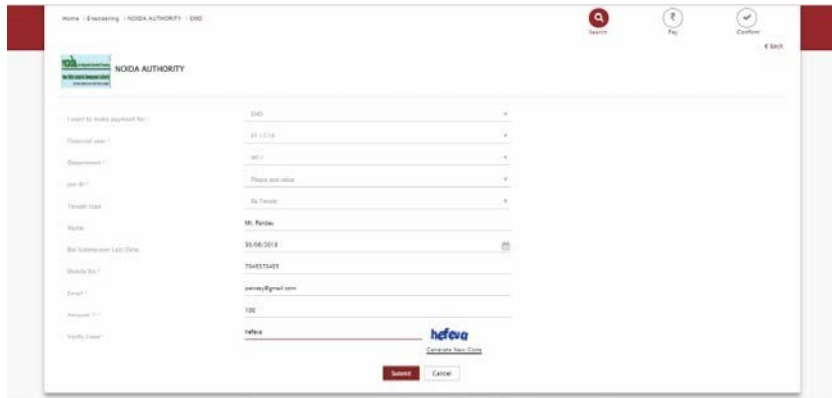
RFP for Selection of Tax Consultant for various items of work for NOIDA



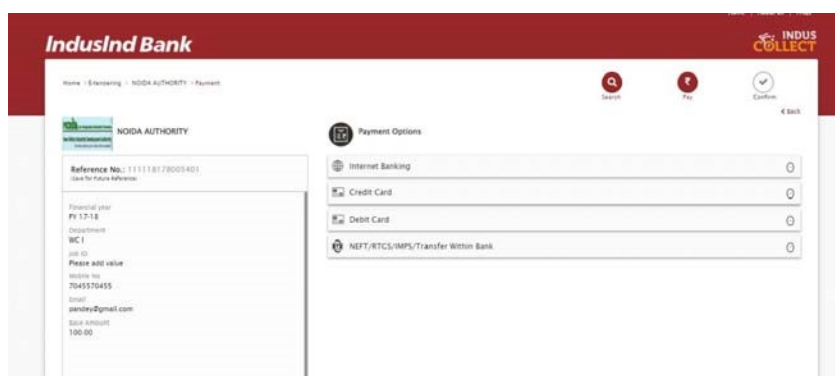
e. Select type of payment:



f. Enter Data & Click Submit:



g. Select the payment mode:



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- 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, there is a sidebar with reference and financial details. The main area shows a navigation menu with options like 'Internet Banking', 'Credit Card', and 'Debit Card'. Under 'NEFT/RTGS/IMPS/Transfer Within Bank', there are buttons for 'NEFT', 'IMPS', and 'Transfer within bank'. A form for generating a payment slip is shown, with a red box highlighting the beneficiary details fields. A red circle highlights the 'Generate Payment Slip' button. Red annotations include 'Challan Details' pointing to the form fields and 'Click on Generate Payment Slip' pointing to the button.

Reference No.: 11118178005401
Gate for Future Reference

Financial year
FY 17-18
Department
WC I
Job ID
Please add value
Mobile No
7045570455
Email
pandey@gmail.com
Basic Amount
100.00

Internet Banking
Credit Card
Debit Card
NEFT/RTGS/IMPS/Transfer Within Bank
NEFT IMPS Transfer within bank
Post generation of payment slip please initiate the remittance through your bank.

Beneficiary Account No.
210000100041878013
Beneficiary Name
NOIDA ACCOUNTS
Beneficiary IFSC Code
NO00000001
Beneficiary Bank
IndusInd bank

Basic Amount Rs. 100.00
Total Amount to be paid Rs. 100.00

Generate Payment Slip

Challan Details

Click on Generate Payment Slip

- 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