

File No.  
Govt. of NCT of Delhi  
Department of Trade & Taxes

Vyapar Bhawan, I.T.O  
I.P ESTATE  
NEW DELHI-110002

**REQUEST FOR PROPOSAL (RFP)**

On behalf of the Government of NCT of Delhi, Department of Trade and Taxes (DoT&T), invites e-Tender for engaging 2(two)Chartered Accountancy Firms for engaging 20 Chartered Accountants.

The mode of tendering is online (via URL:<https://govtprocurement.delhi.gov.in>) in a two-bid system of Pre-Qualification Bid, Technical bid and a Commercial bid. The tender document is available on the Delhi Govt. Procurement Portal (URL:<https://govtprocurement.delhi.gov.in>) from (11.04.2022). The tender is also uploaded on Department's portal (URL: <http://dvtat.gov.in>). All updates, clarifications and corrigenda (if any) will be uploaded on both the above-mentioned websites. In case of discrepancies found between the English text version and the Hindi translation, the English version shall prevail.

The tender has to be submitted online on (URL:<https://govtprocurement.delhi.gov.in>) latest by (11.05.2022) by (6:00 PM). Manual bids shall not be accepted. Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the online bids.

The important information of the bids is as follows:

Sl No	Key information	Details
1	EMD Value	NIL(However, the bidders need to submit Bid Securing Declaration, as per Annexure 4 in terms of MOF, GOI Order dt. 17.11.20.
2	Release date of RFP	11.04.2022 3:00 PM
3	Pre-bid meeting date, time , place	3:00 PM on 21.04.2022 at Conference Hall, 13 <sup>th</sup> Floor, DT&T, I.P Estate, New Delhi
4	Last date and time for the submission of bids	11.05.2022 6:00 PM
5.	Date and time for opening of Pre-Qualification Bid cover	12.05.2022 at 12 noon

6	Date and Time for opening of Technical bids	17.05.2022	at 12 noon
7	Date of opening of Commercial bids	23.05.2022	at 12 noon
8	Validity of Bid	180 days from the date of bid submission	

**Note: All times are as per the Delhi Govt. e-tenders Portal time**

**ASSISTANT COMMISSIONER (HR)  
DEPARTMENT OF TRADE & TAXES**

**Request for Proposal(RFP)**

**For**

**Hiring of Chartered Accountancy Firms for engaging Chartered Accountants**

Department of Trade & Taxes

Vyapar Bhawan, I P Estate

New Delhi- 110002

**RFPREFNO:**

**F.IV/07/HR/T & T/Hiring of Professionals, 2022**

### **Disclaimer**

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Department or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Department to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of the Department and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding Hiring of CAs Firms processes provided in this RFP is based on the interim decisions taken by the Department and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by the Department in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also to carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Department and to seek their own professional advice on the legal, Commercial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Department. In case any major revisions to this RFP are made by the Department within seven days preceding the last date of submission of the Proposals, the Department may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Department nor any of its officers, employees nor any advisors nor Successful Bidders undertake to provide any Bidder with access to any additional information or to update the information in this RFP.
5. The Department, its employees make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.
6. The Department reserves the right to change/ modify/ amend any or all provisions of this RFP document. The amended RFP will be made available on the website of the Department.

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## 1. DATASHEET

<b>TenderReference</b>	-----
<b>NameofDepartment</b>	Department of Trade & Taxes GNCTD(Department)
<b>TenderInvitingAuthority</b>	DepartmentofTrade & Taxes GNCTD(Department)
<b>JobRequirement</b>	Hiring of Two Chartered Accountancy Firms for engaging 20 Chartered Accountants
<b>Methodof Selection</b>	<p>Pre-Qualification Bid, Technical Bid &amp;Commercial Bid (LCS),</p> <p>The Department will hire two firms to provide the services. The <b><u>Pre-Qualification Bid(Firm Credentials)</u></b>will be out of a maximum of 40 Marks. Only the firms which obtain at least 30 out of 40 Marks in the Pre-Qualification Bidwill be considered as qualified for Technical Bid. Subsequently, the <b><u>Technical Bid (CV of CAs)</u></b> will be opened. The Technical Bid will be out of a maximum of 100 marks. In order to qualify in the Technical Bid the Firms must score at least 60 out of 100 Marks for the CVs of 15 CAs..The <b><u>Commercial Bids</u></b> will then be opened.L1 Firm will be selected and L2 Firm will be given an opportunity to match the Commercial Bid of L1. If L2 Firm is unwilling, L3 firm will be given chance, failing which L4 firm and so on. The Department will hire 2 Firms who will provide 10 CAs each to start with (10 out of 15 CVs provided to be chosen by the Department). In case the 2<sup>nd</sup> Firm is not available, the Department reserves the right to hire all 20 CAs from 1 Firm. Contract period shall be awarded initially for 2 years to the 2 selected firms. Contract may also be awarded to 1 Firm only, and the number of engaged CAs may vary, payments being made on proportionate basis.</p>
<b>Availability of RFPdocuments</b>	<p>RFP is available on the Delhi Govt.ProcurementPortal (URL:<a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a>).</p> <p>The RFP is also published on Department's portal <a href="https://dvat.gov.in">https://dvat.gov.in</a></p> <p>Allupdates,clarifications and corrigenda (ifany) will be uploaded on both the above-mentioned websites.</p>
<b>Date of issue of RFP</b>	11.04.2022, 3:00 PM

<b>Earnest Money Deposit(EMD)</b>	NIL. (However, the bidders need to submit Bid Securing Declaration (As per Annexure 4)
Pre-bid meeting date, time , place	21.04.2022 at 3.00 PM at Conference Hall, 13 <sup>th</sup> Floor, DT&T, I.P Estate, New Delhi
<b>Last Date and Time for receipts of tender bids</b>	11.05.2022 at 6:00 PM
<b>Opening of Pre- Qualification Bid</b>	12.05.2022 at 12 noon
<b>Opening of Technical Bids</b>	17.05.2022 at 12 noon
<b>Opening of Commercial Bid</b>	Will be informed subsequently to eligible & technically qualified bidders. 23.05.2022 at 12 noon
	Department Trade & Taxes Vyapar Bhawan, I P Estate, New Delhi-110002
<b>Email address</b>	tradeandtaxeshr@gmail.com
	Department of Trade & Taxes Vyapar Bhawan, I P Estate, New Delhi-110002



## **2. INVITATION FOR BID**

Department of Trade & Taxes the nodal agency responsible for Collection of Goods & Service Tax/Value Added Tax for the Government of NCT of Delhi. Department invites responses ("Proposals"/"Bids") to this RFP from eligible CA Firms Bidder to be appointed as Successful Bidder assisting the department in statutory issues that may arise during adjudication or assessment of tax-returns, tax audits, potential issues related to tax evasion and other such matters related to strengthening of tax administration in GNCT of Delhi for the Government of NCT of Delhi. This RFP has two volumes, Volume I for RFP and Volume II for Contract/Agreement.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a bid in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. The Bidder Firm should be from NCR or should open an office in NCR within 30 days of the Work Order.

The time, date and venue details related to the pre-bid meeting and bid submission are mentioned in the Data Sheet. Proposals must be received not later than the time, date and venue mentioned in the RFP. Proposals that are received after the deadline will not be considered. Vendors will be selected from the Technically qualified bidders under a two bid system through Least Cost Selection method.

The Bidders shall submit the Proposal in the form and manners specified in this RFP. Online submission of proposals must reach Department of Trade & Taxes, GNCTD office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and Department of Trade & Taxes, GNCTD shall not be responsible for any delay due to any of the technical/server issues.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned. Attending the pre-bid meeting is optional.

Special Commissioner (Human Resources)  
Room No. 307 Department of Trade &  
Taxes, Vyapar Bhawan, I P Estate  
New Delhi, 110002.

### 3. **BACKGROUND AND INTRODUCTION**

The Department of Trade & Taxes, Govt. of Delhi invites proposal from eligible firms registered as sole Proprietary Firm, a Partnership firm or a Limited Liability Partnership Firm/Company having registered Office in India, for selection of two CA firms for providing 10 full time Qualified Chartered Accountants each to assist the Zonal Officers / Proper Officers of Delhi Trade and Taxes Department in highlighting areas, assisting the department in statutory issues that may arise during adjudication or assessment of tax-returns, tax audits, potential issues related to tax evasion and other such matters related to strengthening of tax administration in GNCT of Delhi.

The Bids shall be received pursuant to this RFP document, in accordance with the terms set forth herein as modified, amended and clarified from time to time by the Department. Bidders are advised to go through the RFP thoroughly and familiarise themselves with various arrangements required for successful completion of the contract.

The Bidders may submit the bids Pre-Qualification, Technical and Commercial on or before prescribed date and time mentioned in the RFP Schedule, Online on the e-procurement portal at <https://govtprocurement.delhi.gov.in>.

4. **BRIEF DESCRIPTION OF THE BIDDING PROCESS:** -The Department has adopted three stages bidding process for selection of the Bidder for award of the work. Under this process, the bid shall be invited under three stages i.e. Pre-qualification Bid (**Annexure 12**), Technical Bid (**Annexure- 13, 13A**) and the Commercial Bid quoting the bid price (**Annexure 15**). **Stage I** is **Pre-Qualifying** for which the bidder will be judged on the Credentials of the Firm. **Stage II** is the **Technical Bid** for which only the firms who qualify in the Stage I will be considered. The Technical Bid will examine the competence of the CAs based on the CVs submitted by each Firm. **Stage III** is the **Commercial Bid** which shall be opened only for those firms who cross a certain fixed mark in the Technical bid as elaborated in Para 5. L1 Firm will be selected and L2 Firm will be given an opportunity to match the Commercial Bid of L1. If L2 Firm is unwilling, L3 firm will be given chance, failing which L4 firm and so on. The Department will hire 2 Firms who will provide 10 CAs each to start with. In case the L 2 Firm not willing to match L1 bid or any of the firm defaults during execution of the project, the Department reserves the right to hire all 20 CAs from 1 Firm, at the contracted price, proportionate to the number of CAs actually engaged.

The Department will select 10 out of 15 CAs whose CVs have been provided by each successful Firm. The no. of CAs to be provided by each firm may vary in future in case the performance of any firm or the CA provided is not up to the mark. The Department will have the liberty to obtain services of all 20 CAs from one firm or bigger percentage of CAs from one firm depending upon the quality of service provided. The payments will be altered proportionally.

5. **SELECTION CRITERIA:** -The Pre-Qualification Bid will be out of a maximum of 40 Marks. The firm should be in practice for at least 5 years and have an Average audited annual turnover of at least 30 Lacs in for the past 3 Financial Years (i.e. 2018-19, 2019-20, 2020-21). Only the firms which obtain at least 30 out of 40 Marks in the Pre-Qualification Bid (Firm Credentials) will be considered as qualified for Technical Bid. Subsequently, the Technical Bid (CV of CAs) will be opened. The Technical Bid will be out of a maximum of 100 marks. In order to qualify in the Technical Bid, the Firms must score at least 60 out of 100 Marks for the CVs of 15 CAs. The Commercial Bids will then be opened. L1 Firm will be selected and L2 Firm will be given an opportunity to match the Commercial Bid of L1. If L2 Firm is unwilling, L3 firm will be given chance, failing which L4 firm and so on. The Department will hire 2 Firms who will provide 10 CAs each to start with (10 out of 15 to be chosen by the Department). In case the 2<sup>nd</sup> Firm is not available, the Department reserves the right to hire all 20 CAs from 1 Firm. Contract period shall be awarded initially for 2 years to the

2 selected firms. Contract may also be awarded to the 1 Firm only. Contract period is extendable by 1 year depending upon the performance. Contract may be terminated prematurely if the firm is not found to be satisfactory. If the firm replaces any resource for reasons other than that attributable to the Department, the firm will be penalized 5% of the total monthly remuneration of the firm for that month per change. The no. of CAs to be provided by each firm may vary in future and will depend upon the performance of the CAs provided by the firm. The Department will have the liberty to obtain services of all 20 CAs from one firm or bigger percentage of CAs from one firm depending upon the quality of service provided. The Department reserves the right to terminate the services of the firm in case of failure to meet the performance standards. In case of a replacement for any particular CA due to non-performance as adjudged by the department, it may direct the concerned firm to provide 3 CAs for selection interview to be conducted by the Department in order to fill any vacancy. The CA replaced by the firm should have equivalent or superior CV when compared to the CA to be replaced as elaborated in Para no. 7.

The details of the weightage based on which points/marks will be given to each Bidding firm is given in Annexure 13 which will be filled up by the Bidding firm as per proforma in Annexure 13 A.

## **6. SCOPE OF WORK:**

The Hired CAs will be expected to aid and advise the Zonal officers and proper officers of the department in:

- i) Analysing the returns of the registered persons.
- ii) Examining the records and books of accounts of the registered person.
- iii) Verifying the compliance of provisions of DGST Act, CGST Act, IGST Act, 2017 & DVAT Act 2004 and rules made there under including the correctness of turnover declared, Input Tax Credit availed, tax paid, refund claimed etc. if any, by the registered person.
- iv) Highlighting areas of potential tax evasion, identifying/analysing fake dealer chains.
- v) Possibilities of recovering the tax evaded thereby bolstering the revenue collection for the Government.
- vi) Forensic Audit.
- vii) Analysing and updating the Departmental Officers on the latest changes in GST Act/Rules, analyzing notifications and latest judgement of various Authorities & Courts.
- viii) Imparting Training/Resource Persons for capacity building in GST/VAT.
- ix) Analysing registered person profile through reports available on the GSTN portal.
- x) Any other work assigned by the Department.

## **7. SERVICE LEVEL AGREEMENT AS PER ANNEXURE 17 SHALL BE PART OF THE AGREEMENT/CONTRACT**

The Service Levels mentioned below are expected to be delivered by the Bidder during the duration of the contract. This Service Level Agreement between the Department and the successful Bidder will become part of the Agreement signed between the two parties.

- a. The SLA parameters will be monitored and reported on a monthly basis to the Department, and the Department may, at its discretion, audit the same through any agency appointed by it.

b. Liquidated Damages will be calculated on a monthly basis and will be deducted from the monthly payment to be made to the Bidder. If the selected CA firm fails to complete the Assignment, within the period specified under the contract, the Successful Bidder shall pay to the Department, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate of liquidated damages payable to the Department under this clause shall be subject to a maximum of 5% of the total contract fees.

c. Liquidated damages will be imposed only where the fault is solely attributable to the selected CA firm. There will be instances that a breach in the SLA takes place because of no fault of the Bidder. In such cases, Department may, in its sole discretion, in writing, relax any penalties/LDs imposed on the Bidder, provided the Bidder submits a comprehensive explanation establishing that it is not in fault.

#	SLA Parameter	Definition& Target	ServiceLevel	Liquidated Damages							
1	Team mobilization)and commencement of work	The Bidder is expected to mobilize the team for Commencement of work for this contract within 15 days of receipt of work order. Commencement of work will happen when <u>all</u> selected CAs joined the Department for assignment at the Department’s designated premises for implementation.	Commencement of work within 15days of receipt of work order	<table><tr><th>Time to Commence Work from WO</th><th>Liquidated damages</th></tr><tr><td>&lt;=15days</td><td>0</td></tr><tr><td>&gt;15 days and &lt;=21days</td><td>2.5% of the payment amount for Month 1 assuming 100% deployment of resources</td></tr></table>	Time to Commence Work from WO	Liquidated damages	<=15days	0	>15 days and <=21days	2.5% of the payment amount for Month 1 assuming 100% deployment of resources	
Time to Commence Work from WO	Liquidated damages										
<=15days	0										
>15 days and <=21days	2.5% of the payment amount for Month 1 assuming 100% deployment of resources										
				>21days	5% of the payment amount for Month 1 assuming 100% deployment of Resources						
2.	Change in any of the selected CAs by the firm or due to dissatisfaction of the Department	CA replaced by the firm should have equivalent or superior CV.	No Deviation	For every instance of a CA replacement by the firm, a one time deduction of 5% of monthly bill for that month of the CA firm will be made.  Further, whenever a change of CA is							

	during the duration of the Contract			to be made by the Firm due to dissatisfaction of the Department , the firm should withdraw the CA immediately & make the replacement within 1 (one) month failing which , a one time deduction of 5% of monthly bill for that month of the CA firm will be made and in addition , the monthly bill of the firm will be deducted proportionate to the no. of CAs servicing the Department for that month .
3.	Deliverables over a period of 2 years	Completion of assignment and submission of all deliverables given by the Department from time to time as per timelines.	No Deviation	If the selected CA firm fails to submit any deliverable during the time period of the Contract within the stipulated timeline , the CA firm shall be liable to pay to the Department, fixed and agreed liquidated damages, maximum of 5% of the total contract fees over the life of the contract.

Note: Days will mean calendar days

## **8. BID PREPARATION COST**

The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of bid, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Department will in no case be responsible or liable for these costs, regardless of the conductor outcome of the entire Bidding Process.

## **9. EARNEST MONEY DEPOSIT (EMD) (BID SECURING DECLARATION)**

- a. The bidder shall furnish along with its bid, a Bid Securing Declaration as mentioned in the data sheet in terms of MoF, GOI O.M dated 12.11.2020 (**Annexure 4 A**), the same is to be provided as per the format specified under **Annexure-4** in this document.
- b. The Bid Securing Declaration shall be valid for a period of forty-five (45) days beyond the validity period of the RFP. As validity period of RFP is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Bid opening date. "Day" means calendar day.
- c. The bid submitted without Bid Securing Declaration Form will be rejected without providing any further opportunity to the bidder concerned.
- d. The bidder shall extend the validity of the offer and Bid Securing Declaration Form on request by Department.

## **10. INTEGRITY PACT**

The Bidder is required to enter into an Integrity Pact with the Department. For this, the Bidder shall upload the signed and stamped Integrity Pact as part of an envelope titled "Integrity Pact, Authorisation Letter & EMD (Bid Securing Declaration)" as per dates mentioned in the Data Sheet above, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in **ANNEXURE 3** of this RFP.

## **11. PRE-BID MEETING AND CLARIFICATIONS:**

### **PRE-BID MEETING**

- Department shall hold a pre-bid meeting with the prospective bidders as mentioned in "Data Sheet".

## **12. RESPONSE TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM**

- a. Department will endeavour to provide timely response to all queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in

good faith, nor does Department undertake to answer all the queries that have been posed by the bidders.

- b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted as per the details given in Data Sheet.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

### **13. SUBMISSION OF PROPOSALS IN ACCORDANCE WITH S.NO. 15 OF RFP**

- a. At two bids system with three covers will be followed for this RFP with a Least Cost Based Selection criterion. For submission dates, kindly refer to Data Sheet in the RFP. The three covers shall contain:-

- i. **Cover 1:- Pre-Qualification Bid**-Integrity Pact, Authorisation Letter and EMD (Bid Securing Declaration), and Firm Credentials as per Annexure 12.

The firm should be in practice for at least 5 years and have an Average audited annual turnover of at least 30 Lacs in for the past 3 Financial Years (i.e 2018-19, 2019-20, 2020-21).

- ii. **Cover 2 :-, Technical Bid** includes CVs of CAs as per S.No. 15 of RFP in Annexure 13 & 13 A.

- iii. **Cover 3:- Commercial Bid** as per proforma in Annexure 14 & 15.

- b. This RFP process will be administered through the Delhi Govt. Procurement Portal (URL: <https://govtprocurement.delhi.gov.in>). The Bidders are required to submit soft copies of their proposal electronically on the Delhi Govt. Portal, using valid Digital Signature Certificates of officer duly authorised to submit the bid. More information for submitting the Bids online on the Delhi Govt. Portal <https://govtprocurement.delhi.gov.in>
- c. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause the bid to be rejected. The Department will not accept delivery of the Bid by fax or e-mail or any

other electronic/non-electronic means [other than uploading on the Delhi Public Procurement Portal \(URL https://govtprocurement.delhi.gov.in\)](https://govtprocurement.delhi.gov.in).

#### **14. BID FORMAT**

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not submitted in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the documents shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Department. In any event, the Department shall have the right to seek clarifications, modifications etc. on the documents submitted by the Bidder and the Bidders shall be obliged to provide such clarifications and modifications within the timelines specified by the Department.

Cover 1 - Pre-Qualification Bid-Integrity Pact, Authorization Letter and EMD (Bid Securing Declaration), Firm Credentials in Annexure 12.

<b>- Nomenclature</b>	<b>Annexure</b>
Proforma for application for empanelment as chartered accountant	Details in Annexure 1
Checklist of documents to be scanned & uploaded along with “RFP” on e-portal	Details in Annexure 2
Integrity Pact	Scanned Copy of the Integrity Pact. Details in <b>Annexure 3</b>
EMD (Bid Securing Declaration)	Scanned Copy of the EMD/ (Bid Securing Declaration). Details in <b>Annexure 4</b>
Authorization Letter	Scanned copy of Authorization Letter/Power of Attorney duly executed by Bidder in favour of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
List of Clients	As per format provided in <b>Annexure 5</b>
Profile of the Bidding Firms	As per format provided in <b>Annexure 6</b>
Pre-Qualification technical Criteria	Pre-Qualification criteria table as mentioned with response and reference against each criterion Citations to be provided in the format as in <b>Annexure 7</b>



Power of Attorney/Copy of Board Resolution	Power of Attorney duly executed by Bidder in favour of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
No Deviation Certificate	As per format provided in <b>Annexure 08</b>
Pre-Bid Qualification Covering Letter	Details in <b>Annexure 9</b>
Pre Bid Qualification Evaluation Details (to be filled by the Firm)	Details in <b>Annexure 12</b>

*Cover2- TechnicalBidFormat*

<b>Nomenclature</b>	<b>Annexure</b>
Technical Bid Covering Letter	As per format provided in <b>Annexure 10</b>
Technical Eligibility & Selection Criteria for CV of the CAs	Details in <b>Annexure 11</b>
Technical Bid Evaluation Details (to be filled by the Firm)	Details in <b>Annexure 13 &amp; 13 A</b>

*Cover3 -CommercialBid*

<b>Nomenclature</b>	<b>Annexure</b>
Commercial Bid Covering Letter	As per format provided in <b>Annexure14</b>
Proforma for Commercial Bid	Details in <b>Annexure 15</b>

The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of provision of goods and services under this RFP. The Bidder should refer to the Cover Letter for the commercial bid for details.

A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Bidder should study the clauses under Payment Terms and Conditions of this RFP while finalizing the commercial bid.

## **15. LANGUAGE**

The bid and all related correspondence and documents in relation to the bidding process shall be in English language only.

## **16. DEPARTMENT'S RIGHT TO TERMINATE THE PROCESS**

The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Department will not be liable in any way to any person in case of termination of this Bid process except that if the EMD (Bid Securing Declaration) has been received from the Bidder prior to such termination, the EMD (Bid Securing Declaration) will be returned as promptly as possible to the respective Bidders.

## **17. ACCEPTANCE OF TERMS & CONDITIONS**

By responding to this RFP, bidders submit and confirm their acceptance to the Terms and Conditions of this RFP.

## **18. DISQUALIFICATION**

The bid is liable to be disqualified in the following cases or in case a bidder fails to meet the bidding requirements as indicated in this RFP:

- Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial bid is enclosed with the same folder as technical bid.

- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case anyone bidder submits multiple bids unless additional bids are withdrawn upon notice immediately.
- Failure of the successful bidder to agree with the Terms & Conditions of the RFP.

### **19. CONTACTING DEPARTMENT**

From the time of submission of RFP to the time of awarding the contract, if a Bidder needs to contact Department for any reason relating to this RFP enquiry and /or its bid, it should do so only over email as specified in the data sheet.

In case a Bidder attempts to influence Department in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFP of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by Department.

### **20. WITHDRAWAL OF RFP**

No bid should be withdrawn after the deadline for submission of RFP and before expiry of the RFP validity period. If a bidder withdraws the RFP during this period by any means, it will result in the vendor being disqualified from bidding for any contract with Department of Trade and Taxes for a period of one year from the date of notification.

### **21. AUTHENTICATION OF BIDS**

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

### **22. DEVIATIONS**

The bidder shall not provide for any deviations in the bid. If Department is of the opinion that the bid contains any deviation, then Department reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

### **23. AWARD OF CONTRACT**

The contract shall be awarded to the 2 successful Bidders determined on the basis of LCS of the Technically qualified Bidders. The Department will reserve the liberty to obtain services of all 20 CAs from one firm or a bigger percentage of CAs from one firm depending upon the quality of service provided. The contract shall be awarded by way of issuance of Letter of Award (LOA) by

the Department and the bidder shall immediately act upon such acceptance letter. After signing of the contract/Agreement, no variation in or modification of the terms of the contract shall be made except by mutual written amendments signed by both the parties.

#### **24. CONTRACT PERIOD**

The Contract to the selected CA firms shall be awarded initially for a period of 2 (two) years which may be extended by up to one year depending on the performance of the successful bidders and requirement of the Department at the sole discretion of the Commissioner, Trade & Taxes. However, if the performance of the firm/firms is/are not found to be satisfactory, the contract may be terminated earlier by giving termination notice to the firm/firms. The firms shall provide all services specified in Technical specifications/ Scope of work and in the bid in accordance with the highest standard of Professional competence and integrity.

However, the terms & conditions of the contract/agreement shall be applicable from the date of Letter of Award (LOA) and the Agency must sign the Contract within 14 days after issue of LOA.

The Successful

Bidders shall make the assessment of support personnel both technical and administrative to undertake the Assignment.

The Bidder shall be relieved from its contractual obligation only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the RFP/Contract.

#### **25. SIGNING OF CONTRACT**

The successful bidder will be required to execute an agreement on Non-judicial stamp paper of appropriate value with Department within 14 days of the date of the award letter (LOA). Format of Contract/agreement is enclosed with RFP.

In case the successful bidder fails to enter into the agreement with Department within 14 days, the bidder shall stand disqualified from bidding for any contract with Department of Trade & Taxes for a period of one year from the date of notification.

#### **26. PERFORMANCE BANK GUARANTEE (PBG)**

The successful Bidders shall at his own expenses submit to Department an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed in **Annexure 16**, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to **3%** of total contract value as further detailed in the RFP. Except as otherwise provided in the RFP, no interest shall be

payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP and six months thereafter.

For the successful bidder the Performance Bank Guarantee shall be retained by Department until the completion of the assignment by the Successful Bidder and be released 60 (sixty) days after the completion of the assignment.

## **27. SELECTION PROCESS FOR BIDDER**

### **(i) OPENING OF BIDS**

The Proposals will be opened by the Department in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms for attending the opening of the bid.

There will be three stages bid-opening events

- a) **Stage 1 Opening:- Cover 1**-Pre-Qualification Bid-Integrity Pact, Authorisation Letter, EMD (Bid Securing Declaration), Pre-Bid Qualification Criteria in Annexure 12. The firm should be in practice for at least 5 years and have an Average audited annual turnover of at least 30 Lacs in for the past 3 Financial Years (i.e 2018-19, 2019-20, 2020-21).
- b) **Stage 2 Opening: Cover 2**:- Technical Bid includes CVs of CAs as per S.No. 15 of RFP in Annexure 13 & 13 A.

Technical Bid of the firms will be opened for the firms who qualify in the Pre-Qualification Bid only.

- c) **Stage 3 Opening: Cover 3**-Commercial bid

The Commercial Bids of only the firms who qualify in the Technical Bid will be opened.

### **(ii) CLARIFICATION ON BIDS**

During the bid evaluation, Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **(iii) EVALUATION PROCESS**

Department shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Department in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the

Department. Department may ask for meetings with the Bidders to seek clarifications or conformation on their proposals. During the Bid Evaluation, Department reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

### **STAGE 1 :- PRE-BID QUALIFICATION :-**

a) Department shall open Cover 1

If the contents of the Cover 1 are as per requirements and the EMD (Bid Securing Declaration), Annexure 12 and Integrity Pact in prescribed format have been received by the Department as per the terms of this RFP & the firm should be in practice for at least 5 years and have an Average audited annual turnover of at least 30 Lacs in for the past 3 Financial Years (i.e 2018-19, 2019-20, 2020-21), then such firms will be considered eligible for consideration in the Pre-Bid Qualification.

- b) Each of the Pre Bid Qualification conditions mentioned in RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c) Response to the Pre Bid Qualification Requirements will be evaluated in accordance with the requirements specified in this RFP. A checklist must be created with proper page-wise indexing of all supporting documents.

### **STAGE 2: TECHNICAL EVALUATION**

- a) Department shall open Cover 2 of the firms who qualify in the Pre-Qualification Bid for Technical Bid.
- b) Only the firms which obtain at least 30 out of 40 Marks in the Pre-Qualification Bid (Firm Credentials) will be considered for Technical Bid.
- c) Response to the Technical Requirements will be evaluated in accordance with the requirements specified in this RFP.
- d) The CV of each CA will be judged for a maximum of 100 points resulting in a maximum of 1500 points accumulated for the CV's of 15 CAs for each bidding firm. The score of each firm out of the maximum 1500 points will be scaled down to 100 marks. To be qualified technically, each firm should obtain at least 60 out of 100 Marks.
- e) Results of the Technically qualified Bidders will be intimated.

### **STAGE 3: COMMERCIAL EVALUATION ON THE BASIS OF LCS**

- a) Cover 3 marked as “Commercial bid” will be opened only for Bidders who succeed in Pre-Bid Qualification and Technical Stage as elaborated in para 5.
- b) All the technically qualified bidders will be intimated to participate in Commercial Bid opening process.
- c) In order to qualify for the Commercial Bid the Firms must score at least 60 out of 100 Marks in the Technical Bid (CVs of 15 CAs).
- d) The Commercial Bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Department's discretion.
- e) The bid price will **include all taxes and levies except GST** and shall be in Indian Rupees and mentioned separately.
- f) Any conditional bid would be rejected.
- g) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - i. “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - ii. If there is a discrepancy between words and figures, the amount in words will prevail.”
  - iii. If the Bidder does not accept the error correction, its Bid will be rejected and, the bidder shall stand disqualified from bidding for any contract with Department of Trade & Taxes for a period of one year from the date of notification.

### **28. COMMERCIAL BIDS**

- The commercial bids shall take into account all the expenses and tax liabilities and cost of insurances specified in the draft contract, levies and other impositions applicable under the prevailing law on the Successful Bidders and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of commercial bids. Further, all payments shall be subjected to

deduction of taxes at source as per Applicable Laws.

## **29. PAYMENT TERMS**

- Payment shall be made on a monthly basis on satisfactory performance in Indian Rupees. The invoices will be raised only using GST details of the successful vendor. The monthly payment will be (1/12th) of the annual charges finally agreed with the selected vendors based on their commercial bids. If the number of CAs provided undergoes any deviation, the charges will be adjusted proportionately.
- The invoices must be based on Letter of Award (or any amendments thereof) issued by the Department.

## **30. TERMS OF BUSINESS**

Department will award the contract to the two successful bidder for implementation. The award of the contract will be done on LCS of the evaluation done as mentioned above. The successful bidder has to sign a contract for implementation of the project and has to commence the work within 14 working days from the date of issue of the order.

## **31. RESPONSIBILITIES**

Department will engage Successful Bidder with effect from their acceptance of contract to provide with the services described in the contract, together with such other services as may be reasonably requested from Successful Bidder from time to time. Successful Bidders agrees to perform the services in a timely manner, and to exercise all reasonable skill and care in their performance of them.

Successful Bidders shall provide Department promptly with any information, data or documents that may reasonably be required in order to comply with obligations under the contract. Successful Bidders shall undergo / undertake specific trainings in the format and to the extent as may be stipulated by Department, including web-based modular trainings. Such trainings should be started before or immediately after commencement of the services and

should be finished within 2 weeks thereafter or as prescribed under any specific training format, whichever is later.



### **32. TERMINATION**

Department may terminate the contract immediately upon written notice to Consultant if:

- i. Successful Bidder is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement
- ii. Successful Bidder perform the services in a manner which is unsatisfactory to Department. Successful Bidder become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against Successful Bidder that Successful Bidder be wound up or cease to carry on all or substantially all of their business.
- iii. Department reasonably determines that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.
- iv. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

### **33. INTELLECTUAL PROPERTY RIGHTS**

Department will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that Successful Bidder or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the e-learning materials. Successful Bidders shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Successful Bidders hereby waive all moral rights in all jurisdictions.

Successful Bidders acknowledge that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to Department or other third parties. Successful Bidders agree that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and Department (or their Department and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Successful Bidders shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

### **34. CONFIDENTIALITY**

In the course of providing the Services, Successful Bidders will be privy to information of a confidential nature relating to Department and may learn confidential information like Department's business, systems of work and other confidential information. Successful Bidders shall agree that they will use such Confidential Information only in compliance with their obligations under the concerned contract, and that Successful Bidders will not disclose such information to any third party except to the extent required by law and that Successful Bidders will, in relation to confidential information which comes into their possession during the performance of the contract, comply with the confidentiality obligations placed upon them by the contract as if Successful Bidders were a party to the contract in Department place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to Successful Bidder by a third party who is not subject to any restriction on disclosure.

### **35. DATA PROTECTION**

To the extent Successful Bidders collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, Successful Bidders shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology

Act, 2000 (the “Act”), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the “Rules”).

Without prejudice to the generality of the preceding clause, Successful Bidders shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules (“Data Protection Procedures”). Successful Bidders shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Successful	Bidders
shall not retain Personal Data for longer than is reasonably required for the performance of their Services.	

**36. DUTIES AND OBLIGATIONS:** The successful firm shall have the following duties and obligations:-

- i. The CAs provided to the department would not be permitted to take up any other assignment during the period of tenure with the department
- ii. All the hired CAs should sit in the Office of Trade & Taxes physically. Work from home (WFH) policy of GNCTD will be followed as applicable from time to time.
- iii. Hired CAs shall analyse the returns of the registered persons and identify/analyse fake dealers chains.
- iv. Hired CAs shall examine the records and books of accounts of the registered person.
- v. Hired CAs shall verify the compliance of provisions of DGST Act, CGST Act, IGST Act, 2017 & DVAT Act 2004 and rules made there under including the correctness of turnover declared, Input Tax Credit availed, tax paid, refund claimed etc. if any, by the registered person.
- vi. Highlighting areas of potential tax evasion.
- vii. Possibilities of recovering the tax evaded thereby bolstering the revenue collection for the Government.
- viii. Hired CAs shall undertake Forensic Audit.
- ix. Hired CAs shall analyse and update the Departmental Officers on the latest changes in GST Act/Rules, analyzing notifications and latest judgement of various Authorities & Courts.
- x. Imparting Training/Resource Persons for capacity building in GST/VAT.
- xi. Analysing registered person profile through reports available on the GSTN portal.
- xii. Any other work assigned by the Department.

### **37. GENERAL CONDITIONS:-**

- i. The Bidding firm shall disclose the complete list of its current and past (within 2 years) Clients along with the Technical Bid so as to avoid any future conflict of interest. **(As per Annexure 5)**
- ii. If during any stage of the selection process it is discovered that the CV/dossier of the same candidate has been given by more than one firms, the candidature of all such firms and also the concerned candidate shall be cancelled.
- iii. In case any CA is found to be colluding with a registered dealer with the malafide intention of tax evasion or any other Commercial irregularity, the Department reserves the right to initiate Criminal proceedings against such candidates and the firm, apart from immediate cancellation of the contract with forfeiture of PG submitted by the selected firm.
- iv. The actions of the CAs will be subject to close scrutiny by the Officers of the Department or any outside agency authorized for the purpose.
- v. If during the currency of the contract the performance of any CA firm is not found satisfactory the Department reserves the right to terminate the contract and give the entire contract to the other firm PG submitted by the firm will be forfeited.
- vi. The candidature of any CA and the award of tender to the firm will also be cancelled under the following circumstances:-
  - a. If any false information/mis-statement has been furnished.
  - b. If the CA fails to maintain/honour confidentiality & secrecy in all respect.
  - c. If the CA fails to comply with any of the eligibility criteria/other terms and conditions.
  - d. If the CA fails to provide reports and mandated inputs of requisite quality within prescribed time.
- vii. This office also reserves the right to cancel/withdraw the RFP without assigning any reason whatsoever.

### **38. GOVERNING LAW AND JURISDICTION**

This RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Delhi courts.

### **39. PENALTY CLAUSE AS PER ANNEXURE 17 SHALL BE PART OF THE AGREEMENT/CONTRACT**

### **40. LAST DATE AND TIME FOR SUBMISSION AND OPENING OF THE BIDS**

- a. The Bids shall be received only online on the Government of NCT of Delhi e-procurement Portal at <https://govtprocurement.delhi.gov.in> and would be opened as per the schedule mentioned in the Bids (Critical date-sheet).

b.If any due date in the Critical date sheet happens to be a holiday then the next working day will be the due date at the same time.

Department of Trade & Taxes may, at its discretion, extend the last date and time for submission of RFP and/or date and time of opening of Bids by issuing corrigendum/addendum.

#### **41. LATEBIDS**

Bids received after the due date and time as specified in the Data Sheet for any reason whatsoever, shall not be entertained by Department.

#### **42. DELIVERABLES**

All deliverables and source files will be shared with Department after the modules have been signed-off. The Intellectual Property Rights for all the work products will rest with the Department of Trade & Taxes.

**ANNEXURES****ANNEXURE-1****PROFORMA FOR APPLICATION FOR PARTICIPATING IN THE TENDER IN DEPARTMENT  
OF TRADE & TAXES, GOVT. OF NCT OF DELHI**

<b>S.NO.</b>	<b>INFORMATION/DETAILS SOUGHT</b>	
1.	Name and address of the person/firm. In case of firm, please also provide total number of partners and names of partners who will be engaged in this assignment.	
2.	PAN-Permanent Account Number of the firm	
3.	Date of registration	
4.	Address for correspondence including contact No./Mobile No. and E-mail ID	
5.	Membership no. of institute of Chartered Accountants of India/Institute of Cost Accountants of India along with date of becoming member of the institute.	
6.	Whether empanelled (during last seven years) with Department of Income Tax, Department of Customs & Central Excise, Department of Service Tax, Department of Value Added Tax, Department of Goods & Service Tax (if yes, details thereof with records)	
7.	Average audited annual turnover in last 3 (three) financial years i.e 2018-19, 2019-20, 2020-21	
8.	No. of Audit Assignments of internal/Statutory/Forensic, Audit of Corporate/PSUs entities, except Branch Audit, for which the audit has been done in the last 2 years. (with documentary records)	
9.	Staff Strength (excluding typist, stenographers, computer operators, secretaries and subordinate staff etc.) Consisting of Audit and Article clerk with the knowledge in book-keeping and accountancy and are engaged in outdoor audit.	
10.	Whether any investigation/inquiry/disciplinary proceeding is pending in the records of relevant institute of Chartered Accountant of India, the Institute of Cost Accounts of India, the Northern India Regional Council of Chartered Accountants of India and The Northern India Regional Council of Institute of Cost Accountants of India/CBIC/Govt. Of NCT of Delhi against any applicant/proprietor/partner/employee of the firm (Give Details)	

**ANNEXURE-2****CHECKLIST OF DOCUMENTS TO BE SCANNED & UPLOADED ALONG WITH “RFP” ON E-PORTAL**

<b>S.NO.</b>	<b>ITEM DESCRIPTION</b>	<b>YES/NO</b>	<b>REMARKS</b>
1.	Copy of PAN		
2.	Copy of Aadhar Card/Voter ID/Passport etc. Mentioning address		
3.	Copy of registration with institute of Chartered Accountants of India/Institute of cost Accountants of India		
4.	Certificate of Practice issued by the Institute of Chartered Accountants of India/Institute of Cost Accountants of India showing experience of at least five years of practice		
5.	Copy of order/letter of empanelment with the Department(s):- 1. Department of Income Tax 2. Department of Customs and Central Excise 3. Department of Service Tax 4. Department of Value Added Tax 5. Department of Goods & Service Tax		
6.	Copies of full Income tax returns & Commercial Accounts for the last three Financial years.		
7.	Copy of Order of Audit Assignments of Internal/Statutory/Forensic Audit of Corporate/PSUs entities, except Bank Branch Audit.		
8.	Staff Strength (excluding typist, stenographers, computer operators, secretaries and subordinate staff etc.) Consisting of Audit and Article clerk with the knowledge in book-keeping and accountancy and are engaged in outdoor audit providing their names, educational qualification, date of engagement, contact details etc. In Annexure C		
9.	Brief approach paper (not exceeding 3000 words) as mentioned in Annexure 2A		
10.	Verification/Declaration as in Annexure 2B		

**ANNEXURE 2A**

<b>S.NO.</b>	<b>INFORMATION SOUGHT</b>	<b>DETAILS TO BE FURNISHED</b>
1.	Challenges in the special audit of registered person under Goods & Service	
2.	Technical Parameters/approach to assess compliance of various provisions of the GST Act, 2017 by the registered person.	
3.	Proposed methodologies to analyze& evaluate compliance on technical parameters	
4.	Proposed work plan for responding to the Scope of work.	
5.	Proposed solutions/methodology for a special audit for ensuring time bound determination of statutory liabilities of registered person.	
6.	Proposed innovations in analysis, audit and follow up action for successful conclusion of such special audit through discharge of Commercial liabilities by registered person.	



**ANNEXURE2B**

I \_\_\_\_\_ Proprietor/ Partner of M/S \_\_\_\_\_ do hereby declare that the information/details etc. Submitted in/along with RFP application are true and correct to the best of my knowledge and belief.

Dated:

Place:

Signature

### **ANNEXURE 3-INTEGRITY PACT**

#### **INTEGRITY PACT**

This Integrity Pact is entered by and between

The Department of Trade and Taxes, Vyapar Bhawan, I.P Estate, I.T.O, New Delhi-110002 (hereinafter referred to as the “Department”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

**AND**

<\*\*\*>, a Company incorporated under the Companies Act, 1956, having its registered office at

<\*\*\*> (hereinafter referred to as “Bidder” which expressions shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

#### **PREAMBLE**

The Department intends to award, under laid down organizational procedures, contract for “Defining and detailing a scalable process through an open tender process and has issued RFP bearing number

\_\_\_\_\_ The Department values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Vendor(s)/Contractor(s).

In order to achieve these goals, the Department wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint a Contract Evaluation Committee (comprising of Technical Evaluation Committee and Commercial Evaluation Committee) /, who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

#### **Section 1-Commitments of the Department**

- 1) The Department commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Department, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Department will during this tender process treat all Bidder(s) with equity and reason. The Department will in, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
- c) The Department will exclude from the process all known prejudiced persons.
- 2) If the Department obtains information on the conduct of any of its officers/employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Department will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2- Commitment of the Bidder**

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Department's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in this tender process.
- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Department as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.

- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favour to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees/Directors/management representatives of the Bidder who have family relationships with the employees or officers of the Department.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Department. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Department or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future Contracts**

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Department is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

### **Section 4: Compensation for Damages**

- a) If the Department has disqualified the Bidder from this tender process prior to the award according to Section 3, the Department is entitled to disqualify the bidder from bidding for any contract with Department of Personnel & Training (DoPT) for a period of one year from the date of notification.
- b) If the Department has terminated the Agreement according to Section 3, or if the Department is entitled to terminate the Agreement according to Section 3, the Department shall be entitled

led to demand and recover from the Bidder/Vendor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

#### **Section 5: Previous Transgression**

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government/State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- b) If the Bidder makes incorrect statement on this subject or hides any material information, the Department is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

#### **Section 6: Equal treatment of all Bidders**

- a) The Bidder undertakes to demand from all sub Successful Bidders of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Department before signing of the Agreement with the Department.
- b) The Department will enter into individual Integrity Pacts with identical conditions as this one with all Successful Bidders of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the Department, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The Department will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

#### **Section 7: Criminal charges against violation Bidder/Successful Bidder(s)**

If the Department obtains knowledge of conduct of the Bidder or its Successful Bidder, or of an employee or a representative or an associate of the Bidder or Subconsultant which constitutes corruption, or if the Department has substantive suspicion in this regard, the Department will inform the same to the Chief Vigilance Officer.

#### **Section 9 – Pact Duration**

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.

- b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Department.

#### **Section 10–Other provisions**

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Department first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

**For & On Behalf of the Department For & On Behalf of the Bidder**  
**(Official Seal)**

**(Official Seal)**

**Place:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:**

**Witness:**

**(Name & Address):**

**(Name & Address):**

**(Name & Address):**

**Annexure4–BidSecuringDeclaration**

<Original signed copy on company letterhead>

**BidSecuringDeclaration**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Subject: Hiring of Two Chartered Accountancy firms for engaging 20 Chartered Accountants***

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of

signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

No. F.9/4/2020-PPD  
 Government of India  
 Ministry of Finance  
 Department of Expenditure  
 Procurement Policy Division  
 512, Lok Nayak Bhawan, New Delhi  
 Dated the 12th November 2020

#### OFFICE MEMORANDUM

Subject: Bid Security/ Earnest Money Deposit.

1. The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute Commercial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

2. As per Rule 170 of General Commercial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017.

3. In this context it is noted that Bid Security (also known as Earnest Money Deposit) is still being taken from the contractors by the various Ministries/ Departments, though the relaxations have already been provided in General Financial Rules (GFRs) 2017.

4. In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.

5. Wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender or the Secretary of the Ministry/ Department, whichever is lower.

6. The above instructions will be applicable for all the tenders issued till 31.12.2021.

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc and are issued under Rule 6(1) of the GFRs 2017.

(Kotluru Narayana  
 Deputy Secretary to the Govt. of India  
 Tet:24021305 Email: kn.reddy@gov.in



**ANNEXURE 5**

Refer to Para no. 38 of RFP

<b>S.No.</b>	<b>Name of Present Clients</b>	<b>Period of Contract</b>	<b>Value of Contract</b>
1.			
2.			
3.			
4.			
5.			
6.	And so on		

<b>S.No.</b>	<b>Name of Clients for Past 2 Years</b>	<b>Period of Contract</b>	<b>Value of Contract</b>
1.			
2.			
3.			
4.			
5.			
6.	And so on		

Signature of the Bidder

**ANNEXURE6-Bidder'sGeneralInformation**

Biddersarerequestedtofurnishthefollowinginformationandenclosealongwithquotation.

<b>S.No.</b>	<b>Item</b>	<b>Bidder'sResponse</b>
<b>1.</b>	<b>Company Name</b>	
<b>2.</b>	<b>Year Established</b>	
<b>3.</b>	<b>IncorporatedinIndia (Yes orNo)</b>	
<b>4.</b>	<b>Name&amp;Designationof Authorizedperson</b>	
<b>5.</b>	<b>ContactName</b>	
<b>6.</b>	<b>Address</b>	
<b>7.</b>	<b>Mobile</b>	
<b>8.</b>	<b>Telephone</b>	
<b>9.</b>	<b>EmailAddress</b>	
<b>10.</b>	<b>BriefDescriptionofthe Organization</b>	

**ANNEXURE7-Citations–WorkExperience(Submitseparatesheetsforexperiencequoted  
in technicalcriteria)**

<b>S.No.</b>	<b>Item</b>	<b>Bidder'sResponse</b>
<b>1.</b>	<b>NameofBidderentity</b>	
<b>2.</b>	<b>AssignmentName</b>	
<b>3.</b>	<b>NameofDepartment</b>	
<b>4.</b>	<b>Address</b>	
<b>5.</b>	<b>ContactDetailsofDepartment</b> <i>(Contact Name, Address, TelephoneNumber)</i>	
<b>6.</b>	<b>ApproximateValueoftheContract</b>	
<b>7.</b>	<b>DurationofAssignment (months)</b>	
<b>8.</b>	<b>AwardDate(month/year)</b>	
<b>9.</b>	<b>CompletionDate(month/year)</b>	
<b>10.</b>	<b>Narrativedescriptionof theproject</b>	
<b>11.</b>	<b>DetailsofWorkthatdefinesthescope relevanttotherequirement</b>	
<b>12.</b>	<b>DocumentaryEvidenceattached</b>	

**ANNEXURE 8-No Deviation Certificate**

<Original signed copy on company letter

head>To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no.

\_\_\_\_\_ dated

\_\_\_\_\_. This is to certify that our offer contains no deviation on the Scope of Work, Legal or Commercial aspects in either direct or indirect form.

Sincerely,

(Authorised

Signatory) Signature:

Name:

Designation:

Address:

Seal:

Date:

**Annexure 9-Pre-Bid Qualification Covering Letter**

<Original signed copy on company letter head>

To,  
Commissioner  
Trade & Taxes  
Delhi-110002

***Subject: Hiring of Two Chartered Accountancy firms for engaging 20 Chartered Accountants***

Dear Sir,

We, the undersigned, offer to provide the services for defining and detailing the framework with reference to your Request for Bid dated <insert date>. We are hereby submitting our Pre-Bid Qualification, Technical Bid along with Commercial Bid for your perusal.

We hereby declare that all the information and statements made in this Pre-Qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document. We understand you are not bound to accept any Bid you receive.

Yours

sincerely, (Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**Annexure10-Technical BidCoveringLetter**

<Original signed copy on company letterhead>

To,  
Commissioner  
Trade & Taxes  
Delhi-110002

***Subject: Hiring of Two Chartered Accountancy firms for engaging 20 Chartered Accountants***

Dear Sir,

We, the undersigned, offer to provide the services for defining and detailing the framework with reference to your Request for Bid dated <insert date>. We are hereby submitting our Technical Bid along with Commercial Bid for your perusal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document. We understand you are not bound to accept any Bid you receive.

Yours

sincerely, (Authorised Signatory)

natory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### **Annexure-11**

#### **Technical Eligibility Criteria of the Firms and the CAs**

- A.** The applicant/Bidding Firm should:
- i. Be registered with the Institute of CA and should have valid full time certificate issued by Institute of Chartered Accountants of India.
  - ii. The CA firm should be in practice for a period of 5 years. The CAs to be provided by the firm should possess experience of at least 3 years of practice in the field of Central Excise & Service Tax/VAT/GST.
  - iii. The applicant firm and the CAs provided by it should not have indulged in any unethical professional practice or professional misconduct including moral turpitude.
  - iv. The applicant firm and the CAs provided by it should not have been held guilty of any professional misconduct under the Chartered Accountants Act, 1949 (as amended) during the last five years or penalized under chapter V of the finance Act,1994 or Customs Act,1962 or Central Excise Act 1944,DVAT Act 2004 or the Central/IGST /Delhi GST Act 2017.
  - v. The applicant firm should not be facing any investigation or enquiry by the CBIC or GNCTD or any of its subordinate offices for any violations under the Service Tax Law or the Customs Act, 1962 or the Central Excise Act, 1944, DVAT Act,2004 or the Central /IGST/DGST Act 2017.
  - vi. The bidding firm must have valid GST registration.
  - vii. Location of Office:-The Bidder Firm should be from NCR or should open a office in NCR within 30 days of the Work Order.
  - viii. The applicant firm should be hired by keeping in view the CVC guidelines for hiring of firm and not have been barred from appointment by any Govt. / Semi-Govt. entities.(A self-declaration to be submitted on the letter head of the firm).
- B.** The CAs whose CV's are provided by the firm should :
- i. Be a member of the Institute of CA and should have valid full time certificate issued by institute of chartered accountants of India.
  - ii. Possess experience of at least 3 years of practice in the field of Central Excise & Service Tax/VAT/GST as such member
  - iii. That the candidate should not have indulged in any unethical professional practice or professional misconduct including moral turpitude.

- iv. Should not have been held guilty of any professional misconduct under the Chartered Accountants Act, 1949 (as amended) or penalized under chapter V of the Finance Act, 1994 or Customs Act, 1962 or Central Excise Act 1944, DVAT Act 2004 or the Central/IGST /Delhi GST Act 2017
- v. Not be facing any investigation or enquiry by the CBIC or GNCTD or any of its subordinate offices for any violations under the Service Tax Law or the Customs Act, 1962 or the Central Excise Act, 1944, DVAT Act, 2004 or the Central /IGST/DGST Act 2017.



**ANNEXURE 12****QUALIFYING CRITERIA FOR THE FIRMS**

1. The firm should be in practice for at least 5 years and have an Average audited annual turnover of at least 30 Lacs in for the past 3 Financial Years (i.e 2018-19,2019-20,2020-21).

<b>CRITERIA</b>	<b>DOCUMENTS REQUIRED</b>
Proof of Existence of the firm for more than 5 Years	Registration with ICAI for more than 5 Years only will be taken as proof
Average audited annual turnover of at least 30 Lacs in for the past 3 Financial Years (i.e 2018-19,2019-20,2020-21).	Annual Audited Report of the Applicant Firm for the past 3 Financial year to be submitted

**2. FIRM CREDENTIALS****(Total- 40 Marks)**

- a. Marks for experience in GST audit of firms having annual turnover since 2017-18 will be given as follows:-

**(15 Marks)**

<b>S.NO.</b>	<b>MERITS /CRITERIA</b>	<b>Maximum Marks</b>	<b>Marks obtained by the firm ( to be filled by Technical Evaluation Committee)</b>
1.	GST Audit of firms having annual turnover above 5 Crore & upto 10 Crore.	1 Marks for each such audit	
2.	GST Audit of firms having annual turnover above 10 Crore & upto 25 Crore.	2 Marks for each such audit	
3.	GST Audit of firms having annual turnover above 25 Crore.	3 Marks for each such audit	
	<b>Maximum Possible Marks</b>	<b>15 Marks</b>	

- b. Marks to be awarded based on Empanelment or Work Experience as supplier of CAs with any of the following Departments in the last 10 Years.

**15 MARKS)**

<b>S.NO .</b>	<b>MERITS /CRITERIA</b>	<b>Empanelment /Work experience of the firm with the below mentioned Departments in the last 10 Years</b>	<b>MARKS</b>	<b>Marks obtained by the firm ( to be filled by Technical Evaluation Committee)</b>
---------------	-------------------------	---	--------------	---

		(to be filled by the Firm)		
1.	Department of Income Tax	Yes/No	02	
2.	Department of Customs and Central Excise	Yes/No	03	
3.	Department of Service Tax	Yes/No	04	
4.	Department of Value Added Tax of any State/States/UTs	Yes/No	05	
5.	Department of Goods and Services Tax Of any State/States/Center/UTs	Yes/No	06	
	<b>Max. Possible Marks</b>		<b>15</b>	

Copy of the Empanelment Certificate issued by the above mentioned Departments or audit reports of audit conducted by the Applicant firm with the above mentioned Departments to be submitted as proof.

- c. Further, a maximum of **10 Marks** will be awarded to each firm based on audited average turnover of the Bidder Firm in the last 3 Financial years The turnover of the Bidder should be audited by the another CA Firm and not self certified:-

**(10 MARKS)**

<b>AVERAGE AUDITED ANNUAL TURNOVER OF THE BIDDER FIRM IN LAST 3 FINANCIAL YEARS</b>	<b>(To be filled by the Firm)</b>	<b>Marks obtained by the firm ( to be filled by Technical Evaluation Committee)</b>
30 lacs to 2 Cr. - 1		
2 Cr. to 5 Cr. - 3		
5 Cr. to 10 Cr. - 5		
10 Cr. to 20 cr. - 7		
> 20 Cr. - 10		
<b>MAXIMUM POSSIBLE MARKS</b>		<b>10</b>

**The turnover of the Bidder should be audited by another CA Firm and not self-certified. Copies of Audit Report to be submitted as proof.**

Each Bidding CA firm should fill 1 form in this Annexure (Annexure 12).

Only the firms which obtain **at least 30 out of 40 Marks** in the Pre-Qualification Bid (Firm Credentials) will be considered for Technical Bid.

## Annexure-13

**SELECTION CRITERIA FOR TECHNICAL BID**

The Maximum marks will be 100. Out of this, 60 Marks would be earmarked for the **CVs of 15 CAs** to be provided by each of the bidding firms.

**A: CVs of 15 Candidates (60/100 Marks):-** The bidding firm must provide CVs of the 15 CAs who will be provided as a panel to the department. The department will initially select 10 CAs each from this panel from each of L1 and L2 firm (after it has price-matched L1). The CV of each CA will be judged for a maximum of 100 points resulting in a maximum of 1500 points accumulated for the CV's of 15 CAs for each bidding firm. The score of each firm out of the maximum 1500 points will be scaled down to a maximum of 100 marks. The 100 points to be given for the CV of each CA will be as follows:-

**(100 MARKS)**

S.No	Merits/Criteria	Documents Required	Max. Points
1.	<b>Experience</b> of at least 03 years in VAT/Excise/Service Tax	Any Assessment Order/Appeal order under VAT/Excise/Service Tax older than 03 years containing the name of the CA therein.	<b>10</b> i. 3-5 Years- 5 Points ii. More than 5 Years- 10 Points
2.	<b>Experience in GST</b>	Any Appeal order under GST containing the name of the CA therein.	<b>10</b> i. >6months-1 Year- 2 Points ii. >1-3 Years- 5 Points iii. More than 3 Years-10 points
3.	<b>GST Audit</b> of Firms (with a turnover of more than 5 Crores)	Document from the Tax payer with turnover of more than 5 Crores whose audit was conducted containing the name of the CA therein. Proof of submission of the audit report to a Government agency.	<b>25</b> (5 points for each firm/Company for which GST Audit is completed. Maximum of 25Points)
4.	Representation in Appeal of Search & Seizure cases under GST/VAT/ /Service Tax/Central Excise in the last 5 Years	Order copy of the Authority containing the name of the CA to be provided containing the name of the CA therein.	<b>15</b> (4 points may be given for each Order copy. Maximum of 15 Points)
5.	Representation in OHA (Objection Hearing Authority) Cases under VAT/GST in the last 5 Years	Representation in OHA (Objection Hearing Authority) Cases under VAT/GST in the last 5 Years containing the name of the CA therein.	<b>24</b> (4 points may be given for each Order copy. Maximum of 24Points)

6.	Having certified /signed audit report of CAG as Empanelled Auditor	Copy of signed report of CAG containing the name of the CA therein.	<b>16</b> (4 points for each audit report. Maximum of 16Points )
			<b>Total-100</b>

The Score of the 15 CAs of each firm out of a maximum of 1500points will be scaled down to maximum of **100 Marks**.In order to qualify in the Technical Bid (i.e.for Commercial Bid) the Firms must score at least 60 out of 100 Marks for the CVs of 15 CAs.

**ANNEXURE 13 A****Marksheet for Evaluation of Resume by Committee**

<b>S.No</b>	<b>Merits/Criteria</b>	<b>To be filled up by firm</b>	<b>Max. Points</b>	<b>Points Obtained by the CA (to be filled by Technical Evaluation Committee)</b>
1.	<b>Experience</b> of at least 03 years in VAT/Excise/ Service Tax		<b>10</b> i. 3-5 Years- 5 Points ii. More than 5 Years- 10 Points	
2.	<b>Experience in GST</b>		<b>10</b> i. >6months-1 Year- 2 Points ii. >1-3 Years- 5 Points iii. More than 3 Years-10 points	
3.	<b>GST Audit</b> of Firms (with a turnover of more than 5 Crores)		<b>25</b> (5 points for each firm/Company for which GST Audit is completed. Maximum of 25 Points)	
4.	Representation in Appeal of Search & Seizure cases under GST/VAT/ /Service Tax/Central Excise in the last 5 Years		<b>15</b> (4 points may be given for each Order copy. Maximum of 15 Points)	
5.	Representation in OHA (Objection Hearing Authority) Cases under VAT/GST in the last 5 Years		<b>24</b> (4 points may be given for each Order copy. Maximum of 24 Points)	
6.	Having certified /signed audit report of CAG as Empanelled Auditor		<b>16</b> (4 points for each audit report. Maximum of 16 Points )	
			<b>Total-100</b>	

Each firm will have to fill up 1 form for each CA (15 forms for 15 CA's per firm). Each form for each CA should be accompanied with relevant supporting documents. In order to qualify in the Technical Bid (i.e. for Commercial Bid) the Firms must score at least 60 out of 100 Marks for the CVs of 15 CAs.

**Annexure 14—Covering Letter for Commercial Bid**

<Original signed copy on company letterhead>

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Commercial Bid for <Name of the RFP> Dear

Sir/Ma'am,

We, the undersigned, offer to Defining and detailing a scalable process to Department with reference to your RFP dated <insert date>. Our attached Commercial Bid has been prepared as per requirements specified in the RFP. The price(s) quoted are inclusive of all the taxes.

**1. PRICE AND VALIDITY**

- All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the last date of submission of the Bids.
- We hereby confirm that our prices are inclusive of all taxes. However, all the taxes are quoted separately also under relevant sections.
- We understand that the actual payment would be made as per the prevailing rates at the time of payment.
- Rates have been quoted in the relevant forms as specified in the RFP and is for entire scope of work.

**2. QUALIFYING DATA**

We confirm having submitted the information as specified in section "Instructions to Bidders". In case you require any other further information/documentary proof in this

regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

### 3. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document.

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

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking

you, (Authorised

Signatory) Name:

Designation:

Address:

Date:



**ANNEXURE-15****PROFORMA FOR COMMERCIAL BID****COMMERCIAL BID FOR COMMERCIAL ACCOUNTING AND TAX CONSULTANCY  
(PROFESSIONAL FEES)**

The firm may quote their professional fees in the following format:

- 1. Name of the Firm:**
- 2. Headquarter Location:**
- 3. Professional Fees:**

<b>FEE PARTICULARS</b>	<b>AMOUNT (per year for 10 CAs)</b>
For providing 10 CAs for a period of 1 year	

**Note:**

- 1. Payment of GST shall be made in addition to the professional fee as quoted above, as applicable from time to time.**
- 2. No other reimbursement or additional fees shall be paid/claimed by the selected firm except the professional fee as quoted above.**

## **ANNEXURE 16**

### **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act if any, of the country for issuing

bank)Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s (hereinafter referred to as the 'Department', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Successful Bidder] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Successful Bidder' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Department's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Successful Bidder, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Successful Bidder having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Department for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Department immediately on demand and/or, all monies payable by the Successful Bidder to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/or without any reference to the Successful Bidder. Any such demand made by the Department on the Bank shall be conclusive and binding notwithstanding any difference between the Department and the Successful Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be in force until the Department discharges this guarantee.

The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Successful Bidder nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Department shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Department and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Department and the Successful Bidder any other course or remedy or security available to the Department. The Bank shall not be relieved of

its obligations under these presents by any exercise by the Department of its liberty with reference to them atters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Department or any other indulgence shown by the Department or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Department at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Successful Bidder and notwithstanding any security or other guarantee that the Department may have in relation to the Successful Bidder's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Successful Bidder/the Bank or any absorption, merger or amalgamation of the Successful Bidder/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Successful Bidder] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

#### WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney

No. Dated

Strikeout, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Department.

**ANNEXURE 17- SERVICE LEVEL AGREEMENT SHALL BE PART OF THE AGREEMENT/CONTRACT**

#	SLA Parameter	Definition& Target	Service Level	Liquidated Damages	
1	Team mobilization)and commencementof work	The Bidder is expected to mobilize theteamforCommencement ofworkforthis contract within 15 days of receipt ofwork order. Commencement of work willhappen when <u>all</u> selectedCAs joined the Department for assignment at the Department’s designated premises forimplementation.	Comme ncement of work within 15days of receipt ofwork order		
				<b>TimetoCommence Workfrom WO</b>	<b>Liquidated damages</b>
				<=15days	0
				>15 days and <=21days	2.5% of the paymentamountf orMonth 1 assuming100% deploymentof resources
				>21days	5% of the paymentamount for Month 1 assuming 100%deployeme nt of resources
2.	Change in any of the selected CAs by the firm or due to dis-satisfaction of the Department duringtheduration ofthe Contract	CA replaced by the firm should have equivalent or superior CV.	NoDeviati on	For every instance of a CA replacement by the firm, a one timededuction of 5% of monthly bill for that month of the CA firm will be made.  Further, whenever a change of CA is to be made by the Firm due to dis-satisfaction of the Department , the firm should withdraw the CA immediately & make the replacement within 1 (one) month failing which , a one timededuction of 5% of monthly bill for that month of the CA firm	

				will be made and in addition, the monthly bill of the firm will be deducted proportionate to the no. of CAs servicing the Department for that month.
3.	Deliverables over a period of 2 years	Completion of assignment and submission of all deliverables given by the Department.	No Deviation	If the selected CA firm fails to submit all deliverables during the time period of the Contract, the CA firm shall be liable to pay to the Department, fixed and agreed liquidated damages, maximum of 5% of the total contract fees failing which the same will be recovered from the PBG/PG submitted by the Firm.

**Signature of the Selected Firm**

**Signature of Department Representative**

**StandardFormofContract**

STANDARD FORM OF  
CONTRACTCONTRACTFORCONSULTAN  
CYSERVICES

Between

[Nameof Department]

[Nameof Successful Bidders]

[Date]

## I. Form of Contract

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Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

The .....

, hereinafter referred to as the "Department" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Successful Bidder and registered

address] (hereinafter called the "Successful

Bidders ") WHEREAS

- a) The Department has requested the Successful Bidder to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Successful Bidders, having represented to the Department that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract (hereinafter called "GC");
  - b) The Special Conditions of contract (hereinafter called "SC");
  - c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Successful Bidders, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and

methodology Appendix D: Duties of the

Department Appendix E: Cost Estimate



AppendixF: “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion

AppendixG: Copy of Letter of Award

AppendixH: Copy of letter of Award/acceptance by Successful Bidder

AppendixI: Copy of Bank Guarantee for Performance

Security AppendixJ: Clarifications

AppendixK: Hours of work for Successful Bidders Personnel

AppendixL: Correspondences

2. The mutual rights and obligations of the Department and the Successful Bidders shall be as set forth in the Contract; in particular:

- a) The Successful Bidders shall carry out the Services in accordance with the provisions of the Contract; and
- b) Department will make payments to the Successful Bidders in accordance with the provisions of the Contract.

3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
- b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- d) the Appendices shall be subject to each of the Contract, SC and the GC

- e) Any decision of the Department in relation to the priority of documents shall be final and binding upon the Successful Bidder.
- IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF DEPARTMENT

[Signature] [Name]

Designation]

FOR AND ON BEHALF OF Successful Bidder

[Signature] [Name]

Designation] Wi

tness:

- 1. [Signature, name and address]
- 2. [Signature, name and address]

## II. General Conditions of Contract

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### General provisions

#### Definitions

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

- a) “Applicable Law” means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly;
- c) “Department” means the Party named in the Contract, who employs the Successful Bidder;
- d) “Successful Bidder or Successful Bidders” means the party named in the Contract, who is employed as an independent professional firm by the Department to perform the Services;
- e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) “Contract Price” means the price to be paid for the performance of the Services;
- g) “GC” means the General Conditions of Contract;
- h) “Government” means the Government of NCT of Delhi;
- i) “Local Currency” means the INR;
- j) “Member”, in case the Successful Bidders consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities; “Member in Charge” means the entity specified in the SC to act on behalf of Each Member in exercising all the Successful Bidders rights and obligations towards the Department under this Contract;
- k) “Material Adverse Effect” means material adverse effect on (a) the ability of the Successful Bidder to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;

- l) Master Services Agreement (MSA) shall mean the same as “contract”;
- m) “Party” means the Department or the Successful Bidders, as the case may be, and Parties means both of them;
- n) “Performance Security” shall mean the irrevocable and unconditional bank guarantee provided by the Successful Bidder from a scheduled Indian bank as a guarantee for the performance of its obligations in respect of the Contract;
- o) “Personnel” means persons hired by the Successful Bidders (CAs) as employees and assigned to the performance of the Services or any part thereof;
- p) “Project” means “[name of assignment]”;
- q) “SC” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) “Services” means the work to be performed by the Successful Bidders pursuant to this Contract as described in RFP;
- s) “Work Order” means a specific directive or order to perform a defined scope for a defined duration and fee
- t) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- u) “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Department, and includes collusive practice among Successful Bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Department of the benefit of free and open competition.

**Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the exclusive jurisdiction of the Courts at New Delhi.

**Language:** This Contract has been executed in the languages specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**Notices:** Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**Location:** The Services shall be performed at such locations, as the Department may approve.

**Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Department or the Successful Bidders may be taken or executed by the officials in the SC.

**Taxes and Duties:** Unless otherwise specified in the SC, the Successful Bidders, and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. The Department shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by the Successful

Bidder. Further, in the event that the Department receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Successful Bidder, or its Personnel, servants, or otherwise) in respect of or arising out of the performance of the Successful Bidder's obligations under this Agreement which remain outstanding, the Department shall notify the Successful Bidder of the same and the Successful Bidders shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Successful Bidders shall pay forthwith on demand to the Department all costs including fines and penalties, which the Department may incur as a result of:

the Department having been required by any governmental authority to pay any Taxes which the Successful Bidder is liable to bear hereunder; or

any cost actually sustained by the Department for failure by the Successful Bidder to pay any Taxes for which it is responsible under this Contract

**Interpretation:** In the Contract, unless the context otherwise requires:

The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

A reference to any document, agreement, deed or other instrument (including, without limitation, reference to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

A reference to any document, agreement, deed or other instrument (including, without limitation, reference to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *de jure* with any foregoing words.

In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to

interpret the provisions of the Contract.

Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

References to a person shall be construed so as to include:

- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

#### **Commencement, completion, modification and termination of contract**

**Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.

**Commencement of Services:** The Successful

Bidders shall commence the Services from 14th (fourteenth) day of effectiveness of the Contract or any date prior to that with written approval from the Department.

**Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

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

#### **Force Majeure**

**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 to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

**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 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.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notices specified above.

**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.

**Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Successful Bidders shall be entitled to continue to be paid under the terms of this Contract.

**Joint and Several Liability:** Collective action by Members

### **Termination**

**By the Department:** The Department may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Successful Bidders, to be given after the occurrence of any of the events specified in this clause:

- a) if the Successful Bidders do not remedy a failure in the performance of their obligations under the Contract, within a period of 30 days, after being notified or within such further period as the Department may have subsequently approved in writing;
- b) within thirty (30) days, if the Successful Bidder becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Successful Bidders are unable to perform a material portion of the Services for a period of not less than 30 days;
- d) within thirty (30) days, if the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Successful Bidder submits to the Department a false statement which has a material effect on the rights, obligations or interests of the Department. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Department;
- f) within thirty (30) days, if the Successful Bidder, in the judgment of the Department has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Department, in its sole discretion and for any reason whatsoever, within a period of 30 days' decides to terminate this Contract.

By the Successful Bidders : The Successful Bidders may terminate this Contract, by not less than thirty (30) day's written notice to the Department, such notice to be given after the occurrence of the event specified in this clause:

- i. if the Department fails to pay any money due to the Successful Bidders pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Successful Bidders that such payment is overdue; or
- ii. if, as the result of Force Majeure, the Successful Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease. The obligation of confidentiality set forth in relevant para-39, 40 & 41, the Successful Bidder's obligation to permit inspection, copying and auditing of their accounts and records, the rights of indemnity of the Department and any right which a Party may have under the Applicable Law.

**Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Successful Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Successful Bidder and equipment and materials furnished by the Department, the Successful Bidders shall hand over all project documents under procedure described in this contract.

**Payment upon termination:** Upon termination of this Contract, the Department will make the following payments to the Successful Bidders:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated, the Successful Bidders shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Department may consider to make payment for the parts satisfactorily performed on the basis of the quantum meritas assessed by it, in its sole discretion, if such part is of economic utility to the Department. Under such circumstances, upon termination, the Department may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The Successful Bidder will be required to pay any such liquidated damages to the Department within 30 days of termination date.

**Disputes about Events of Termination:** If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **Obligations of the Successful Bidders**

**General:** The Successful Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with

generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Successful Bidders shall always act, in respect of any matter relating to this Contract or the Services, as faithful advisers to the Department, and shall at all times support and safeguard the Department's legitimate interests in any dealings with third parties.

#### Conflict of interest

**Successful Bidders Not to Benefit from Commissions, Discounts, etc.:** The remuneration of the Successful Bidders pursuant to relevant clauses hereof shall constitute the Successful Bidder's sole remuneration in connection with this Contract or the Services, and the Successful Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Successful Bidders shall use their best efforts to ensure that the Personnel, either of them, similarly shall not receive any such additional remuneration.

**Successful Bidders and Affiliates Not to Engage in Certain Activities:** The Successful Bidders agree that, during the term of this Contract and after its termination, the Successful Bidders and their affiliates, and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

**Prohibition of Conflicting Activities:** Neither the Successful Bidders nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the SC.

**Confidentiality:** The Successful Bidders, , and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Department's business or operations without the prior written consent of the Department.

**Successful Bidder's Actions Requiring Department's Prior Approval:** The Successful Bidders shall obtain the Department's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- b) any other action that may be specified in the SC.

**Reporting Obligations:** The Successful Bidders shall submit to the Department the reports and documents specified in RFP, in the numbers, and within the periods set forth in this contract.



**Documents Prepared by the Successful Bidder to be the Property of the Department:**  
 All plans, reports, other documents and software submitted by the Successful Bidders pursuant to this contract shall become and remain the property of the Department, and the Successful Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Department, together with a detailed inventory thereof. The Successful Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**Liability of the Successful Bidders :** Subject to additional provisions, if any, set forth in the SC, the Successful Bidders' liability under this Contract shall be as provided by the Applicable Law. In the event of any dispute whatsoever in between the Successful Bidder and the Department, the Department shall not be liable in any manner for any liability.

**Insurance to be taken out by the Successful Bidders :** The Successful Bidder (i) shall take out and maintain, own cost but on terms and conditions approved by the Department, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Successful Bidders shall furnish to the Department, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Successful Bidder fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Department will apart from having other recourse available under this Contract have the option without prejudice to the obligation of the Successful Bidder, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Successful Bidders, and the Successful Bidders shall be liable to pay such amounts on demand by the Department. (iv) the insurance policies so procured shall mention the Department as the beneficiary of the Successful Bidders and the Successful Bidders shall procure an undertaking from the insurance company in this regard.

### **Successful Bidders' personnel**

#### **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the CAs are described in this contract. The CAs are hereby approved by the Department. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Department and the Successful Bidders, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Successful Bidders by written notice to the Department, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and

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(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Department's prior written approval.

#### **Removal and/or Replacement of CAs**

The Department will not consider any substitution of CA except under compelling circumstances beyond the control of the Successful Bidder and the concerned

CAs. If, for any reason beyond the reasonable control of the Successful Bidders, it becomes necessary to replace any of the CAs, the Successful Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications to the satisfaction of the Authority. In case of a critical vacancy, the Successful Bidders shall provide a temporary resource for no more than 6 (six) months. Without prejudice

to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10 (ten) percent of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reductions shall be equal to 20 (twenty) percent of the total remuneration specified for the Key Personnel who is proposed to be substituted.

If the Department finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Successful Bidders shall, at the Department's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Department.

Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Successful Bidders may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Department. Except as the Department may otherwise agree, (i) the Successful Bidders shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

#### **Obligations of the Department**

**Assistance and Exemptions:** Unless otherwise specified in the SC, the Department will use its best efforts to ensure that the Government will provide the Successful Bidders, and Personnel with work permits, if applicable and such other documents as necessary to enable the Successful Bidders, or Personnel to perform the Services:

- 1.6.1.1 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

**Access to land:** The Department warrants that the Successful Bidders shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

#### **Payments to the Successful Bidders**

**Payment terms:** The Successful Bidder total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Successful Bidder costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Successful Bidder in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

**Currency:** The price is payable in local currency i.e. Indian Rupees.

**Payment for Additional Services:** For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

### **Settlement of disputes**

**Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

### **Responsibility for accuracy of project documents**

#### **General**

#### **1.7.1.1 The Successful**

Bidder shall be responsible for accuracy of the Designs, and all other details, reports, deliverables, submissions prepared by him as part of these services. He shall indemnify the Department against any inaccuracy in the work, which might surface during implementation of the project. The Successful Bidder will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.

### **Liquidated damages**

If the selected Successful

Bidder fails to complete the Assignment, within the period specified under the contract, the Successful Bidder shall pay to the Department, fixed and agreed liquidated damages, and not as a penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Department under this clause shall be subject to a maximum of 5% of the total contract fees.

### **Representation, warranties and disclaimer**

The Successful Bidder represents and warrants to the Department that:

it is duly organised, validly existing and in good standing under the applicable law of its Country;

it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this C

Contract;

it has the Commercial standing and capacity to undertake the Project;

this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

there are no actions, suits, proceedings, or investigations pending or, to the Successful

Bidder's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Successful

Bidder under this Contract or materially affect the discharge by the Successful

Bidder of its obligations under the Contract no representation or warranty by the Successful Bidder contained herein or in any other document furnished by it to the Department contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Successful Bidder, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Department in connection therewith.

## **Miscellaneous**

### **Assignment and Charges**

The Contract shall not be assigned by the Successful Bidders save and except with prior consent in writing of the Department, which the Department will be entitled to decline without assigning any reason whatsoever.

The Department is entitled to assign any rights, interests and obligations under this Contract to third parties.

### **Indemnity: The Successful**

Bidder agrees to indemnify and hold harmless the Department from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation) (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Successful Bidder of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Successful Bidder including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Department; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Department of a notice of the commencement of any action by a third party, the Department will notify the Successful Bidder of the commencement thereof; provided, however, that the omission to so notify shall not relieve the Successful Bidder from any liability which it may have to the Department or the third party. The obligation to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and

until their final resolution thereof. The foregoing provisions are in addition to any rights which the Department may have at common law, in equity or otherwise.

**Governing Law and Jurisdiction:** The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to the Contract.

#### Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provision or for obligations under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default thereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as a waiver of such breach or acceptance or any variation or the relinquishment of any such right thereunder.

**Survival:** Termination of the Contract (a) shall not relieve the Successful Bidder or the Department of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by \_\_\_\_\_ acts or omission of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered \_\_\_\_\_ or transmitted to the Parties at their respective addresses specified in the SC. Then notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as \_\_\_\_\_ is

practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

**No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. Nothing in this contract shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents of the Successful Bidders and the Department

**Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified in the SC.

**Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

**Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

**Counterparts:** The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

### III. Special Conditions of Contract

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#### The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplement to clauses in the General Conditions of the Contract.

1.1.1(f) The contract price payable in Indian Rupees is ----- (Inclusive of GST)

1.1.1(j) The Member in-charge is [name of Successful Bidder].

(n) Performance security: The Successful Bidder shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Department a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Successful Bidder of its obligations under this Contract, in the form set out in this contract, in an amount equal 3% (three) percent of the total cost of Commercial Proposal under this Assignment. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of six (6) months from the date of submission of the last deliverable under this Contract. The Department shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- (a) the Successful Bidder becomes liable to pay liquidated damages;
- (b) occurrence of any of the events listed in para-39, 40 & 41
- (c) any material breach of the terms hereof; and/or

The language is English.

The Department address is [name, designation, telephone, facsimile, address].

1.1.4 The Successful Bidder address is [name, designation, telephone, facsimile, address].

1.1.6 The Authorized Representative for the Department is [name, designation].

The Authorized Representative for the Successful Bidder is [name, designation].

The Successful Bidders and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Department will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Successful Bidder will be paid by DEPARTMENT only GST over and above the cost of Commercial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Successful Bidder.

1.2.1 The date on which this Contract will come into effect is [date].

1.2.1 The duration of assignment shall be 24 months with option to extend with mutual written agreement. CAs expected to remain available for meetings and discussions as and when called during the stated period.

Limitation of the Successful Bidder's Liability towards the Department

(a) Except in case of negligence or willful misconduct on the part of the Successful Bidders

on the part of any person or firm acting on behalf of the Successful Bidders in carrying out the Services, the Successful Bidders, with respect to damage caused by the Successful Bidders to the Department's property, shall not be liable to the Department:

- (i) for any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Successful Bidders hereunder, or (ii) the proceeds the Successful Bidders may be entitled to receive from any insurance maintained by the Successful Bidders to cover such a liability, whichever of (i) or (ii) is higher.

(b) This limitation of liability shall not affect the Successful Bidders' liability, if any, for damage to Third Parties caused by the Successful Bidders or any person or firm acting on behalf of the Successful Bidders in carrying out the Services.

#### Risks and coverage

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, for Rs.1,00,00,000/- (Rupees one crore) for the period of consultancy.

(c) Professional Liability Insurance: Successful Bidders will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Successful Bidders hereunder or (ii) the proceeds, the Successful Bidders may be entitled to receive from any insurance maintained by the Successful Bidders to cover such a liability, whichever of (i) or

(ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy

period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

(d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Successful Bidders, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

(e) Any other insurance that may be necessary to protect the Department, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.



The consultant will be required to give a presentation to Department regarding the broad features of the deliverable before the submission of each deliverable. The comments of the Department shall be incorporated in the scheduled.

1.7.1 Payments shall be made within 15 days of receipt of the invoice and approval of the relevant deliverables, and within 30 days in the case of the final payment

**Dispute settlement:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP or Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat/venue/place of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties. The parties shall bear the cost of Arbitration unless the Arbitrator decides otherwise. The existence of the dispute or the initiation or continuance of any arbitration proceedings will not delay or postpone the performance/obligation of the Parties. The Parties and the arbitrator shall maintain confidentiality and shall not disclose the existence, content or result of any dispute without the prior written consent of the other Party.