

# **National Bank for Financing Infrastructure and Development (NaBFID)**

(Development Financial Institution established through an Act of Parliament)

## **LIMITED REQUEST FOR PROPOSAL SELECTION OF TAX CONSULTANT**

### **Issuing Office and Address:**

**1503, 'A'- Wing,  
15<sup>th</sup> Floor, The Capital,  
G-Block,  
Bandra-Kurla Complex, Bandra (East)  
Mumbai – 400051  
Maharashtra**

### **For queries, please contact:**

**Email id: [RFP@nabfid.org](mailto:RFP@nabfid.org)**

### **Last date and time for receipt of filled in application:**

**March 18, 2024 up to 1500 hrs.**

**LIMITED REQUEST FOR PROPOSAL  
FOR  
SELECTION OF TAX CONSULTANT**

**Ref: NaBFID /Accounts / RFP / 14**

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**Schedule of Events**

	<b>Particulars</b>	<b>Remarks</b>
1	Coordinates for correspondence	Email ID: <a href="mailto:RFP@nabfid.org">RFP@nabfid.org</a> Address: NaBFID, 1503, 15 <sup>th</sup> Floor 'A' Wing', The Capital, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051
6	Last date and time for Bid submission बोली जमा करने की अंतिम तिथि और समय	<b>Up to 3:00 PM on March 18 2024</b>
7	Address for submission of Bids	<a href="https://gem.gov.in/">https://gem.gov.in/</a>
8	Date and Time of opening of Technical Bids	<b>3:30 PM on March 18, 2024</b>
9	Commercial Price Bid opening	Commercial price bid opening date will be communicated subsequently to the Bidders who qualify in the Technical Bid.
10	Bid Validity	90 days from the last date of bid submission.

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## 1. INVITATION TO BID:

- **NATIONAL BANK FOR FINANCING INFRASTRUCTURE AND DEVELOPMENT**, a body corporate constituted under **The National Bank For Financing Infrastructure And Development Act, 2021** having its office at **A-1503, The Capital, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051**(herein after referred to as “**NaBFID**”). This Limited Request for Proposal (“RFP”) has been issued by **NaBFID** for appointment of Tax Consultant for hiring of consultant to ensure compliance with Service Tax and GST as detailed herein below.
- **NaBFID proposes to engage a Tax Consultant** having experience in TDS/GST matters. NaBFID proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP document.
- Bidder shall mean a consultant, an eligible entity/firm who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide TDS/GST related services as given in **Appendix E**. The shortlisted Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids in the formats and manner given in this RFP. Consortium bidding is not permitted under this RFP.
- Address for submission of Bids, contact details including email address for sending communications are given in **Schedule of Events** of this RFP.
- This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- Shortlisted Bidders are advised to go through the entire RFP document before submission of Bids to avoid any chance of elimination. The eligible Bidders willing to provide GST/TDS related services for NaBFID are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder shall be in line with the tender terms and will be entirely at NaBFID’s discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability, systems & expertise to provide NaBFID with the proposed services adhering to NaBFID’s requirements outlined in this RFP.

## 2. DISCLAIMER:

- a) The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of NaBFID, is subject to the terms and conditions set out in this RFP.

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- b) This RFP is not an offer by NaBFID, but an invitation to receive responses from the shortlisted Bidders.
- c) The purpose of this RFP is to provide the Bidder(s) with information to assist in preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. NaBFID may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- d) NaBFID, its employees, secondees and deputed employees make no representation or warranty and shall have no liability to any person, including any Bidder 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- e) NaBFID also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- f) The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- g) The issue of this RFP does not imply that NaBFID is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and NaBFID reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP (Section 17).

### 3. DEFINITIONS:

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In this connection, the following terms shall be interpreted as indicated below:

- a) “NaBFID” means the National Bank for Financing Infrastructure and Development as incorporated under the National Bank for Financing Infrastructure and Development (NaBFID) Act, 2021.
- b) ‘Successful Bidder’ refers to the bidder who gets selected by the Bank after completion of evaluation process.
- c) “Bidder/Applicant/Consultant” means an eligible entity/firm, who is submitting its proposal for providing services to NaBFID.
- d) “Bid” means the written reply or submission of response to this RFP.
- e) ‘RFP’ or ‘Tender’ means the Limited Request for Proposal document
- f) “Partner” means a professional sharing profit in the firm/ LLP of Chartered Accountants as defined under Partnership Act and/ or Limited Liability Partnership Act.
- g) “Personnel/ Professional” means full time staff who is a qualified Chartered Accountant on the payroll of the bidder.
- h) “Assignment /Job” means the work to be performed by the consultant pursuant to the contract.
- i) “The Contract” means the appointment letter / agreement entered between NaBFID and Consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- j) “Selected Bidder/Vendor/Service Provider/Consultant” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as H1 (highest in weighted techno-commercial evaluation) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by NaBFID.
- k) “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and other obligation of Bidder covered under this RFP.



- l) “Eligibility Criteria” means the criteria listed in Appendix – B on the achievement of which a Bidder becomes eligible for technical Bid.
- m) “Eligibility Claim” means the claim against the criteria listed in Appendix – B submitted by the Bidder to become eligible for technical Bid.
- n) “Non-disclosure Agreement or NDA” means a contract by which NaBFID and the Bidder agree not to disclose confidential information that they have shared with each other as a necessary part of doing business together.
- o) “Day” means calendar day.
- p) “Total Project Cost / TCO” means remuneration payable by NaBFID for one year being the period of agreement

#### 4. SCOPE OF WORK:

As given in **Appendix-E** of this document.

#### 5. ELIGIBILITY AND TECHNICAL CRITERIA:

Bid is open to all shortlisted Bidders who meet the Eligibility Criteria and Technical Criteria as given in Appendix-B & Appendix-C of this document. The Bidder has to submit the documents substantiating Eligibility Criteria as mentioned in this RFP document.

#### 6. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

Shortlisted Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in Appendix-K by e-mail (as in schedule of event) within the date/time mentioned in the Schedule of Events.

Query of a bidder and response thereto would be dealt through GeM Portal and a pre-bid meeting may be held online, if felt necessary by NaBFID.

#### 7. EARNEST MONEY DEPOSIT (EMD)

Bidders are required to submit EMD of Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of DD/BC/PO/BG issued by a Scheduled Commercial Bank in favour of National Bank for Financing Infrastructure and Development payable at Mumbai, India.

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- a) EMD is required to protect NaBFID against the risk of Bidder's conduct.
- b) Any Bid not accompanied by EMD for the specified amount will be rejected as non-responsive.
- c) EMD should remain valid for a period of 90 days from the Bid submission date. NaBFID at its own discretion might extend the validity period of the EMD during the course of the Bid.
- d) The EMD may be forfeited: -
  - i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - ii. if a technically qualified Bidder does not participate in the commercial evaluation or
  - iii. if a Bidder makes any statement or encloses any form which turns out to be false /incorrect at any time prior to signing of the Contract; or
  - iv. if the successful Bidder fails to accept Purchase Order and/or sign the Contract with NaBFID or furnish Bank Guarantee, within the specified time period in the RFP.
- e) If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the request for proposals floated by NaBFID in future, as per sole discretion of NaBFID and other appropriate action may be initiated as per the terms of this RFP.
- f) The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- g) The EMD of successful Bidder will be discharged upon the Bidder accepting the Purchase Order.
- h) No interest is payable on the EMD.

### 8. CONTENTS OF BID DOCUMENT:

- a) The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- b) Misrepresentation by the Bidder or failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. NaBFID has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- c) The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and NaBFID and supporting documents and printed literature shall be submitted in English.

- d) The information provided by the Bidders in response to this RFP will become the property of NaBFID and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

### 9. BID PREPARATION AND SUBMISSION:

- A. Documents mentioned below are to be submitted online on <https://gem.gov.in/> by affixing the digital signature of the authorized signatory.
- (a) Index of all the documents, letters, bid forms, etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of Appendix-A on Bidder's letter head.
  - (c) Proof of remittance of EMD as specified in this document.
    - i. scanned copy of original DD/BC/PO/BG should be uploaded.
    - ii. Physical copy of the original DD/BC/PO/BG should be delivered through registered post/courier in a sealed envelope prominently marked as "EMD for Appointment of Tax Consultant" in response to the RFP No. NaBFID /Accounts / RFP / 14" or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1.
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B and technical eligibility criteria on the lines of Appendix-C.
  - (e) Bidder's details as per Appendix-D on Bidder's letter head.
  - (f) A copy of board resolution and/or with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- B. Commercial Price Bid for providing of consultancy service of Service Tax and GST in response to the RFP No. NaBFID /Accounts / RFP / 14 dated 06/03/2024 should contain only Commercial Price Bid strictly on the lines of Appendix-F. Prices are to be quoted in Indian Rupees only.

#### **Bidders may please note:**

- The Bidder should quote on a single responsibility basis for Services it proposes to provide.
- The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution/minutes of the meeting/authority letter authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

- Bids are liable to be rejected if any of eligibility or commercial price Bids are not received.
- If deemed necessary, NaBFID may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- The Bidder may also be asked to give presentation for the purpose of clarification and evaluation of the Bid.
- The Bidder must provide specific and factual replies to the points raised in the RFP.
- The Bid shall be typed or written and physically signed for physical submission by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. If a Bid is submitted in hard copy of the Bid should be provided in the envelope
- All the enclosures (Bid submission) shall be serially numbered and sequentially arranged.
- Bidder(s) should prepare and submit their Bids before the prescribed date and time to avoid any delay or problem during the Bid submission process. NaBFID shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of Bids.
- NaBFID reserves the right to reject Bids not conforming to the above.

### 10. DEADLINE FOR SUBMISSION OF BIDS:

- Bids must be submitted by the date and time mentioned in the “Schedule of Events”.
- In case NaBFID extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of NaBFID and Bidders will remain the same.
- Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and returned unopened to the Bidder.

### 11. MODIFICATION AND WITHDRAWAL OF BIDS:

- The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received by NaBFID via physical copy, prior to the deadline prescribed for submission of Bids.

- No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in appropriate action as per the terms of this RFP.

### **12. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN COMMERCIAL PRICE BID (APPENDIX-F):**

- a) Bid shall remain valid for a duration of 90 calendar days from last date of Bid submission or such last bid date as may be extended.
- b) Price quoted by the Bidder in the commercial price Bid shall remain valid for a duration of 90 calendar days from the date of opening of commercial price bid.
- c) In exceptional circumstances, NaBFID may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse or not respond to the request. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- d) Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### **13. BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the Contract without prejudice to other actions that NaBFID may take all the submissions, including any accompanying documents, will become property of NaBFID. The Bidders shall be deemed to license, and grant all rights to NaBFID, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

## 14. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for Commercial price Bid opening and further RFP evaluation process.
- ii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iii. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- iv. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- v. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity

## 15. EVALUATION METHODOLOGY

To establish the Bidder's competency and capabilities, the evaluation of the Bids will be done in three stages as mentioned below:

### Stage-1: Evaluation of Eligibility and Technical Criteria:

- At this stage, only Eligibility Bid evaluation would be considered.
- Commercial price Bids/proposals would not be opened at this stage. The evaluation at this stage will be carried out in 2 sub-stages:

#### Conformity to Eligibility Criteria:

- NaBFID would perform an initial review of the proposals and the proposals shall be scrutinized for the responsiveness as set out in the Eligibility Criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim. The Eligibility Criteria are listed out in **Appendix B**.

### **Evaluation of Technical Bids:**

- NaBFID may undertake written clarifications from the Bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the Bid documents.
- All bidders scoring more than 60 marks (in Technical Criteria) will be selected as the Technically Qualified Bidder. In case, less than three bidders get more than 60 marks, the top three bidders getting the maximum marks in Technical Capability will be selected as the Technically Qualified Bidder, subject to them getting at least 50 marks.
- The successful technically qualified bidders will be informed of the date of opening of the financial bid for appointment as Tax consultant. **The decision of NaBFID will be final in this regard.**

### **Stage 2: Evaluation of commercial price bid:**

- NaBFID will open the commercial price Bids of only eligible successful Bidders as per **Appendix – C**.
- The date for the opening of the commercial price Bid will be communicated separately to the eligible Bidders. Authorized representatives of Bidders may be present during opening of the Bids. However, Bids would be opened even in the absence of any or all the Bidder representatives. The Authorized representative of the firm present for the opening should have photo identification and shall sign in the register of attendance. The representative must submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm.
- The commercial bid will be evaluated by an In-house Committee constituted by NaBFID.

### **Stage-3: Computation of Weighted Score**

1. The Bank shall evaluate first the 'Eligibility Criteria' bids. Technical scores will be given based on the bid submission.
  - bidders scoring a minimum of 60 marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.
  - For final award of the assignment, a combined evaluation shall be done by applying a weightage of 80 and 20 for the technical and commercial scores respectively, according to the following formula for those found qualified in the technical bidding.

**Combined score of Bidder “x” will be computed as follows:**

**Combined score** = 80 % \* (Technical score of Bidder “x” / 100)

PLUS

20% \* (Commercial Bid of Qualified Bids / 100)

- maximum ceiling per annum mentioned in commercial bid shall be considered for commercial bid evaluation.
  - All marks will be rounding off up to 2 decimal places.
  - In case of a tie, preference will be given to the bidder having higher technical scoring.
2. The successful bidder will be the one who secures highest combined score. Shortlisted bidders will be ranked on the basis of the above combined score. The bidder securing highest combined score shall be recommended for award of the contract.
  3. The evaluation by the Bank will be undertaken by a committee of officials or/and representatives formed by the Bank and its decision will be final.
  4. All the documentary proofs are to be submitted along with the bid in this regard.
  5. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. NaBFID would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

### 16. CONTACTING NABFID:

- a) No Bidder shall contact NaBFID on any matter relating to its Bid, from the time of opening of commercial price Bid to the time, the Contract is awarded.
- b) Any effort by a Bidder to influence NaBFID in its decisions on Bid evaluation, Bid comparison, or contract award may result in the rejection of the Bid.

### 17. AWARD CRITERIA AND AWARD OF CONTRACT:

- a) The cost for consultancy services specified in **Appendix-F** should be quoted by the Bidder(s) in commercial price Bid.
- b) NaBFID will notify successful Bidder in writing by way of issuance of Purchase Order through letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to NaBFID within 7 working days,



duly accepted, stamped and signed by authorized signatory in token of acceptance.

- c) The successful Bidder will have to submit Non-disclosure Agreement, strictly as per the format given in **Appendix-G** respectively of this RFP together with acceptance of all terms and conditions of RFP.
- d) Copy of board resolution and power of attorney (POA or minutes of the partner's or authority letter wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, the Contract and NDA should be submitted.
- e) The successful Bidder shall be required to enter into a Contract with NaBFID within 21 days of acceptance of Purchase Order.
- f) Till execution of a formal contract, the RFP, along with NaBFID's notification of award by way of issuance of Purchase Order and Service Provider's acceptance thereof, would be binding contractual obligation between NaBFID and the successful Bidder.
- g) NaBFID reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- h) Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for annulment of the award.

### 18. POWERS TO VARY OR OMIT WORK:

- a) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Contract shall be made by the successful Bidder except as directed in writing by NaBFID. NaBFID shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the Contract, he shall notify NaBFID thereof in writing with reasons for holding such opinion and NaBFID (if required) shall instruct the successful Bidder to make such other modified variation without prejudice to the

Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If NaBFID confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the Total Contract Price as the case may be. *The determination as to increase or decrease in cost occasioned by any variation shall be done by NaBFID and any such determination shall be binding on the successful Bidder.*

- b) In any case in which the successful Bidder has received instructions from NaBFID as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidder, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- c) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in Total Contract Price, before the finally selected Bidder proceeds with the change.

### **19. WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

### **20. CONTRACT AMENDMENT:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, mutually agreed and signed by the parties.

### **21. NABFID'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

NaBFID reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Section 17 (Award Criteria and Award of Contract), without incurring any liability to

the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NaBFID's action.

Bank reserves the right to reject the proposals received in response to the RFP containing any deviation

### 22. RIGHT TO VERIFICATION:

NaBFID reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. The Bidder to extend all necessary assistance in this regard, failing which NaBFID reserves the right to reject the Bid.

### 23. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

### 24. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be initially executed and valid for the period of one (01) year(s) and upon satisfactory performance of the service provider the said agreement may be extended / renewed at the sole discretion of the Bank for a further period of two (01) years (s) on the same terms and conditions not exceeding three years in total. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

### 25. LIQUIDATED DAMAGES:

If Successful bidder fails to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, NABFID shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder.

**For calculation of LD:** LD for delay in the Service(s) rendered for delay beyond the scheduled date or part thereof will be a sum equivalent to 1% of the total payout per month. After attaining the maximum penalty of 3% of total project cost during implementation, NaBFID may consider termination of the contract or purchase order. The contract price for calculation of LD is TCO. The overall LD during

implementation will be to a maximum of 12 % of the total cost of the project. NaBFID reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the NaBFID to the company. Part of month will be treated as a month for this purpose. However, NaBFID may, at its discretion, waive the liquidated damages, in full or part, in case the delay cannot be attributed to the Successful Bidder. NaBFID will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. NaBFID may also withhold the amount to be recovered from the payment due from other projects held by the same bidder. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order. NaBFID reserves the right to condone the delay, if it is not attributable to the Successful bidder.

### 26. GENERAL INDEMNITY

Consultant agrees and hereby keeps the NaBFID indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the NaBFID may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or subcontractors (if allowed) of Consultant. Consultant agrees to make good the loss suffered by the NaBFID.

Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services.

Consultant shall indemnify the NaBFID against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Consultant or arises out of its failure to conform to good industry practice. Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

### 27. SERVICE LEVEL AGREEMENT & PERFORMANCE GUARANTEE:

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Once the Bid of the successful bidder is accepted by the NaBFID, the Bidder shall enter into a Service Level Agreement (SLA) with the NaBFID, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

Successful Bidder is also required to submit Performance Guarantee from a Scheduled Commercial Bank for a sum up to 10% of TCO. NaBFID at its sole discretion may consider waiving off the requirement of Performance Guarantee. Further, NaBFID may terminate the contract (fully / partially) as per the terms of RFP and may invoke the BG to recover any amount due to NaBFID.

### 28. LIMITATION OF LIABILITY:

The selected Bidder's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be at actual and limited to 10% to the annual contract value.

The selected Bidder's liability in case of claims against the bank resulting from its willful misconduct or gross negligence, or loss suffered by bank due to damage to real or tangible or intangible property by Service Provider, its employees or loss suffered by bank, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the consultant shall be actual.

Under no circumstances, the Bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages.

### 29. CONFIDENTIALITY:

- a) Confidentiality obligation shall be as per Non-disclosure Agreement placed as **Appendix-G** to this RFP.
- b) The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

- c) Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and besides being perpetual, includes:
  - i. All information marked or otherwise designated as confidential.
  - ii. Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
  - iii. Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank or other information or data whether such data is permanent or otherwise.
  - iv. Any other information which the parties specifically declared as confidential.
- d) The restriction imposed in this clause does not apply to any disclosure of information:
  - i. Which at the material time was in the public domain other than by breach of this clause;
  - or
  - ii. Which is required by law to be communicated to a person who is authorized by law to receive that information.

NaBFID reserves its right to recall all NaBFID's materials including confidential information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of NaBFID.

### 30. SERVICE PROVIDER'S OBLIGATIONS:

The bidders are expected to undertake the assignment only in areas of its expertise, and where it has capability to deliver efficient and effective advice / services to the bank. The successful bidder shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The consultant shall always act, in respect of any matter relating to the assignment or to the services, as a faithful adviser to NaBFID, and shall at all times support and safeguard NaBFID's legitimate interests in any dealings with third parties. The consultant's liability under the agreement will be determined by the Applicable Laws and the provisions hereof. The consultant shall, subject to the limitation to be specified in the agreement, be liable to the bank for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by it or improper discharge of contractual obligations or deviant conduct.

### 31. CONFLICT OF INTEREST:

- The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract.
- The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract. The consultants should provide professional, objective and impartial advice and at all times hold the bank's interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. It is clarified that the bidder shall not undertake any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the bank.
- Without limitation on the generality of the fore-goings, the selected bidder and any of their affiliates and member firms, shall be considered to have conflict of interest and shall not be engaged under any of the circumstances set forth below:
  - (i) Conflict among consulting assignments: Consultants (including their personnel) or any of their affiliates and members shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants to be executed for the same or /and any other employer.
  - (ii) Relationship with the staff: Consultants (including their personnel) that have a business or family relationship with a member of NaBFID's staff who are directly or indirectly involved in any part of (a) the preparation of the RFP or the contract or terms of reference or assignment, (b) the selection process for such assignment / contract, or (c) supervision of such contract; may not be awarded a contract, unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work because of resolution of conflict stemming from such relationship in a fair and reasonable manner throughout selection process and execution of the contract.
- The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the bank, or that may reasonably be perceived as having this effect. The bidders will disclose in their tender details of any circumstances, including personal, financial and business activity that will, or might, give rise to a conflict of interest if they are awarded contract pursuant to RFP.
- If tenderer identify any potential conflict, at any stage of their engagement, they should forthwith inform the bank and state how they intend/plan to avoid such conflicts.



- NaBFID reserves the right to reject any tender which, in NaBFID’s opinion, gives rise, or could potentially give rise to, a conflict of interest.

### 32. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, NaBFID shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- Bidders are obliged under this clause to suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of Contract. Failure to do so would amount to violation of this code of integrity.
- Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
  - “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a Contract;



- **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of NaBFID, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
  
- **“Obstructive practice”** means materially impede NaBFID’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding NaBFID’s rights of audit or access to information;
  
- **Debarment/Banning**  
Empanelment/participation of Bidders and their eligibility to participate in NaBFID’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in NaBFID’s procurement process shall be considered against delinquent Vendors/Bidders:
  
- **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the Service Providers may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Service Provider is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Service Provider is, however, not removed from the list of empaneled service providers, if any. Performance issues which may justify holiday listing of the Vendor are:

- ✓ Service Providers who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
  
- ✓ Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);

- ✓ Service Providers undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.
- **Debarment from participation including removal from empaneled list**

Debarment of a delinquent Service Provider (including their related entities) for a period (one to two years) from NaBFID’s procurements including removal from empanelment, wherever such Service Provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Service Provider from the list of empaneled Service Providers are:

  - ✓ If a Bidder is found by NaBFID to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any expression of interest/request for proposal issued by NaBFID during a period of 2 (two) years from the date of debarment.
  - ✓ Service Provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
  - ✓ If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
  - ✓ Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
  - ✓ Banning by Ministry/department or any other government agency;
  - ✓ Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful Bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
  - ✓ If the Central Bureau of Investigation/CVC/C&AG or Compliance/Vigilance Department of NaBFID or any other investigating agency recommends such a course in respect of a case under investigation;
  - ✓ Employs a government servant or NaBFID’s officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- ✓ Any other ground, based on which NaBFID considers, that continuation of Contract is not in public interest;
- ✓ If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.
- **Banning from NaBFID procurements**  
For serious transgression of code of integrity, a delinquent Service Provider (including their related entities) may be banned/debarred from participation in a procurement process of NaBFID for a period not exceeding three years commencing from the date of debarment.

### 33. TERMINATION FOR DEFAULT:

- i. NaBFID may, without prejudice to any other remedy for breach of Contract, written notice of not less than 30 (thirty) days, terminate the Contract in whole or in part:
  - a. Unnecessary or unwarranted delay in execution of the work allotted.
  - b. Breach of trust is noticed during any stage of the consultancy assignment. Violations of any terms and conditions stipulated in the RFP;
  - c. Services found to be unsatisfactory.
  - d. For any other valid reason

### 34. FORCE MAJEURE:

- ii. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- iii. For the purposes of this clause, 'Force Majeure' means extraordinary events or circumstances beyond human control such as an act of God (like a natural calamity) or events such as wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iv. If a Force Majeure situation arises, Consultant shall promptly notify NaBFID in writing of such condition and the cause thereof. Unless otherwise directed by NaBFID in writing, Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- v. If the Force Majeure situation continues beyond continuous period of 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Contract as a result of an event of Force Majeure. However, Consultant shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

### **35. TERMINATION FOR INSOLVENCY:**

NaBFID may, at any time, terminate the Contract by giving written notice to Consultant, if Consultant becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NaBFID.

### **36. TERMINATION FOR CONVENIENCE:**

- NaBFID, by written notice of not less than 90 (ninty) days, may terminate the Contract, in whole or in part, for its convenience.
- In the event of termination of the Contract for NaBFID’s convenience, Consultant shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

### **37. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (NABFID or Consultant), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole

arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by NaBFID or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- No conflict between Bidder and NaBFID will cause cessation of services. Only by mutual consent the services will be withdrawn.

**38. APPLICABLE LAW:**

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

**39. GOVERNING LANGUAGE:**

The governing language shall be English.

**40. TAXES AND DUTIES:**

- Consultant shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial price bid by Consultant shall include all such taxes in the quoted price.

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- Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix-F).
- Prices payable to Consultant as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in custom duty.
- Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial price Bid by the Bidder shall include all such taxes in the contract price.
- All expenses, stamp duty and other charges/ expenses in connection with the execution of the Contract as a result of this RFP process shall be borne by Consultant. The Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **41. TAX DEDUCTION AT SOURCE:**

Wherever the laws and regulations require deduction of such taxes at the source of payment, NaBFID shall effect such deductions from the payment due to Consultant. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by NaBFID as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Consultant from his responsibility to pay any tax that may be levied in India on income and profits made by Consultant in respect of this Contract.

Consultant's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **42. NOTICES:**

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Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

**Part-II**



**Appendix-A**  
**BID FORM (TECHNICAL BID)**

[On Bidder's letter head]  
(To be included in Technical Bid)

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

To:  
EVP Finance  
NaBFID,  
1503, 15<sup>th</sup> Floor 'A' Wing',  
The Capital, G-Block,  
Bandra-Kurla Complex, Bandra (East),  
Mumbai – 400051

Dear Sir,

**Ref: Appointment of Tax Consultant in NaBFID**

NaBFID /Accounts / RFP / 14 dated 06/03/2024

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by NaBFID and we hereby enclose our offer to provide our services as detailed in your above referred RFP. Having examined the RFP Document, we, the undersigned, offer our services to provide Consultancy for all tax related matters direct tax and Indirect tax to NaBFID in conformity with the requirements mentioned in said RFP documents. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial price Bid as a part of the Bid submission.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Commercial price Bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The commercial price Bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

|                               |                                     |               |
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- The rate quoted in the commercial price Bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by NaBFID, without any exception.
- ii. We have quoted for all the services mentioned in this RFP in our commercial price Bid.
- iii. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iv. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NaBFID, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- v. We undertake that we will not resort to canvassing with any official of NaBFID, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Bidder from further bidding process.
- vi. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, NaBFID will have right to disqualify us from the RFP without prejudice to any other rights available to NaBFID.
- vii. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by NaBFID.
- viii. We agree to abide by all the RFP terms and conditions, and the rates quoted therein for the orders awarded by NaBFID up to the period prescribed in the RFP, which shall remain binding upon us.
- ix. On acceptance of our technical Bid, we undertake to participate in the evaluation of commercial price Bid. In case of declaration as successful bidder on completion of the bidding process, we undertake to complete the formalities as specified in this RFP.
- x. Till execution of a formal contract, the RFP, along with NaBFID’s notification of award by way of issuance of Purchase Order and our acceptance thereof, would be binding contractual obligation on NaBFID and us.

- xi. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any service level agreement (SLA) pending to be signed with NaBFID for more than 6 months from the date of issue of Purchase Order.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by NaBFID to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the Contract.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, have been registered with competent authority. We certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. We understand that as per clause 7 of the RFP, Bids must be supported by EMD. Accordingly, we undertake that (a) we shall not withdraw or modify our Bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by NaBFID, we shall participate in the evaluation of commercial price bid; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with NaBFID. (e) In case we do not comply with any of the above points, NaBFID has the right to forfeit the EMD.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by NaBFID in the RFP document.

Dated this ..... day of ..... 2024

|                                      |                                     |                      |
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(Signature) \_\_\_\_\_

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company/firm.**

### Appendix-B

#### Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting Eligibility Criteria, the same would be rejected:

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                | Compliance (Yes / No) | Documents to be submitted                                                                                                     |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1      | Should be an organization / corporate / firm / LLP, inter-alia, engaged in providing services under direct and indirect tax laws.                                                                                                                   |                       | Charter document of the company, e.g.- certificate of incorporation / Registration certificate from ICAI.                     |
| 2      | The Bidder shall not have been, currently nor in the past, blacklisted by any government organization / State Govt. / PSU / Banks.                                                                                                                  |                       | Self-Declaration / An undertaking on letter- head to this effect is to be submitted by the bidder (As per <b>Appendix-I</b> ) |
| 3      | The Bidder should not have any litigation currently nor in the past, against the Bank in any court of law.                                                                                                                                          |                       | Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.          |
| 4      | The bidder should have:<br>a. Minimum 3 Full Time Partners (FTPs) / Directors associated with the organization for a period of at least three (3) years<br>b. Minimum 25 Professional staff with the firm on an ongoing basis for at least 3 years. |                       | Profile of firm indicating all such details                                                                                   |
| 5      | Bidders must possess experience in handling TDS / GST matters / providing tax consultancy services, to Banks / FIs in the last 5 years prior to the date of making application. Currently handling such assignments of at least 3 banks / Fis.      |                       | Profile of firm indicating all such details. Details to be given as per Para 5 of <b>Appendix-C</b> .                         |

|   |                                                                                                                |                                                                                    |
|---|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 6 | The Bidder's Firm should not be owned or controlled or have any interest of any Director or Employee of NaBFID | A self-declaration by the Bidder on Bidder's letter head as per <b>Appendix J.</b> |
|---|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of Eligibility Criteria, should be highlighted.

(Signature) \_\_\_\_\_

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company/firm.**

### Appendix-C

#### Technical Eligibility Criteria

| Sr. No. | Evaluation Parameters                                                                                                                                                                             | Criteria                                                                                                                                                                                                                                                                                             | Assigned Marks | Maximum Marks |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------|
| 1       | Applicant Establishment – No. of years of practicing in India as on 31.01.2024                                                                                                                    | <ul style="list-style-type: none"> <li>■ Minimum 10 years</li> <li>■ Each additional year of completion</li> </ul> <p><i>(Documentary evidence for commencement of business under existing firm name)</i></p>                                                                                        | 5<br>1         | 20            |
| 2       | Manpower and qualifications – No. of Qualified CA (Bidders will provide the grid of employees on its letter head, which will include the qualification, designation & no. of years of experience) | <ul style="list-style-type: none"> <li>■ Minimum 3 partners/directors for a period of at least three (3) years, as on 31.03.2024.</li> <li>■ Additional each partner / director</li> </ul>                                                                                                           | 5<br>1         | 10            |
|         |                                                                                                                                                                                                   | <p>Minimum 10 qualified / professional employees</p> <p>Each additional qualified / professional employee</p>                                                                                                                                                                                        | 5<br>1         | 10            |
| 3       | Experience as Direct & Indirect Tax Consultant of Banks/ FIs in the last 10 years prior to the date of making application.                                                                        | <ul style="list-style-type: none"> <li>■ Currently handling minimum such assignments of at least 3 Banks / FIs.</li> <li>■ Each additional such assignment (current / past) with Bank / Fis</li> </ul> <p><i>(Details on letterhead accompanied with letter/agreement evidencing engagement)</i></p> | 10<br>1        | 20            |
| 4       | Financial capability of the bidder                                                                                                                                                                | <ul style="list-style-type: none"> <li>■ Annual average turnover of minimum Rs 2 cr for last three FYs.</li> <li>■ Each additional crore of turnover.</li> </ul>                                                                                                                                     | 5<br>1         | 10            |

| Sr. No. | Evaluation Parameters                                          | Criteria                                                                                                   | Assigned Marks | Maximum Marks |
|---------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------|---------------|
| 5       | Presentation on the assignment to internal committee of NaBFID | Presentation to be made on approach to assignment including staffing, location and technical capabilities. |                | 30            |
|         | <b>Maximum technical score</b>                                 |                                                                                                            |                | <b>100</b>    |

### Parameter for selection of consultant

Self-evaluation in parameter 1 to 4 to be attached with RFP in the following format:

| Sr. No. | Criteria | Maximum Marks (Weightage) | Maximum Marks | Marks Obtained | Page No. for Supporting Documents in Bid papers |
|---------|----------|---------------------------|---------------|----------------|-------------------------------------------------|
|         |          |                           |               |                |                                                 |

### Technical Bid Evaluation

- The objective of technical evaluation and shortlisting of the Bidders is to facilitate the selection of the Tax Consultant that appropriately meet the requirements of NaBFID. All Bids shall be evaluated by an evaluation committee set up for this purpose by NaBFID. NaBFID will evaluate the technical offers of the Bidders complying with Eligibility Criteria mentioned in Appendix-B and the proposals meeting the said criteria will only be taken up for further technical evaluation.
- As part of the technical Bid, the Bidder shall have to submit all the specified documents/information covering all the clauses as per table for evaluation of technical bids.
- Bidder's technical submission should cover the following aspects:

| Sr. No. | Particulars                                                                                            | Details |
|---------|--------------------------------------------------------------------------------------------------------|---------|
| 1.      | Name of the bidder with registration /membership number from ICAI.                                     |         |
| 2.      | Year of establishment of the Consultant firm / Company and Registration thereof.                       |         |
| 3.      | Year of commencement of TDS/GST consulting assignments                                                 |         |
| 4.      | Contact details: (indicate contact person name, address, Telephone No., Fax No., e-mail address, etc.) |         |



|     |                                                                                                                                            |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|--|
| 5.  | PAN and GST registration No, (please attach documentary evidence)                                                                          |  |
| 6.  | Details of each partner / director including experience, qualification etc.                                                                |  |
| 7.  | Details of key employees/qualified assistants including their qualification and experience in executing such assignments                   |  |
| 8.  | Nature of overall experience and notable achievements / recognitions, if any, in taxation related consultancy field (including banks/FI's) |  |
| 9.  | Particulars of infrastructural facilities                                                                                                  |  |
| 10. | Any other related information, not mentioned above, which the firm wish to furnish.                                                        |  |

Note:

- Compliance with all the specifications mentioned above must be supported by relevant and verifiable documents. All such supporting documents must be submitted along with the technical Bid.

4. Details of current / past assignments on TDS/GST consultancy during last 5 years with Banks / Fis (Assignments with less than one year duration not to be mentioned)

**(i) TDS consultancy:**

| Sr. No. | Client Name | Handling |    | Work related to |        |
|---------|-------------|----------|----|-----------------|--------|
|         |             | From     | To | Taxation        | Others |
|         |             |          |    |                 |        |

**(ii) GST consultancy:**

| Sr. No. | Client Name | Handling |    | Work related to |        |
|---------|-------------|----------|----|-----------------|--------|
|         |             | From     | To | Taxation        | Others |
|         |             |          |    |                 |        |

(Signature) \_\_\_\_\_

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company/firm.**

**Appendix-D**

|                       |
|-----------------------|
| <b>Bidder Details</b> |
|-----------------------|

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                        | Details |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                               |         |
| 2.     | Date of Incorporation and/or commencement of business                                                                                                                              |         |
| 3.     | Certificate of incorporation                                                                                                                                                       |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                     |         |
| 5.     | Company website URL                                                                                                                                                                |         |
| 6.     | Company Pan Number                                                                                                                                                                 |         |
| 7.     | Company GSTIN Number                                                                                                                                                               |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>1.1. Name<br>1.2. Designation<br>1.3. Address<br>1.4. Phone Number (Landline)<br>1.5. Mobile Number<br>1.6. Email Address |         |

(Signature) \_\_\_\_\_

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company/firm.**

**Appendix-E**

**Scope of Work**

Description of the envisaged scope is enumerated as under. However, NaBFID at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions in accordance with the clause on power to vary and omit work.

**(A) TDS / TCS Compliances:**

- 1) The selected bidder should provide end to end support for TDS / TCS compliances which includes but is not limited to review of liability as determined by Bank, filing of returns to issuance of TDS / TCS certificates.
- 2) The selected bidder shall undertake following applicable TDS / TCS data validation, and applicable compliance aspects:
  - a) Counterparty (e.g.- vendor, employees) database management for TDS / TCS,
  - b) Monthly review of books of accounts pertaining to counterparty TDS / TCS compliances, including validating tax groups of deductee details, tax deduction, matching of challans, guidance on corresponding accounting entries (including tax liability, tax credits, tax refunds, etc.) and other relevant aspects.
  - c) TDS / TCS compliances pertaining to filing of all periodic (e.g.- transaction based, monthly, quarterly, semi- annual, annual as applicable) regulatory returns in a time bound manner.
  - d) TDS / TCS compliances pertaining to filing of rectified / revised returns as applicable including for prior period(s) if any.

- e) Computations / reconciliations / returns / submissions / representations / related filings / arising out of any amendments in the regulations and requiring such compliance.
- f) The selected bidder will assist in preparation of Tax Audit Report along with schedules and providing necessary opinion for satisfaction of Tax Auditor. Major tables of Tax Audit Report are to be prepared on quarterly basis. To also assist in maintenance / updation of TRACES / e-filing portal.
- g) TDS / TCS certificates to be generated for all deductees including Form 16 / 16A.
- h) Validation report of PAN verification, Lower deduction certificate verification, PAN-Aadhar linking status of the customers / vendors / employees / ex-employees / pensioners etc. from the portal / utility provided by Income Tax Department or any other regulatory / statutory authorities for compliance of various income tax provisions including section 206AB, 139AA, etc.

### **(B) GST Compliances:**

1. The selected bidder should provide end to end support for GST compliance which includes but is not limited to review of liability as determined by Bank, filing of returns, issuance of certificates etc.
2. The selected bidder shall undertake following applicable GST data validation, and applicable compliance aspects:
  - a) Counter-party (e.g.- vendor, third party) database management for GST / TDS ON GST
  - b) Monthly review of books of accounts pertaining to counter-party GST / TDS ON GST, including validating tax groups of deductee details, tax deduction, matching of challans, Analysis of Vendor Statement / Purchase Ledger and

bifurcation of entries into eligible ITC, Block Credit, Ineligible ITC, GST on Reverse Charge basis etc., Reconciliation of Vendor Statement / Purchase Ledger with GSTR 2A/2B, GST number Verification and identification of B2B supplies, Identification of Vendors who has not filed GSTR-1, and accordingly advise suitable corresponding accounting entries for closure of GST reconciliation (including tax liability, tax credits, tax refunds, etc.). GST Reconciliation (Outward Supply Reconciliation & Inward Supply Reconciliation) which includes inconsistencies in ITC claimed by Bank, vendor GST mismatch requiring for requisite adjustment and reconciliation.

- c) GST / TDS on GST compliance pertaining to filing of all periodic (e.g.- transaction based, monthly, quarterly, semi- annual, annual as applicable) regulatory returns in a time bound manner.
- d) GST / TDS on GST compliance pertaining to filing of rectified / revised returns as applicable including for prior period(s) if any.
- e) Computations / reconciliations / returns / submissions / representations / related filings arising out of any amendments in the regulations and requiring such compliance.
- f) Assist in Preparation of submission for GST Audit / filing of replies with GST authorities..
- g) The selected bidder will provide validation report of GST verification, Status of the customers / vendors etc. from the portal / utility provided the regulatory / statutory authorities for compliance including follow up with such customers / vendors for proper adjustment and reconciliation.

**(C) Professional Tax:** Advising on compliance with Professional Tax requirements.

**(D) Compliance Reports and MIS:**

- a) Monthly reports on compliance of TDS / GST, by the 4<sup>th</sup> day of the subsequent month, covering confirmation to the compliances and process requirements as enlisted above including any shortfall, mismatches, excess challan unutilized amount, respectively.
- b) Report on regulatory compliances implemented in the systems / processes Institution and guidance on matters arising out of same, including Tax mapping in accounting software, HRMS etc.
- c) Maintain detailed and proper records related to payments, return filing and correction/ revisions done in TDS/ TCS returns and provide to the company on quarterly basis.

**(E) Representations and filings:**

- a) Clear issues and defaults, if any, pending / arising under the Institution's PAN / TAN / GST.
- b) Assistance in maintaining Bank's profile on TRACES / E-filing / GST portals.
- c) Demand notices (TDS / TCS / GST etc.) raised by the authorities and get the matter closed by assisting in proper compliance and assist in filing of appeals before various levels of judiciary.

**(F)** The selected bidder has to assist in compliance with all the TDS / TCS / GST compliance requirements introduced by Income Tax Department / CBDT / GST authorities / any other statutory / regulatory body from time to time.

**(G)** The selected bidder should provide clarifications / guidance on issues related to matters on TDS / TCS / GST compliance.

### Appendix-F

#### **Commercial Price Bid**

The commercial price Bid needs to contain the information listed hereunder and needs to be submitted through GeM portal or the Consultant's letter head (to be submitted in sealed envelope)

Place .....  
Date .....

To:  
EVP Finance  
National Bank for Financing Infrastructure and Development (NaBFID),  
Accounts and Finance Dept.,  
1503, 15<sup>th</sup> Floor 'A' Wing',  
The Capital, G-Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai – 400051

Sir,

We the undersigned offer to provide our services for consultancy for Direct and Indirect tax to NaBFID in accordance with your RFP No: NaBFID /Accounts / RFP / 14 dated 06/03/2024 .

Our Commercial Offer is ₹\_\_\_\_\_ per quarter (amount in words and figures) plus GST thereon. The breakup is given below:

| Particulars                                              | Details to be filled in by the offerer                                    |
|----------------------------------------------------------|---------------------------------------------------------------------------|
| All work related to TDS/TCS and GST as per Scope of work | ₹..... per quarter plus applicable Taxes.<br>(Please write in words also) |

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations.

Yours faithfully,

(Name & designation, seal of the firm)

Note: Professional monthly fees as quoted above shall be valid for the entire contract period (i.e. one year contract period + 1 years extendable at the sole discretion of the Bank not exceeding three years in total) and there shall not be any cost escalation in the said professional monthly fee during the entire contract period.

**Appendix - G**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ between:

NaBFID constituted under the National Bank for Financing Infrastructure and Development Act, 2021 having its headquarters at Mumbai (Full address to be mentioned) through its \_\_\_\_\_ Department (hereinafter referred to as “NaBFID” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for NaBFID and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

1. **Confidential Information and Confidential Materials:**

- “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information



received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

### 2. Restrictions

- Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any sub-contractor (if allowed) then the Service Provider may disclose Confidential Information to such sub-contractor subject to such sub contractor giving NaBFID an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party’s Covered Person or sub-contractor shall also be constructed a breach of this Agreement by Receiving Party.

- Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- the statutory auditors of the either party and

- government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

### 3. **Rights and Remedies**

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - Suspension of access privileges
  - Change of personnel assigned to the job
  - Termination of contract
- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### 4. **Miscellaneous**

- All Confidential Information and Confidential Materials are and shall remain the sole property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

- Confidential Information made available is provided “As Is,” and Disclosing Party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of Disclosing Party.
- Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.
- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage.

This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

- Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

### 5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "Feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any Feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

**Appendix - H**

**Pre-Bid Query Format**

**(To provide strictly in Excel format)**

| Vendor Name | Sl. No | RFP No | Page | RFP Clause No. | Existing Clause | Query/Suggestions |
|-------------|--------|--------|------|----------------|-----------------|-------------------|
|             |        |        |      |                |                 |                   |
|             |        |        |      |                |                 |                   |
|             |        |        |      |                |                 |                   |
|             |        |        |      |                |                 |                   |

**Appendix – I**

**Declaration regarding Clean Track Record**

**Date**

**National Bank for Financing Infrastructure and Development (NaBFID)**

EVP Finance  
1503, 'A' Wing, 15<sup>th</sup> Floor,  
The Capital, G-Block,  
Bandra-Kurla Complex, Bandra (East),  
Mumbai – 400051

Dear Sir,

**Declaration Regarding Clean Track Record RfP No. 400/2021/1620/BYO/CAV**

I/we have carefully gone through the Terms & Conditions contained in the RFP No: NaBFID /Accounts / RFP / 14 dated 06/03/2024 regarding selection of the Tax Consultant in NaBFID. I/we hereby declare that our Firm/LLP has not been debarred/ black listed by any Public Sector Bank, PSU,RBI, IBA or any other Government / Semi Government organizations in India during last 05 years from the date of RFP. I/we declare that there is no disciplinary action initiated by ICAI against partner(s)/Firm during last 3 years. I/we further certify that I am/we are competent officer in my Firm/LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/us and that you are not bound to accept a bid you receive.

Thanking you,

**Yours sincerely,**

**Date:-**

**Place: -**

**Signature of Authorised Signatory**

**Name of the Authorised Signatory**

**Designation**

**Name of the Organisation**

**Seal**

|                                      |                                     |                      |
|--------------------------------------|-------------------------------------|----------------------|
| <b>Appointment of Tax Consultant</b> | RFP No. NaBFID /Accounts / RFP / 14 | <b>Page 55 of 57</b> |
|                                      | Issued on: dated 06/03/2024         |                      |

**Appendix – J**

**Date**

**National Bank for Financing Infrastructure and Development (NaBFID)**

EVP Finance  
1503, 'A' Wing, 15<sup>th</sup> Floor,  
The Capital, G-Block,  
Bandra-Kurla Complex, Bandra (East),  
Mumbai – 400051

Dear Sir,

**Declaration Regarding not related to NaBFID– Appointment of Tax Consultant**

I/we have carefully gone through the Terms & Conditions contained in the above tender.

I/We hereby declare that I/we has/have are not owned or not controlled by any director/officer/employee of NaBFID or their relatives.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us are true and correct and able to perform this contract as per RFP document.

Thanking you,

**Yours sincerely,**

**Date:-**

**Place: -**

**Signature of Authorised Signatory**

**Name of the Authorised Signatory**

**Designation**

**Name of the Organisation**

**Seal**



**Appendix – K****FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.) DURING  
LAST THREE YEARS)**

| <b>Sr.No</b> | <b>Financial<br/>year</b> | <b>Annual<br/>Turnover<br/>(in Rs.<br/>lakh)</b> | <b>Profit /<br/>Loss (in Rs.<br/>Lakh)</b> | <b>Net<br/>Worth<br/>(in Rs.<br/>Lakh)</b> | <b>Documents<br/>Enclosed as<br/>proof</b> |
|--------------|---------------------------|--------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
|              |                           |                                                  |                                            |                                            |                                            |
|              |                           |                                                  |                                            |                                            |                                            |
|              |                           |                                                  |                                            |                                            |                                            |

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA