

**GUJARAT INTERNATIONAL FINANCE TEC-CITY
COMPANY LIMITED (GIFTCL)**

RFP DOCUMENT



APRIL 2026

**APPOINTMENT OF
TAX CONSULTANCY
FIRM FOR
ASSISTING AND
PROVIDING
SERVICES IN TAX
MATTERS (BOTH
DIRECT AND
INDIRECT TAX)**

**GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY
LIMITED**

**RFP/ BID DOCUMENT FOR
“APPOINTMENT OF TAX CONSULTANCY FIRM FOR
ASSISTING AND PROVIDING SERVICES IN TAX MATTERS
(BOTH DIRECT AND INDIRECT TAX)”**

RFP REFERENCE NO. GIFT/F&A/CS/2026/01

APRIL 2026



GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED

EPS Building No. 49A, Block No.49,
Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

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Gujarat International Finance Tec-City Company Limited

ABSTRACT

NAME OF THE ASSIGNMENT	Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)
ESTIMATED COST	Rs. 23,50,000/- (Excluding GST)
DOWNLOADING OF RFP DOCUMENTS	From: 22/04/2026 To :05/05/2026 upto 12:00hrs
PREBID MEETING	:28/04/2026 at 15.00 hrs
LAST DATE AND TIME FOR ONLINE SUBMISSION OF FINANCIAL BIDS	:06/05/2026 on or before 15.00 hrs
LAST DATE AND TIME FOR PHYSICAL SUBMISSION OF TENDER FEE & BID SECURITY (HARD COPIES)	:07/05/2026 on or before 15:00 hrs
OPENING OF TECHNICAL BIDS	:07/05/2026 at 15.30 hrs
OPENING OF FINANCIAL BIDS	Date and time will be informed later on
PRESENTAION TIMINGS	Date and time will be informed later on
PLACE OF PRE-BID MEETING, PHYSICAL SUBMISSION OF TENDER FEE & BID SECURITY (HARD COPIES) AND OPENING OF BIDS	At: Office of the Sr. Vice President (P&C) Gujarat International Finance Tec-City Company Limited GIFT House, Block-12, Road 1-D, Zone-I, GIFT City, Gandhinagar Gujarat, Pin-382050
AMOUNT OF TENDER FEE	Rs.2000/- (Rupees Two Thousand Only) payable in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of " Gujarat International Finance Tec-City Company Limited ", payable at Ahmedabad.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

	Note: Exempted for MSE category, subject to furnishing of relevant valid certificate along with self-declaration letter for claiming exemption.
BID VALIDITY	180 days from last date of online submission of Bid
ENGAGEMENT PERIOD OF CONSULTANT FOR ASSIGNMENT	01 (One) Year from the date of issuance of Notice to Proceed or as mentioned therein. Contract period maybe extended for further 01 (One) year of mutual agreed terms.
BID SECURITY DEPOSIT	Rs.50,000/- (Rupees Fifty Thousand Only) payable in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of " Gujarat International Finance Tec-City Company Limited ", payable at Ahmedabad or in the form of Bank guarantee as specified in section 1 Instructions to Bidders. Note: Exempted for MSE category, subject to furnishing of relevant valid certificate along with self-declaration letter for claiming exemption.
SUBMISSION OF TENDER FEE, BID SECURITY, TECHNICAL BID AND SUPPORTING DOCUMENTS	Scan copy of instruments evidencing the payment of tender fee and bid security shall be submitted by uploading through online. Further, the original instruments for the payment of tender fee and bid security shall be submitted along with the hard copy of the bid documents. Technical Bid, containing all bid documents of [Volume-1 (Section 1 to 5 & Section 7, 8 & 9)] including technical forms and supporting documents shall be submitted in online form, before the last date of submission of bid.
SUBMISSION OF FINANCIAL BID	The Financial Bid [Volume-2 (Section 6) of the Bid document] shall be submitted in electronic format on the website https://tender.nprocure.com before the last date and time of online submission of financial bid. Financial Bid will not be accepted in physical form.



Note:

1. The bidder is required to quote his rate only in the Financial Proposals of the RFP/ Bid documents.
2. While preparing its bid, the Bidder shall take into consideration the entire RFP/ Bid document including "Instructions to Bidders - Section 1", "General Conditions of Contract - Section 2", "Special Conditions of Contract- Section 3" and "Terms of Reference - Section 4" forming part of the RFP/ Bid document.



INVITATION FOR BID (IFB)

Gujarat International Finance Tec-City Company Limited (GIFTCL) referred to as “Client/GIFTCL” invites bid from reputed Consultants to carry out, perform and complete the assignment of “**Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)**”.

The selection of the Consultant will be on Quality and Cost Based Selection (QCBS) method and the Financial & Technical eligibility criteria described in the RFP.

The website address for E-Tender is <https://tender.nprocure.com>.

Bid document may be downloaded online from website at <https://tender.nprocure.com> by interested bidders during the dates of online downloading of bidding documents and Bids will be submitted on or before the last date and time for submission of bids as mentioned in the Abstract of the bid document.

Bidders have to submit Financial Bid [Volume-2 (Section 6)] in electronic format only on <https://tender.nprocure.com> website on or before the last date & time for online submission. Financial Bid in physical form shall not be accepted in any case.

The Bidder should submit the Technical Bid including Tender Fee, Bid Security, Bid & related documents etc. [Volume-1 (Section 1 to 5,7,8 & 9)] in online form on E-tendering portal only within stipulated date and time mentioned in Abstract. However, bidder must submit original Tender fee and Bid security at GIFTCL office.

Bids shall not be received, entertained, accepted after the stipulated date and time.

The interested bidders, who wish to participate in E-tendering, will have to be registered on <https://tender.nprocure.com> and will have a valid Digital Certificate as per Information Technology Act, 2000, using which they can sign, submit their bids electronically. The Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. However, the bidders who are not having a valid Digital Certificate can procure the same from M/s. (n) Code Solution, GNFC, Ahmedabad, who is a licensed certifying authority by Government of India.

In case bidder needs any clarification or if any training is required for participating in E-tendering or if there any problem regarding downloading, viewing or online

submission of bid/ tender, the bidders can contact M/s. (n) Code Solution on following addressed, before last date of online submission of bid:-

M/s. (n) Code Solution, A division of G.N.F.C. Ltd.,
301, G.N.F.C. Infor Tower, Bodakdev, S.G. Road,
Ahmedabad, Gujarat – 380 054 (India),
Phone No.079-40007501, 40007512, 40007516, 40007517,
Fax 079-26857321
Email: nprocure@gnvfc.net

GENERAL INSTRUCTIONS

- (a) The Tender Fee will not be refunded under any circumstances.
- (b) Bid Security in the form as specified in bid document only shall be accepted.
- (c) The Bid shall be valid for 180 days from the last date of submission of bid.
- (d) Bids without Tender Fee, Bid Security/Bid security exemption and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation.
- (e) Not more than one Bid shall be submitted by a Bidder.
- (f) Conditional Bid shall not be accepted.
- (g) GIFTCL reserves the right to accept the lowest responsive bid, based on evaluation of package and reject any or all bids/ tenders without assigning any reason.
- (h) The bidders are advised to read carefully the instructions and eligibility criteria contained in the bid/ tender document.

Bid Inviting Authority:

Sr. Vice President (Procurement & Contracts)

Gujarat International Finance Tec-City Company Limited (GIFTCL).

EPS Building No. 49A, Block No.49,

Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

Tel No: 91 79 61708300, Email: contract@giftgujarat.in

TABLE OF CONTENTS

CONTENTS	
Sr. No.	Item Description
	Notice for Invitation
Section 1	Instructions to bidders
Section 2	General Conditions of Contract
Section 3	Special Conditions of Contract
Section 4	Scope of Work / Term of References (TOR)
Section 5	Technical Proposal- Sample forms
Section 6	Financial Proposal
Section 7	Sample Forms - Bid Security, Qualification Information, Sample Forms of Performance Guarantee (Unconditional) and Power of Attorney
Section 8	Sample Forms - Letter of Appointment and Agreement



SECTION 1- INSTRUCTIONS TO BIDDER

1.1 Introduction

- 1.1.1 “Gujarat International Finance Tec-City Company Limited” (“GIFTCL”) is developing a Global Financial Services Hub, being a Central Finance and Business District, known as GIFT City, on around 886 Acres of land situated and lying at Taluka and District Gandhinagar, Gujarat.
- 1.1.2 GIFT City is planned to be implemented over a period of 10 to 12 years. The planned infrastructure is being implemented in phases, preceding the built-up area development in respective stage. In each stage the development would comprise of buildings to be constructed in the Multi-Services Special Economical Zone (SEZ), and Domestic Tariff Area (DTA) spread in the GIFT City Area. The DTA and SEZ area of GIFT City is being developed by GIFTCL.
- 1.1.3 Gujarat International Finance Tec-City Co. Ltd. (GIFTCL) referred to as “Client” is inviting the proposals to carry out, perform and complete the assignment of “**Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)**”, in accordance with the scope of work/TOR mentioned in Section 4 (Terms of Reference) in this RFP document (“Assignment”).
- 1.1.4 The Bidders are invited to submit their Technical Bid in physical form as per the formats given in Section 5 and a Financial Bid, in electronic form, as per the formats given in Section 6 for providing the services required for the Assignment.
- 1.1.5 The Bidders shall submit the Financial Bid, as per the formats given in Section 6, in electronic format only on **www.tender.nprocure.com** website, on or before the last date & time for online submission. Financial Bid in physical form shall not be accepted in any case.
- 1.1.6 The Bidders shall submit the Technical Bid, as per the formats given in Section 5, in physical form, along with original Tender Fee and Bid Security, in separate sealed envelopes.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.1.7 The selection of the Consultant will be on Quality and Cost Based Selection (QCBS) method and the Financial & Technical eligibility criteria described in the RFP.
- 1.1.8 The evaluation of Technical and Financial Bids will be the basis for selection of the Consultant/Agency to carry out, perform and complete the Assignment. Preferred Bidder (i.e. the Consultant) may be issued the Letter of Appointment (LOA) for execution of the Contract (hereinafter referred to as the “Consultancy Agreement”)
- 1.1.9 The Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, the Bidders should visit the site before submitting their Bid/ Proposal.
- 1.1.10 The bidders shall bear all costs associated with the preparation and submission of their Proposals.
- 1.1.11 GIFTCL is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award without citing any reason, thereby incurring any liability to the Bidders.
- 1.1.12 This document is provided solely for the purpose of enabling the Bidders to submit their proposal to GIFTCL.
- 1.1.13 The Consultant/Agency is required to carry out, perform and complete the Assignment mentioned in Scope of Work /TOR in this RFP documents (hereinafter referred to as the “**Assignment**”). The engagement period of Consultant for completion of Assignment is **01 (One) Year** from the date of issuance of Notice to Proceed or as mentioned therein. Contract period maybe extended for further 01 (One) year of mutual agreed terms.
- 1.1.14 Bids/ proposals not covering the entire scope shall be treated as incomplete and hence are liable to be rejected.
- 1.1.15 Throughout these bidding documents, the terms “bid”, “tender” and “proposal and their derivatives (bidder/tenderer, bidding/tendering, bidding documents/tender documents, etc.) are synonymous, and “day” means calendar day.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.1.16 Bidders shall provide evidence of their eligibility to the satisfaction of the Client.

1.2 ELIGIBILITY FOR SUBMISSION OF BIDS

1.2.1 This RFP invites participation from renowned national and/or international tax consultant firms with a proven track record.

1.2.2 Bidder may be a national or international company, partnership firm, limited liability partnership (LLP) validly incorporated and/or existing under the laws of India and is competent to Contract.

1.2.3 International and Domestic firms shall have a local office in Ahmedabad/Gandhinagar, Gujarat. If the International/Domestic firm not having office in Ahmedabad/Gandhinagar, Gujarat, India and selected as preferred bidder, they need to establish office in Ahmedabad/Gandhinagar, Gujarat, India within one (01) month of the contract award.

1.2.4 Bidders shall provide evidence of their eligibility to the satisfaction of the Client.

1.2.5 Consortium/JV is not allowed for this RFP.

1.2.6 Self-attested true copies of documentary evidence with regard to registration, commencement of business and also the Memorandum and Articles of Association or any other documentary evidence shall be submitted along with the submission of RFP.

1.2.7 GIFTCL reserves the right to verify the above details from the respective authorities. Any business entity which has been barred by Government of Gujarat, Government of India or any other State Governments or any of their agencies, from participating in similar Assignment and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal.

1.2.8 The Bidder would have to submit their GST registration along with Technical bid, in absence of which their bid will be treated non responsive.

1.2.9 The entities or its associates/affiliates directly or indirectly engaged by the Client, for any services which relate to the Assignment under this RFP or any part thereof, are not allowed for submission of bid/ proposal.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.2.10 To get qualified for being considered for the Contract, the Bidders shall provide evidence, satisfactory to the Client, of their capability and adequacy of resources to carry out and execute the Contract effectively.

1.2.11 Technical Qualification of the Parent Company of participating bidder (validly incorporated/registered in India) may be evaluated.

1.2.12 To get qualified for being considered for award of the Contract, bidders shall provide evidence, satisfactory to the Client, of their capability and adequacy of resources to carry out, perform and complete the assignment effectively. All bidders shall include the following information and documents with their bids:

1.2.12.1 Bidders should meet the following minimum qualification cum eligibility criteria on a pass or fail basis:

A. Financial Eligibility Criteria

Bidder should have

- I. Achieved in 3 (three) financial years immediately preceding from the date of Bid Notification, average annual financial turnover not less than **Rs. 1 Crore** (from similar type of consultancy service income.) (Refer Tech-9 in Section 5)
- II. **Net worth (NW)** should be positive in financial year ending on 31st March 2025. Net worth (NW) = Share Capital + Reserves and Surplus – Miscellaneous Expenditure – Revaluation Reserves, if any (as derived from audited balance sheets) (Refer **Tech 7 in Section 5**)

B. Technical Experience :

The bidder should meet following minimum qualification criteria:

- The Bidder in last 05 (Five) year (up to the date of Bid Notification) should have successfully completed at least two (02) similar assignment from PSBs/Govt. FIs/PSUs/MNC and other Government Organizations in India. (Bidder to submit relevant Work order and Work completion certificate).
- Bidder should have Valid Registration certificate from ICAI.
- Bidder should have office in Ahmedabad/Gandhinagar.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

C. Technical Proposal Evaluation:

The quality criteria of Bidder are of significant importance to the Client. So, the technical capabilities and past experience of the bidder is more important for this Assignment. Therefore, the bidder will be selected based on combined Quality-cum-Cost-Based-Selection (QCBS) in the ratio of 60% (Technical) and 40% (Financial).

Financial proposals of agencies that have scored less than 70 marks in the technical evaluation shall not be opened. The technical proposal shall be evaluated on a maximum of 100 marks.

The weightage for each criterion would be as follows:

Sr. No.	Evaluation Parameter	Evaluation Criteria	Maximum Marks 100
A	Presentation		
		<p>Technical Presentation should cover only the following (company profile etc. not required).</p> <ol style="list-style-type: none"> 1) Understanding of Requirements: Demonstrated comprehension of the organization's specific tax issues (Direct/Indirect) – 40 Marks 2) Methodology and Approach: The proposed plan to handle tax compliance, advisory services, and representation before authorities- 15 Marks 3) Action Plan for Tax Issues: Specific strategies for handling outstanding demands, rectification, or pending assessments.- 15 Marks 4) Team Composition: Qualifications, experience, and expertise of the partners and staff proposed for the engagement.- 15 Marks 5) Experts : Minimum 7 full-time qualified CAs as Employees out of which at least 3 (Three) should have at least 5 years' experience in the field of taxation - 10 Marks Minimum 5 full-time qualified CAs as Employees out of which at least 2 (Two) should have at least 5 years' experience in the field of taxation - 5 Marks 	
		TOTAL TECHNICAL SCORE	100



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.2.13 The Bidders should additionally submit the following details in their Bid:

- a) copies of original documents defining the constitution or legal status, place of registration and principal place of business; written Power of Attorney authorizing the signatory of the bid to commit and bind the Bidder (Refer Format 1 in Section 7);
- b) details of financial data giving annual turnover including profit and loss statements, balance sheets, auditor's reports as per requirement mentioned in Financial Eligibility Criteria (Refer Tech-11 in Section 5);
- c) A letter of authority to seek references from the bidders' bankers and previous / existing Employer's (Refer Tech 10 in Section 5);
- d) Abstract of Eligible Assignments of the Bidder having experience on similar scope of works (Refer Tech-4 & Tech-5 in Section 5);
- e) Proposed Approach, Methodology and Work Plan in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time referred to in Sub-clause 1.2 above (Refer Tech -3 in Section 5);
- f) an Organization Chart of administration and execution of the contract showing the particulars of key personnel (Refer Tech -2 in Section 5);
- g) Experience in handling Similar Projects to be supported by PO Copies, Completion and Performance Certificates from clients.
- h) The Bidder should have valid P.F, labour, PAN/TAN number, GST Registration Number. The copies of certificate should be enclosed with the application.

1.2.14 Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have;

- a) made misleading or false representations in the forms, statements and attachments submitted by them which comes to the knowledge of Client; and/ or;



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, financial failures, etc.

1.3 ONE BID PER BIDDER

- 1.3.1 Bidder should be allowed to submit only one proposal. If Bidder submits or participates in more than one proposal, such proposals shall be disqualified. A bidder including its subsidiary or associate who submits or participates in more than one bid for the Assignment will be disqualified.

1.4 COST OF BIDDING

- 1.4.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.5 SITE VISIT

- 1.5.1 The Bidders should familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the assignment and local conditions.
- 1.5.2 The bidder and any of his personnel or agents will be granted permission by the Client to enter upon his premises and lands for the purpose of any information and clarifications if required for fulfillment of the assignment, but only upon the express condition that the bidder, his personnel and agents, will release and indemnify the Client and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury to any person, loss of or damage to property and any other loss, damage, costs and expenses incurred by the Client as a result of the inspection.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.5.3 Project Inspections and Site Visit

It is desirable that each Bidder submits the Proposal after visiting the Project Site and ascertaining themselves, the location, surroundings or any other matter considered relevant by them.

It would be deemed that by submitting the Proposal, the Bidder has made a complete and careful examination of the RFP document, and received all relevant information requested from GIFTCL.

- 1.5.4 GIFTCL shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

1.6 CONTENTS OF BIDDING DOCUMENTS

The bidding documents are those stated below and should be read in conjunction with any Addendum issued:

Volume -1

Abstract of Bid

Invitation for Bids

- 1. Section 1 (Instruction to Bidders);**
- 2. Section 2 (General Conditions of Contract);**
- 3. Section 3 (Special Conditions of Contract);**
- 4. Section 4 (Scope Of Work/Terms of Reference/ Data Sheet);**
- 5. Section 5 (Technical proposal);**
- 6. Section 7 (Sample Form: Bid Security, Qualification Information, Statement of Legal Capacity, Sample Form of Performance Guarantee (IRREVOCABLE & UNCONDITIONAL), Power of Attorney; and**
- 7. Section 8 (Sample Form: Letter of Appointment and Consultancy Agreement);**
- 8. Section 9 (Drawings)**

Volume-2



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

9. Section 6, Financial Proposal

- 1.6.1 The bidding documents including Addendum, if any, will be available for downloading from GIFTCL's website <https://tender.nprocure.com>. The printed hard copy of the bid documents shall not be issued.
- 1.6.2 Only one bid is to be submitted by interested bidder.
- 1.6.3 The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own responsibility.
- 1.6.4 Pursuant to Clause 1.24 of Section 1, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 1.6.5 Conditional Bid will be out right rejected. No condition shall be included in Bid/ Tender to be submitted by the bidders.
- 1.6.6 In the event of any conflict or discrepancy within the bidding documents the order of precedence will be determined as follows :
 - a. In case of any inconsistency, the provisions of Section 3 (Special Conditions of Contract) shall take precedence and prevail over the provisions of Section 2 (General Conditions of Contract).

1.7 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 1.7.1 A bidder requiring any clarification of the bidding documents may so notify the Client in writing at the Client's address indicated in the Invitation for Bids and on **email: contract@giftgujarat.in**. The Client will respond to the relevant points in the pre-bid meeting, to any request for clarification which is received earlier than 2 (two) days prior to the date of pre-bid meeting. The response or clarification to the bid documents will be uploaded at the GIFTCL's website <https://tender.nprocure.com>.

1.8 AMENDMENT OF BIDDING DOCUMENTS

- 1.8.1 At any time prior to the last date for submission of bids, the Client may, for any reason, whether at his own initiative or in response to clarifications sought by bidder(s), modify the bidding documents by issuing addendum. Any addendum thus issued shall be part of the bidding documents.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.8.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub Clause 1.7 of Section 1 and shall be uploaded on the GIFTCL's website <https://tender.nprocure.com>, not later than 7 days prior to the last date of online submission of bid.

1.8.3 To allow the Bidders, a reasonable time to take an addendum into account in preparing their bids, the Client may extend the stipulated deadline as necessary for submission of bids.

1.9 LANGUAGE OF BID

1.9.1 The bid and all correspondence and documents related to the bid exchanged by the bidder and the Client shall be written in the ENGLISH language only.

1.10 DOCUMENTS COMPRISING TECHNICAL BID TO BE SUBMITTED IN ELECTRONIC FORMAT AND TENDER FEE AND BID SECURITY/ BID SECURITY EXEMPTION FORM TO BE SUBMITTED IN PHYSICAL FORM

1.10.1 The document comprising Tender Fee, Bid Security/ Bid Security Exemption Form to be submitted by bidder in physical form.

1.10.2 The documents comprising the Technical Bid to be submitted by the bidder in electronic form shall comprise the following:

- Bidding documents (Volume-1) and Addendum, if any;
- Bid form and Appendix to Bid;
- Tender Fee;
- Bid Security/ Bid Security Declaration Form;
- A detailed note outlining the bidder's proposed work method and schedule, manpower to be deployed and also other resources required to be completed and submitted by bidders in accordance with the Instructions to Bidders.

1.10.3 The Abstract of Bid and the documents listed under Section 5 and Section-7 shall be filled in without any change or exception, in the same format and subject to the provisions of Sub Clause 1.14 herein regarding the alternative forms of Bid Security.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.10.4 Conditional Bid: Client discourages stipulation of any conditions by the Bidders, as bidders are expected to accept the various provisions and conditions stipulated in the Bid documents. Conditional Bids will not be accepted. The Bidder has to submit the Bid without any pre condition or footnotes etc. If such conditions are stipulated their bid will be treated as “Non Responsive”. Any conditions of the bid documents that are required to be clarified have to be raised by Bidder before 2 (days) of pre-bid meeting.
- 1.10.5 The bidder should sign & stamp all the pages of the bid documents (Volume-1) and submit in physical form.

1.11 FINANCIAL BID (BILL OF QUANTITIES) TO BE SUBMITTED IN ELECTRONIC FORM ONLY

- 1.11.1 The Bidders have to submit Financial Bid [Volume-2 (Section 6)] in electronic format only on <https://tender.nprocure.com> website, on or before the last date & time for online submission. Financial Bid in physical form shall not be accepted in any case.
- 1.11.2 The Prices and rates, etc. quoted by the Bidders in the Financial Bid shall be **exclusive of GST**, which will be paid by GIFTCL separately. All other taxes, duties, charges, levies, cess and all other cost, charges and expenses including travelling, out-of-pocket expenses and/or any other expenses of whatsoever nature, to carry out, perform and complete the Assignment shall be included in the Contract Price.
- 1.11.3 ~~An amount equivalent to 5 % of the invoice value at each milestones/ stage, will be deducted from each invoice payment towards retention money for due and faithful performance of the Contract. The retention money, retained by the Client, will be released after successful completion of the Assignment and compliance of all the obligations of the bidder as per the terms of this Contract and RFP.~~
- 1.11.4 No mobilization advance shall be paid to the consultant.
- 1.11.5 Quoted prices and rates shall be deemed to include everything necessary to satisfactorily carry out, perform and complete the Assignment as per ToR/Scope of Work.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.11.6 The bidders shall fill the lumpsum Consultancy Fee or rates and prices for all items described in the Bill of Quantities (Financial Bid) in electronic format only. Items against which no rate or price is entered by the bidder shall be deemed covered by other items in the Bill of Quantities.
- 1.11.7 The Consultancy Fee or Prices and rates shall be firm and shall not be subject to any price variation.
- 1.11.8 The Client will evaluate and compare only the bids determined to be responsive in accordance with Clause 1.26.
- 1.11.9 The bidders shall have to give detailed rate justification of the Consultancy Fee or rate and prices as may be required by the Client as a part of the evaluation process, if so desired by the Client.

1.12 CURRENCIES OF BID AND PAYMENT

- 1.12.1 The Consultancy Fee or rate and prices shall be quoted by the bidder in Indian Rupees only. Valuation of work, billing and payments will also be in Indian Rupees.

1.13 BID VALIDITY

- 1.13.1 The Bid to be submitted by the Bidders should be firm and valid for a period of 180 (One Hundred Eighty) days from the last date of submission of the Bid. For schedule of bidding process, please refer the Abstract.
- 1.13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Client may request the Bidder in writing, to extend the period of validity for a specified additional period.

1.14 BID SECURITY

- 1.14.1 The Bid Security for Assignment shall be **Rs.50,000/- (Rupees Fifty Thousand Only)** payable on properly executed irrevocable and unconditional Bank Guarantee in the approved format as enclosed herewith (refer Section 7) from any Scheduled Commercial Bank located in India and shall be valid for 225 days after stipulated last date of online bid submission or in form of Demand Draft / Banker's cheque / Pay Order payable at



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Ahmedabad in favour of “**Gujarat International Finance Tec- City Company Limited**”.

1.14.2 A non refundable Tender Fee of **Rs.2000/- (Rupees Two Thousand Only)** is payable in the form of Demand Draft / Banker’s cheque / Pay Order drawn in favour of “**Gujarat International Finance Tec- City Company Limited**”, payable at Ahmedabad

Micro and Small Enterprises (MSEs) are defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted for submission of Tender Fee and Bid Security/ Earnest Money Deposit, subject to furnishing of relevant valid latest certificate along with self-declaration letter for claiming exemption. The bidder needs to submit the form prescribed in Section-5.

1.14.3 Any bid/ proposal not accompanied by an acceptable Bid Security and Tender Fee shall not be opened.

1.14.4 The Bid Security of the unsuccessful bidder except the second lowest bidder shall be returned without interest as promptly as possible, but not later than 45 (forty five) days after the expiration of the period of bid validity.

1.14.5 The Bid Security of the successful Bidder will be returned when the preferred/ successful bidder has signed the Agreement.

1.14.6 The Bid Security of the Second lowest bidder that had been retained would be returned after three months from the execution of the Consultancy Agreement with the Preferred Bidder.

1.14.7 In exceptional circumstances, prior to expiry of the original Bid Security validity period, the GIFTCL may ask to the Bidder to extend the period of Bid Security validity for a specified additional period.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.14.8 The Bid Security shall be forfeited :

- a) If a Bidder submits a non-responsive Bid;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- c) If the Bidder withdraws his bid during the period of bid validity; or
- d) if the Bidder does not accept the correction of his bid price; or;
- e) in the case of successful Bidder, if it fails to submit the requisite PBG and Insurance etc. and sign the Agreement, within the time limit specified in the Letter of Appointment (LOA) or within any extended timeline for submission.

1.15 PRE-BID MEETING

1.15.1 The bidders who wish to submit the Bid Documents may participate in the Pre-Bid Meeting. The bidder or his authorized representative may attend a pre-bid meeting which will take place on the stipulated date and time in the office of:

**Gujarat International Finance Tec- City Company Limited
(GIFTCL)**

GIFT House, Block-12, Road 1-D,

Zone-I, GIFT City, Gandhinagar Gujarat, Pin-382050

1.15.2 The purpose of the meeting will be to clarify issues and to answer questions which have been submitted in writing.

1.15.3 The bidder shall submit any questions in writing to reach the Client not later than 2 (two) days before the pre-bid meeting **on email id: contract@giftgujarat.in**. The bidders shall bear all expenses incurred by them for attending the pre-bid meeting.

1.15.4 Minutes of the meeting, including the text of the questions raised and the response given will be transmitted to all Bidders. Any modifications of the bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Client exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting. The Addendum so issued will form a part of the bidding documents.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.15.5 Bidders are advised to attend the pre-bid meeting to have common understanding of the issues that may be raised by the bidders. However, nonattendance at the pre-bid meeting will not be a cause for disqualification of the bidder.

1.16 FORMAT AND SIGNING OF BID

1.16.1 The bidder shall prepare and submit copy of the bid documents (Volume-1) duly signed as described in Clause 1.10 of these Instructions to Bidders on e-tender portal only.

1.16.2 The original and copy of the bid shall be typed or written in indelible ink (in the case of copy, Photostats are also acceptable) and shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of both the copies of the bid and bid drawings shall be signed by the person signing the bid.

1.16.3 The bid shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Client or as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person signing the bid.

1.16.4 Bid document means the Bid Documents uploaded by the Client on website <https://tender.nprocure.com>.

1.17 SUBMISSION OF BIDS

1.17.1 The Financial Bid submitted by an individual/ proprietor, the same shall be digitally signed by the said individual/ proprietor. The Financial Bid submitted by a partnership firm/ company/ corporation, the same shall be digitally signed by the partner or authorized signatory holding Power of Attorney/ Board resolution, as the case may be.

1.17.2 Each bidder shall submit only one bid. A bidder, who submits and/ or participates in more than one bid, will be disqualified.

1.17.3 A Bidder shall submit the Financial Bid in electronic form and the Technical bid documents on e-tendering portal and Bid Security & Tender Fee in the physical form, in the manner as prescribed in this bidding documents.

1.17.4 A Bidder shall submit the Tender Fee and Bid Security/ Bid Security Exemption Form in sealed envelope



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.17.4 Submission of Bid:

- 1.17.4.1 The bidder should submit the Financial Bid as well as Technical bid in electronic format only on the website <https://tender.nprocure.com> on or before the last date of online bid submission, as mentioned in the Abstract.
- 1.17.4.2 The Financial Bid received in physical form, will not be accepted.
- 1.17.4.3 The Client at its sole discretion can extend the last date for online submission of bids by amending the bidding document in which case all rights and obligations of the Client and bidder will thereafter be subject to the date as extended.
- 1.17.4.4 Bidders will have to submit the Bid security and tender fee in a sealed envelope (Tender Fee & Bid Security/ Bid Security Exemption form) and other documents of technical Bid in electronic format.
- 1.17.4.5 The name of the Assignment and Bid Reference number shall be written in BOLD letters on the outermost envelope for Bid Submission.
- 1.17.4.6 The full name and address of the Bidder shall be written on the bottom left hand corner.
- 1.17.4.7 No bid shall be accepted unless it is properly sealed. Bidders shall not be allowed to fill in or seal their bids at the Client's office.

1.17.5 All envelopes shall clearly indicate the name and address of the bidder.

1.17.6 All envelopes shall be addressed to the Client at the following address:

Sr. Vice President (Procurement & Contracts)

Gujarat International Finance Tec- City Company Limited (GIFTCL)

GIFT House, Block-12, Road 1-D,

Zone-I, GIFT City, Gandhinagar Gujarat, Pin-382050

And shall bear the following identification:

Name of the Assignment:

RFP Reference Number:



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

The Bid Security & Tender Fee will be marked “ENVELOPE-1”, The Technical Bid will be marked “ENVELOPE-2”.

- 1.17.7 If envelopes are not sealed and not marked as above, the Client will assume no responsibility for the misplacement or premature opening of the bid. In that case, this will be recorded at the time of opening of bids and liable for rejection.
- 1.17.8 An authorized representative/ signatory of the Bidders shall initial and affix stamp on all pages of the original Bid document. The authorization shall be in the form of a written Power of Attorney/ Corporate Board Resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Bid shall be marked “Original”.
- 1.17.9 The envelope containing Volume-1, Technical Bid shall contain all the information in the formats prescribed in:-

(a) **Section-5 (Technical Proposal)**

- TECH-1 Letter of Proposal
- TECH-2 Particulars of Key Personnel
- TECH-3 Proposed Approach, Methodology and Work Plan, Presentation
- TECH-4 Abstract of Eligible Assignment of the Bidder
- TECH-5 Eligible Assignments of Bidder
- TECH-6 Curriculum Vitae (CV) of Key Personnel
- TECH-7 Financial Data
- TECH-8 Average Annual Financial Turnover
- TECH-9 Letter of authority to seek references
- TECH-10 STATEMENT OF LEGAL CAPACITY
- TECH-11 FORMAT FOR ANTI-COLLUSION CERTIFICATE
- TECH-12 FORMAT FOR PROJECT UNDERTAKING
- TECH-13 FORMAT FOR AFFIDAVIT

(b) **Section-7**



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- (i) Qualification Information; and
- (ii) Details of any Arbitrations / Litigations

Note: The Technical Proposal must not include any information of Financial Bid.

1.17.10 The Financial Bid Volume-2, Section-6 (Financial Proposal) shall be filled online contain all the Information in the formats prescribed in Section 6 and available online.

FIN-1 Detailed Break-up and Summary of Consultancy Fees:

1. The Bidder should quote its total Consultancy Fee in lump sum as per the standard bid formats of Section 6 of this Bid/ RFP document. The fee quoted for the Assignment shall cover remuneration for all the staff (foreign and local, in the field, office etc.), accommodation, transportation, equipment, printing of documents etc. necessary to satisfactorily carry on perform and complete the Assignment as per Terms of Reference provided in Section 4 of this Bid/ RFP document. The total fees indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
2. The Financial Proposal shall take into account all types of statutory liabilities viz. taxes, levies, duties, cess etc. and cost of insurances except the GST.
3. The payments will be made as per the milestone and deliverables given in the payment schedule as mentioned in the Scope of Work/ Terms of Reference (TOR) and Special Conditions of Contract (SCC) of this RFP document.
4. The Consultancy Fee in Financial Bid shall be submitted in the electronic formats on the website <https://tender.nprocure.com>. The Financial Bid received in any other formats will not be accepted and the Bids will be disqualified.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

5. Each item is to be individually priced in Financial Bid and total sum of such quoted price of each item shall be considered to derive the total price of Financial Bid.
6. Financial Bid (including break up and summary of costs) shall be expressed in Indian Rupees as described in format FIN-1, of Section 6.
7. The Bidders shall be fully responsible to ensure that their Financial Bids are submitted on or before the stipulated date & time and Technical Bids are received by the Client on or before the date, time and place stipulated in Abstract of this RFP document. Any bid delivered to the Client after the deadline for submission of bids will not be accepted.
8. Conditional bids/ proposals will not be accepted and liable to be rejected.

1.18 Bidder's Responsibility

1.18.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.

1.18.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

- a) made a complete and careful examination of requirements, and other information set forth in this RFP Document;
- b) received all such relevant information as it has requested from GIFTCL; and
- c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - I. the Project Site;
 - II. All other matters that might affect the Bidder's performance under the terms of this document.

1.18.3 GIFTCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.18.4 The bidder shall be qualified on the basis of information furnished by the bidder, in support of his capability and eligibility criteria as mentioned hereinabove.

1.19 DEADLINE(Due date) FOR SUBMISSION OF BIDS



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.19.1 The Financial Bid in electronic form should be submitted on or before the last date of online submission of Financial Bid.
- 1.19.2 The Technical Bid and the original instruments of Tender Fee and Bid Security should be submitted at the specified address on or before the last date and time of physical submission of technical bid. In the event of the specified date for submission being declared as holiday for the Client the bids shall be received by the Client at the appointed time and location on the next working day.
- 1.19.3 The Client may at its sole discretion, extend the deadline for submission of bids, communication of which will be made to the bidders through online.

1.20 LATE BIDS

- 1.20.1 The system will not accept any Financial Bid after the due date and time.
- 1.20.2 Bidders shall be fully responsible to ensure that their Financial Bids are submitted on or before the stipulated date & time and the Technical Bid in physical form to reach at GIFTCL's office well within stipulated date & time.

1.21 MODIFICATION AND WITHDRAWAL OF BIDS

- 1.21.1 The bidders can edit their Financial Bids any number of times before the last date & time of online submission of bid. Thereafter bids cannot be edited or amended, in any case. No written or online request in this regard shall be granted.
- 1.21.2 No bid shall be modified or withdrawn by the bidder after the last date and time of submission of online bids.

1.22 BID OPENING –

- 1.22.1 The designated officer of the Client will open the E-tender on the date as mentioned in the Bid, if possible in its office at the address specified in the tender/ bid document. The intending Bidders, if they wish may participate in E-tender opening process and view the result on <https://tender.nprocure.com> to participate in E-tender opening, bidder will



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

have to log in with his user ID and password and click on “Mark my attendance button” to view tender result.

1.23 TECHNICAL BID (Envelope No. 2)

- 1.23.1 The designated officer of GIFTCL/ will first open Envelope containing Tender Fee & Bid Security/ Bid Security Exemption Form and after being satisfied with proper submission, will open Technical Bid. The Client will carry out a detailed evaluation of the documents in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Client will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the factors viz. qualification/ eligibility criteria and overall completeness and compliance as per the Client’s requirements.
- 1.23.2 The bidders' names, technical bid modifications and withdrawals, the submission or non submission of bid security and/or tender fee and such other details as the Client may consider appropriate, will be announced and recorded by the Client at the time of Bid opening.
- 1.23.3 The Client shall prepare, for their own records minutes of the proceeding of Bid opening, including the information disclosed to the bidders’ representatives in accordance with Clause 1.22.2 hereinabove.
- 1.23.4 If the documents contained in this envelope do not meet the requirements of the Invitation to Bid, a note will be recorded by the Bid Opening authority of the Client.
- 1.23.5 The Client shall have the right to reject the bid if it is not submitted as per the requirements of clause 1.16 and clause 1.17 of Section 1 (Instructions to Bidders).
- 1.23.6 The bidder shall be qualified on the basis of information furnished by the bidder, in support of his capability and eligibility criteria laid down under this Section 1.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.23.7 The Client will open first the upper most common cover and will open the Envelope-1 (Bid Security & Tender Fee). Only after being satisfied that the Bid Security & Tender Fee has been properly given, the Technical Bid (Envelope No.2) shall be opened online in the presence of bidders' representatives who choose to be present at the time of bid opening at the following address. -

Sr. Vice President (P&C)

Gujarat International Finance Tec- City Company Limited (GIFTCL)

GIFT House, Block-12, Road 1-D,

Zone-I, GIFT City, Gandhinagar Gujarat, Pin-382050

1.24 CLARIFICATION OF TECHNICAL BIDS

1.24.1 To assist in the examination, evaluation and comparison of the technical bids, the Client may, at its discretion, ask any bidder any clarification on his technical bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid will be sought, offered or permitted except as required to confirm the correction of arithmetic errors if any.

1.24.2 During the evaluation of the technical bids, the Client may ask for following additional documents to assess the capability of bidder to execute and complete the work as per specified time limit and specified technical specifications:

- a) Proposed general programme / method statements in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time;
- b) an Organization Chart of administration and execution of this contract showing the deployment/engagement of key personnel with individual tasks;
- c) Reasonability of bidder's proposed method and technique to carry out, perform and complete the Assignment, sequence of components of the assignment and proposed resources assigned to the work shall be seen where it has been called for in the bid/ tender.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.25 EXAMINATION OF BIDS AND DETERMINATION OF TECHNICAL RESPONSIVENESS

1.25.1 GIFTCL shall review the Technical Bids on the basis of their responsiveness to the Terms of Reference (ToR). A Bid shall be considered responsive only if:

- a) it is accompanied by the proper Bid Security and Tender Fee;
- b) it is received as per formats prescribed as TECH-1 to TECH-14;
- c) the required details are provided as per the ToR;
- d) it is received by the Bid Due Date including any extension thereof made pursuant to this RFP;
- e) it is properly signed and sealed as per the terms of this RFP;
- f) it is accompanied by the Power(s) of Attorney as specified under this RFP;
- g) it contains all the information (complete in all respects) as requested and in the formats as specified in this RFP;
- h) it contains certificates and statements as per the terms of this RFP; and
- i) it does not contain any condition or modification.
- j) is non-responsive / substantially responsive to the requirement of the bid documents; and
- k) Provides any clarification and/or substantiation that the Client may require.

The evaluation shall be as per the terms of this RFP document.

A Proposal may be rejected at any stage if it does not respond to the provisions of this RFP document, and particularly the ToR.

1.25.2 To assist in the process of evaluation of Proposals, GIFTCL may, at its sole discretion, ask any Bidder for clarification on its Proposal. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.25.3 As a result of the technical evaluation, the Bids which are substantially responsive shall be shortlisted. The Financial Bids of the substantially responsive and technically qualified bidders only shall be opened on the date



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

of opening of Financial Bids, which date will be informed to those qualified bidders.

1.25.4 A substantially responsive bid is one, which to the satisfaction of the Client conforms to all the terms and conditions of the bid documents, without material deviation or reservation. A material deviation or reservation is one

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- i. which affects in any substantial way the scope, performance of the Scope of Work; or
- ii. which limits in any substantial way, inconsistent with the bid documents, the Client's rights or the bidder's obligations under the Contract; or
- iii. which is not properly signed and sealed as per the terms of this RFP/ Bid documents; or
- iv. which contain any condition or qualification; or
- v. which is not as per the formats prescribed in this RFP/ Bid documents and not acceptable to the Client; or
- vi. The rectification of which (deviation or reservation) would effect unfairly the competitive position of other bidders presenting substantially responsive bids.

1.25.5 If a bid is not substantially responsive, even after obtaining clarifications from the Bidder it will not be considered by the Client, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

1.25.6 As a result of the Technical evaluation, the Bids which are substantially responsive shall be shortlisted. The Financial Bids of the substantially responsive bidders only shall be opened on the date of opening of Financial Bids which will be informed to all substantially responsive bidders.

1.25.7 The Client reserves the right to reject any variation, deviation or any alternate offer.

1.26 BID OPENING – FINANCIAL BID



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.26.1 The Financial Bid shall be submitted in the electronic formats on the website <https://tender.nprocure.com> only. The Financial bid received in any other formats will not be accepted and the Bids will be disqualified.
- 1.26.2 The Financial Bid of only technically qualified bidders as per terms of RFP shall be opened on a date to be notified to those bidders. On the notified date, time and place, the designated officer of the Client will open the Financial Bid. The qualified bidders or their authorized representatives, if they wish, may remain present at the time of Financial Bid opening or they will have to log in with his user ID and password and click on “Mark my attendance button”.
- 1.26.3 The Client shall prepare for their own records, minutes of the opening of the Financial Bids, including the information disclosed to the bidders’ representatives.
- 1.26.4 The Financial Bids will be opened online irrespective of the presence of the Bidder

1.27 Evaluation of Financial Bid,

- 1.27.1 Financial Bid evaluation will be based on the total Consultancy Fee or rates and Price quoted by the bidder.
- 1.27.2 The total Consultancy Fee indicated in the Financial Bid shall be deemed as final and reflecting the total Contract Price of the Assignment.
- 1.27.3 The Bidder shall be liable to fulfill its obligations as per the Terms of reference (TOR) within the total lump sum consultancy fee quoted by the Consultant.
- 1.27.4 Client will examine the Financial Proposal of all the responsive bidders. First, the Client will examine whether Financial Proposals are complete. Then the Proposal is checked for errors. The reasonability of the following in comparison with the supporting documents submitted by the Consultant is examined:
 - 1.27.4.1 The remuneration rates, social costs, overheads, profits; and
 - 1.27.4.2 Other costs such as out of pocket expenses, cost of surveys, equipment, office rent, supplies, travel, transport, computer rental, mobilization, and printing.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.27.5 Financial Bids opened on the due date of opening of Financial Bids will be checked by the Client for any arithmetic errors. In case if there is any discrepancy between the quoted total bid amount and the sum of the fees for all line items, the sum of line item price will prevail and the total bid amount will be correspondingly corrected.
- 1.27.6 The bidder, who quotes the lowest Consultancy fee, will be awarded a financial score of 100 marks and other bidders shall be given financial scores that are inversely proportional to their quoted professional fees.
- 1.27.7 The formula for this shall be, $F = 100 \times (\text{Amount of Consultancy Fee Quoted by the Lowest Bidder} / \text{Amount Consultancy Fee Quoted by the Bidder under evaluation})$.
- 1.27.8 **Combined Evaluation Technical and Financial Proposals (for QCBS):**
The overall selection of the Bidder shall be based on Quality-cum-Cost-Based Selection (QCBS), the following formula shall be used for the evaluation of the proposals. The combined scores shall be calculated as: $S = (0.6) * T + (0.4) * (F_m / F * 100)$
Where-
S = Combined score of bidder under consideration (calculated up to two decimal points)
T = Technical score for the bidder under consideration
F = Financial Bid Value for the bidder under consideration
F_m = Lowest Financial Bid Value among the financial proposals under consideration
The bidder achieving the highest combined (Technical & Financial) score shall be selected as the Principal consultant/Preferred Bidder for undertaking the Assignment.
- 1.27.9 The Client will issue Letter of Appointment (LOA) for Assignment to the Bidder whose bid has been determined to be responsive to the RFP document and has obtained the highest combined score in QCBS selection method (“**the Preferred Bidder**”). However, the decision of the GIFTCL pertaining to the selection of the bidder will be final and binding in this regard.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.28 CORRECTION OF ERRORS

Not Applicable

1.29 AVAILABILITY OF PROFESSIONAL STAFF/EXPERTS

1.29.1 The Bidder shall ensure availability of the requisite Professional staff/ Key Personnel and they shall collectively form a dedicated team available for the Assignment. Client shall not consider substitutions during the contract unless both parties agree in writing to such substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

1.30 CONFIDENTIALITY

1.30.1 The Preferred Bidder shall keep all the information pertaining to the Assignment, CONFIDENTIAL and shall not provide/discard any information of the assignment to anybody except on specific instructions in writing from GIFTCL. GIFTCL will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

1.31 RIGHT TO REJECT ANY OR ALL BIDS

1.31.1 Notwithstanding anything contained in this RFP, GIFTCL reserves the right to accept or reject any Bid/ Proposal and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that GIFTCL rejects or annuls all the Bids, it may, in its discretion, invite Bidders to submit fresh Bids hereunder.

1.31.2 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GIFTCL to the Bidder, without GIFTCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which GIFTCL may have under this RFP, the Bidding Documents, the Agreement or under applicable law.

- 1.31.3 GIFTCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure or omission of GIFTCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GIFTCL there under.
- 1.31.4 The documents including this RFP and all attached documents, provided by GIFTCL are and shall remain or become the properties of GIFTCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The selected Bidder/ Consultant shall hand over all the working papers, Workable and editable Models with all linkages as developed for the Assignment, Business Plans and all related workings and outputs of the assignment generated for executing the Assignment as and when requested by GIFTCL and on successful completion of the Assignment in editable soft and hard copies.
- 1.31.5 Such documents, working papers, analysis, workable and editable Models as developed for the Assignment and all related workings and outputs shall be the Sole Property of GIFTCL and the Consultant shall treat all these information Confidential and shall not share with anybody else except on specific written instructions.

1.32 Property Rights of Assignment Outputs



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.32.1 The Consultant/Agency shall hand over all the drawings and documents, related to workings and outputs of the Assignment generated for executing the Assignment as and when requested by GIFTCL and on successful completion of the Assignment in editable soft and hard copies.
- 1.32.2 Such database, records, analysis, documents, working papers, workable and editable database as developed for the Assignment and all related workings and outputs are the Sole Property of GIFTCL and the Consultant shall treat all these information Confidential and shall not share with anybody else except on specific written instructions of GIFTCL.

1.33 AWARD OF CONTRACT

- 1.33.1 After completion of the evaluation of the Bid/ Proposal, the work will be awarded to the Bidder; whose bid complies the requirements as mentioned in bid document, is techno-financially eligible & is considered as preferred bidder.
- 1.33.2 The Client will issue LOA for the Assignment to the bidder whose bid has been determined to be responsive to the RFP documents, who has qualified the evaluation of Technical Bid and has obtained the highest combined score in QCBS Selection method is considered as Preferred Bidder.
- 1.33.3 The “Preferred Bidder” will be selected:-
- a) Whose bid has been determined to be responsive to the bidding documents.
 - b) On evaluation of their qualification parameters (Technical & Financial eligibility criteria).
 - c) The financial bid of only those bidders who qualifies in the above criteria and achieved the Technical Score (min 70) in Technical Proposal evaluation, will be opened.
 - d) The Client may award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has obtained the highest combined score in QCBS Selection method subject however, the same is found workable (“the Preferred Bidder”).



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

1.33.4 The Client may provide specific approval as deemed necessary for undertaking the Scope of Work as per ToR through separate Notice for Commencement.

1.34 NOTIFICATION OF AWARD

1.34.1 Prior to expiration of the period of bid validity, the Client will notify the Preferred/successful bidder by E-mail, followed by letter that their bid has been accepted.

1.34.2 This Letter of Appointment shall contain the Consultancy Fee which the Client will pay to the Consultant/Agency in consideration of Carrying out, performing, execution, completion and modifications in the Assignment by the Consultant (as provided in the RFP Document), evaluated by Client and provided in the bid document.

1.34.3 The Letter of Appointment will mean that the process of formation of the Contract is initiated. The Client will issue Letter of Appointment (LOA) to perform the Consultancy Services as mentioned in Scope of Work/TOR.

1.34.4 After signing of the Contract by the Preferred Bidder/ Consultant/Agency, the Client will notify the all other bidders except the second highest scorer bidder, that their bids have been unsuccessful and there upon return their Bid Security.

1.34.5 The Bid Security of the second lowest bidder that had been retained would be returned after execution of the Agreement by GIFTCL with the Preferred Bidder.

1.35 SIGNING OF AGREEMENT

1.35.1 At the time that the Client notifies the Preferred Bidder that their Bid has been accepted, the Client will send the bidder, the Form of Agreement provided in the bidding documents, incorporating therein specific agreement reached between the parties.

1.35.2 Within 15 days of issue of the LOA or on such other day the Client may decide, the Client shall prepare the Draft of the Agreement, in duplicate, on non judicial Stamp Paper of Rs.300/- (Rupees Three Hundred only) and the



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Preferred/ Successful Bidder shall meet the Client during normal office hours on any working day acceptable to the Client to sign the said Agreement. One copy of the signed Agreement will be provided to the Preferred Bidder, and the other will be retained by the Client.

1.35.3 Within 15 days of the signing of the Agreement or on such other day the Client may decide, the Engineer will issue the "Notice to Proceed (NTP) for the Assignment, to the Consultant.

1.36 PERFORMANCE SECURITY (Not Applicable)

~~1.36.1 Within 15 days of receipt of the LOA, the Preferred Bidder shall furnish to the Client a performance security as per clause 4.5 of Section 2 (General Conditions of Contract) in the form of an unconditional bank guarantee for an amount of minimum 5 (Five) percent of the Consultancy Fee issued by any Scheduled Commercial bank located in India. The form of Performance Security provided in Section 7 of the RFP shall be adopted.~~

~~1.36.2 Failure of the Preferred Bidder to comply with the requirements of Clause 1.35 and/or Sub Clause 1.36.1 referred above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Bid Security.~~

1.37 Conflict of Interest

1.37.1 GIFTCL policy requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.37.2 The Consultant shall not accept or engage in any assignment that would be in conflict with their prior or current obligations under any other Agreements/Contracts or any such understanding which may place them in a position of not being able to carry out the Assignment in the best interest of Client.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.37.3 The Bidder shall not have a conflict of interest that may affect the selection process or the service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 1.37.4 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
- 1.37.5 Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
- 1.37.6 There is a conflict among this and other consulting assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant depend on the circumstances of each case. While providing services to GIFTCL for this particular Assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present Assignment; or
- 1.37.7 A Bidder eventually appointed to provide consultancy for this Assignment, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to construction and execution of the same Assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of six years from the completion of the Assignment; provided further that this restriction shall not apply to services performed for GIFTCL in continuation of this or any subsequent services performed for GIFTCL. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

Explanation:

For purposes of this RFP;

- a. *The expression "Associate" means*
 - (i) *a company or corporation, in which the Bidder has a significant influence, but which is not a subsidiary company of the Bidder having such influence and includes a joint venture company and,*
 - (ii) *a person, which is not a company or corporation, the Bidder has power to direct the management and policies of such person, whether by operation of law or agreement.*
- b. *the expression "significant influence" means control of at least twenty per cent. of total voting power, or control of or participation in business decisions under an agreement;*
- c. *the expression "joint venture" means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement;*

1.38 CORRUPT AND FRADULENT PRACTICES

1.38.1 GIFTCL requires bidders to observe the highest standard of ethics and performance during the procurement and execution of the project.

1.38.2 Canvassing in any form is strictly prohibited and any Bidder found to have resorted to canvassing shall be liable to have his Bid rejected summarily.

1.38.3 The Bidders and their respective officers, employees and agents shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, GIFTCL may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or Consultant, as the case may be, has, directly or indirectly or



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GIFTCL shall be entitled to forfeit and appropriate the Bid Security, as damages, without prejudice to any other right or remedy that may be available to GIFTCL under the Bidding Documents and/ or the Agreement, or otherwise.

1.38.4 Without prejudice to the rights of GIFTCL under this bid document and the rights and remedies which GIFTCL may have under the LOA or the Agreement, or otherwise if a Bidder or Consultant, as the case may be, is found by GIFTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GIFTCL up to a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by GIFTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

1.38.5 For the above purposes, the following terms shall have the meaning hereinafter respectively assigned to them:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of GIFTCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

year from the date such official resigns or retires from or otherwise ceases to be in the service of GIFTCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

“Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by GIFTCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

I / We hereby declare that I/We have read and understood the above instructions for the guidance of Bidders.

Place :

Date :

Signature of Bidder



SECTION 2: GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

1.1. DEFINITIONS

In the Contract (*as hereinafter defined*) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a. **“Additional Services”** means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the Consultant only after receiving a written communication from the Client.
- b. **“Applicable Law(s)”** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- c. **“Assignment”** shall mean the Services to be provided, carried out and/or performed and Completed by the Consultant as provided in the scope of services, under the terms of RFP Documents.
- d. **“Affiliate” or “Associate”** shall mean a body corporate or any other legal entity which is under the control of the Consultant or does have control over the Consultant, directly or indirectly.
- e. **“Business Day”** means a Day, other than Saturday and Sunday, on which banks in Gandhinagar are open for normal banking business.
- f. **“Client’s Representative”** means any individual or any Consultant appointed by the Client to act on its behalf for the Assignment.
- g. **“Commencement Date”** means the date specified in the Notice to Commence issued by the Engineer to the Consultant.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- h. **“Consultant”** means the person (*legal or natural*) who has been issued Letter of Appointment (LOA) by GIFTCL and who has entered into the Agreement with GIFTCL to provide, carry out and perform the Services (Assignment) as per the terms of the RFP Document and the Contract.
- i. **“Contract Agreement”** means the Consultancy Agreement entered into between the Client and the Consultant together with all the Appendices, Annexure and schedules mentioned and enclosed thereto.
- j. **“Contract Price”** or **“Consultancy/Service Fee”** means the sum stated by the Client in the Letter of Appointment as payable to the Consultant to provide, carry out and perform the Services (Assignment), in accordance with the provisions of the Contract.
- k. **“Contract Period”** means the period of contract from the date of Notice to commence as defined in the SCC.
- l. **“Competent Authority”** means the agency/Consultant or the person authorized by Government of Gujarat, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.
- m. **“Day”** means calendar day and “year” means 365 days.
- n. **“Engineer-in-Charge”** means the person appointed by the Client to act as Engineer-in-Charge for the purpose of the Contract, or any other competent person appointed by the Client and notified to the Consultant to act in replacement to such person and shall include his authorized representative.
- o. **“Engineer”** means the person appointed by the Client to act as Engineer for the purposes of the Contract, or any other competent person appointed by the Client and notified to the Consultant to act in replacement to such person and shall include his authorized representative.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- p. **“Engineer’s Representative”** means a person appointed from time to time by the Engineer with the approval of Engineer-in-Charge.
- q. **“Client”** means GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED(GIFTCL), a company incorporated under the Companies Act, 1956 and having its registered office at GIFT House, Block-12, Road 1-D, Zone-I, GIFT City, Gandhinagar Gujarat, Pin-382050 and includes its successor(s) in interest and permitted assigns.
- r. **“Final Acceptance/Client’s Acceptance”** means the final acceptance of the reports/ deliverables by the Client upon successful completion of all the Services (Assignment) as specified in Scope of Services.
- s. **“GCC”** mean this General Conditions of Contract;
- t. **“GIFT”** or **“GIFT City”** means Gujarat International Finance Tec-City.
- u. **“GIFTCL”** means Gujarat International Finance Tec-City Company Limited incorporated under the provisions of the Companies Act, 1956.
- v. **“GIFT Area”** means the area as denoted in the GUDA Development Plan, as amended from time to time.
- w. **“GIFT Area Plan”** means the plan prepared for GIFT Area as approved by Govt. of Gujarat (GoG).
- x. **“GIFT Development Control Regulations”** means regulation(s) that is notified by GoG, respectively for the development control of the Non SEZ Area and SEZ Area of GIFT including any amendments thereof from time to time.
- y. **“Government”** means the Government of Gujarat (GoG) and the Government of India (GoI) as the case may be and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- z. **“Letter of Appointment”** means the formal acceptance of the bid/ proposal by the Client.
- aa. **“Party”** and **“parties”** means the Client and the Consultant and “third party” means any other person or entity as the context requires.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- bb. **“Personnel”** means persons engaged by the Consultant to the performance of the Services or any part thereof.
- cc. **“Project”** means the development of a global financial hub named Gujarat International Finance Tec-City (“GIFT”) in Gandhinagar, Gujarat.
- dd. **“Retention Money”** means the aggregate of all moneys retained by the Client as per the terms of the RFP Document.
- ee. **“RFP”** or **“RFP Document”** or **“Bid Document”** means Request for Proposal documents issued by the Client for the Assignment including any addendum/ amendments thereof made from time to time.
- ff. **“Stage”** or **“Milestone”** means the sub-divisions of work to be performed by the Consultant pursuant to the Contract and as described in RFP Document
- gg. **“SCC”** mean the Special Conditions of Contract by which the GCC may be amended or supplemented;
- hh. **“Services”** or **“Assignment”** means the Services to be provided, carried out and/or performed by the Consultant under the terms of the RFP Document and the Contract.
- ii. **“Stage”** means the sub-divisions of work to be performed by the Consultant pursuant to the Contract as described in the Scope of Services.
- jj. **“Time for Completion”** means the time for completing the Assignment as stated in the Contract (or as extended by the Client) calculated from the Commencement Date.
- kk. **“Third Party”** means any person or entity other than the Client and the Consultant.
- ll. **“Writing”** means any hand written, type written, or printed communication, including telex, cable, facsimile and e-mail transmission.



1.2. HEADINGS AND MARGINAL NOTES

1.2.1. The headings and marginal notes in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3. INTERPRETATIONS

1.3.1. Words importing persons or parties shall include firms, corporations and/or any legal entity or any organization having legal identity.

1.3.2. Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

1.3.3. The capitalized terms used in the Agreement/ Contract shall have the meaning ascribed to it in the Definitions, unless the contrary is expressly stated;

1.3.4. When any number of Days is prescribed in any document, same shall be reckoned with exclusion of the first day and inclusion of the last day;

1.3.5. Time is the essence in the performance of the Parties' respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Consultant shall be provided with all relevant information in a timely manner and to ensure that it can complete the Services within the time for completion. In the event that such information is delayed or not provided the Client shall in conjunction with the Consultant agrees reasonable extension of time and revised date for completion.

1.3.6. The word "determine" means a determination made in the absolute discretion of the person making the determination.

1.3.7. references to a gender shall include references to the female, male and neuter genders;

1.3.8. reference to the words "include" or "including" shall be construed without limitation;



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 1.3.9. all approvals, permissions, waivers, consents, confirmations or acceptance required from the Client or any one of them for any matter shall require the “prior”, “written” approval, permission, consent or acceptance of the Client.
- 1.3.10. in the event of any disagreement or dispute between the Client and the Consultant regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Client as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Consultant.

1.4. SINGULAR AND PLURAL

- 1.4.1 Words importing the singular shall include the plural and vice versa where the context so requires.

1.5. NOTICES, CONSENTS, APPROVALS, CERTIFICATES AND DETERMINATIONS

- 1.5.1. Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be made in writing and the words “notify”, “certify” or “determine” shall be made construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.
- 1.5.2. Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
- 1.5.3. However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question



2. ASSIGNMENT AND SUB-CONTRACTING

2.1. ASSIGNMENT OF CONTRACT

The Consultant shall not, without the prior and express consent of the Client (which consent notwithstanding the provisions of Sub-Clause 1.5 shall be at the sole discretion of the Client), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, to any person otherwise than by:

- A charge in favour of Consultant's bankers, of any monies due or to become due under the Contract, or
- Assignment to the Consultant's insurers (in cases where the insurers have discharged the Consultants loss or liability) of the Consultant's right to obtain relief against any other party liable.

2.2. Sub-contracting

Sub-contracting or sub-consulting is not permitted.

3. CONTRACT DOCUMENTS

3.1. Language and Law

- a. The English language only shall be used in the Contract documents and all official correspondence.
- b. Laws which shall apply to the Contract and according to which the Contract shall be construed shall be the laws of India.

3.2. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies/ inconsistencies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Consultant instructions thereon and in such event, unless otherwise provided in the Contract, the following documents forming the Contract override the next below and following documents given hereunder in sequential order shall be as follows:

- 1) The Contract Agreement;



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- 2) The Letter of Appointment;
- 3) The Bid;
- 4) Section 3 (Special Conditions of Contract)
- 5) Section 2 (General Conditions of Contract)
- 6) Section 5 (Payment Schedule);
- 7) Section 4 (Term of Reference or Scope of Services)



4. GENERAL OBLIGATIONS

4.1. Consultant's General Responsibilities

The Consultant shall, with due care and diligence, prepare (to the extent provided for by the Contract) and complete the Assignment in accordance with the provisions of the Contract.

The Consultant shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with any Third Party.

In addition to the above, the Consultant shall also comply with the provisions as mentioned in SCC.

4.2. Contract Agreement

The Consultant shall, enter into and execute the Agreement with the Client in the form annexed to these conditions with such modifications as may be necessary.

4.3. Sufficiency of Bid

The Consultant shall be deemed to have based his Bid on the data made available by the Client and on his own inspection and examination, all as aforementioned.

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the stages and milestones stated in the Scope of Services, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the deliverables, reports etc.) and all matters and things necessary for the proper completion of the Assignment.

4.4. Assignment to be in Accordance With Contract



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

The Consultant shall complete the Assignment in accordance with the Contract to the satisfaction of the Client. The Consultant shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract, or not, touching or concerning the Assignment.

4.5. Performance Security

The consultant shall provide Performance Security for due and faithful performance of the Contract to the Client within 15 days after the receipt of the Letter of Appointment. The performance security shall be in the form of unconditional bank guarantee issued by any Scheduled Commercial Bank located in India, 5% (Five Percent) of the Contract Price and in the form provided in Section 7 of this RFP documents. The cost of complying with the requirements of this clause shall be borne by the Consultant. When providing such security to the Client, the Consultant shall notify the Engineer of so doing.

4.6. Period of validity of Performance Security

The Performance security shall be valid until the successful completion of Assignment duration plus three (3) months. No claim shall be made after the issue of completion certificate and the Performance Security shall be returned to the Consultant within 14 days, after the successful completion of Assignment by the Consultant.

4.7. Programme to be submitted

The Consultant shall, within 15 days after the date of the Letter of Appointment, submit to the Engineer for his consent a programme, in such form and detail as acceptable to the Engineer, to provide, carry out and perform the Services. The Consultant shall also provide in writing for the information of the Engineer a general description of the arrangements and methods which the Consultant proposes to adopt for the carrying out the Services.



4.8. Consultant's Employees

The personnel who are proposed by the Consultant to the Assignment shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

And also, the personnel who are sent by the Consultant to Assignment in the Project shall have been physically examined and found fit for their assignments, and their qualifications be acceptable to the Client.

4.9. Engineer at Liberty to Object

The Engineer shall be at liberty to object to and require the Consultant to remove forthwith from the Assignment any person provided by the Consultant who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the performance of his duties, or whose presence on the Assignment is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Assignment without the consent of the Engineer. Any person so removed from the Assignment shall be replaced by competent person as approved by the Engineer.

4.10. Language Ability of Consultant's Staff

It is expected that the Consultant and his representative shall have adequate knowledge of English and local language so as to ensure proper transmission of instructions and information.

A reasonable proportion of the Consultant staff shall have working knowledge of Gujarati and English.

4.11. Other obligations

- (1) The main objective of the Assignment is to provide, carry out and/or perform and complete the Assignment as per the terms of RFP Document and the Contract.

The Consultant shall provide, carry out, perform and complete the Assignment in accordance with the time lines/ delivery schedule specified in Scope of Work. The Consultant shall be liable to pay penalty for any Delay in the completion of Assignment.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- (2) The Consultant shall study carefully the technical information provided by the Client and shall visit the site as and when required. In the event that the Consultant becomes aware of any errors or doubts about the information and data provided, the Consultant shall notify in time in writing.
- (3) The Consultant shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their personal or employees at their own risk and responsibility. The prime responsibility rests with the Consultant for any of the tasks and activities that are performed by their personal or employees. The Consultant shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.
- (4) The Consultant shall comply with all the provisions of law, rules, regulations and compliances applicable for the Services.
- (5) The Consultant at all Stages shall coordinate with the other parties associated or appointed by the Client for this Assignment.
- (6) The Consultant would assist the Client in obtaining approval from Government of Gujarat (GoG) i.e. any technical inputs/presentation required to be undertaken for such approval as per good industry practice.
- (7) The Consultant shall designate at their cost a representative authorized to render decisions on the Consultant behalf and to exercise the duties and obligations of the Consultant and to deal with matters in relation to the Assignment.
- (8) The Consultant guarantee the Services as specified/described under the RFP and this Agreement. The technical documents to be developed by the Consultant shall be in accordance with the sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.
- (9) The Consultant shall be liable to Client for the performance of Services in accordance with the provision of the RFP and this Agreement and for the losses suffered by Client, as a result of any failure or default of the Consultant in such performance.



4.12. Scope of Assignment

The Consultant shall carryout, perform and complete the Assignment in terms of the scope of work/TOR, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for performing and completion of Assignment shall be strictly adhered to by the Consultant. The Consultant shall provide, carry out and/or perform and complete the Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the work/TOR after the issuance of the Notice of Commencement shall be considered under Clause 16.

5. INSURANCE AND INDEMNITY

5.1. The Consultant shall take at its own cost the insurance policies covering:

- a) The risk and perils involved in carryout, perform and complete the Assignment including third party risk, the Employees/ risk, professional liability insurances, covering the period of Consultancy i.e. Contract Period.
- b) The insurance policy shall include a cross liability clause such that the insurance shall apply to the Consultant and to the Client as separate insured.

5.2.Evidence and Terms of Insurance

The Consultant shall provide evidence to the Client prior to the start of Assignment at the Site that the insurance required under the Contract have been affected and shall, within 5 days of the Commencement Date, provide the insurance policies to the Client. When providing such evidence and such policies to the Client, the Consultant shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Appointment. The Consultant shall effect all insurance for which he is responsible with insurers and in terms approved by the Client.

5.3.Adequacy of Insurance

The Consultant shall notify the insurers of changes in the nature, extent or programme for the execution of the Assignment and ensure the adequacy of the



insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Client the insurance policies in force and the receipts for payment of the current premiums.

5.4. Compliance with Policy Conditions

In the event that the Consultant or the Client fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

5.5. Indemnity

5.5.1 The Consultant is expected to carry out its Assignment with due diligence and in accordance with the prevailing standards of the profession. The Consultant shall indemnify, the Client against all , losses or damages arising out of Consultant's failure to perform its obligation, during the course of providing/ performing the Services under the Contract.

5.5.2 The Consultant shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client for adopting the Consultant's reports, certification and recommendation and use of other intellectual property supplied by the Consultant under the Contract.

6. CONSULTANT OBLIGATIONS

6.1. Compliance with Statutes, Regulations

The Consultant shall conform and comply in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or by law of any local or other duly constituted authority in relation to providing, performing, carrying out and completion of the Assignment and the remedying of any defects therein, and
- (b) The rules and regulations of all public bodies and companies, whose property or rights are affected or may be affected in any way by the completing of Assignment,

And the Consultant shall keep the Client indemnified against all penalties and liability of every kind for breach of any such provision.



6.2. Patent Rights

The Consultant shall save and hold harmless and indemnify the Client from and against all claims and proceedings for or on account of infringement of any patent right, design trademark or name or other protected rights in respect of any written materials or resources used for or in connection with or for incorporation in the Assignment from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

6.3. Copyright

The design rights and other intellectual property rights and copyright of all documents prepared by the Consultant shall remain with the Client. The Client shall be absolutely entitled to use them or copy them for any purposes and in any manner whatsoever, and need not obtain any permission from the Consultant.

6.4. Intellectual Property

In order to carryout and perform the Assignment, the Consultant must obtain at its sole account, the necessary licenses, permissions and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the Client harmless and indemnify the Client from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

- (a) All inventions, discoveries, improvements, copyrightable material, concepts, the final products, all documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of Services submitted to the Client shall be deemed to be the sole property of the Client and the Consultant hereby waives any right, title or interest, if any in the same, in favour of the Client.
- (b) The Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by the Client for carrying out of any Services with any third parties.
- (c) The Consultant shall not without the prior written consent of the Client be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- (d) The Consultant shall hand over all the working papers, workable and editable models with all linkages as developed for the Assignment, Business Plans and all related workings and outputs of the Assignment generated for executing the Assignment on successful completion of the Assignment in editable soft and hard copies.
- (e) Such documents, working papers, analysis, workable and editable Models as developed for the assignment and all related workings and outputs are the Sole Property of the Client and the Consultant shall treat all these information Confidential and shall not share the same with anybody else except on specific written instructions of the Client.
- (f) The certification and other documentation provided to the Client by the Consultant are solely for the purpose of the Assignment under the Contract, and intellectual property therein to the extent and for the purpose of the Assignment remain vested with the Client and the Consultant shall not use the same or any part thereof for any other client.
- (g) The Consultant's obligations under this Clause will survive even after expiration / termination of this Contract.



6.5. Conflict of Interest

6.5.1. The fees of the Consultant shall constitute the Consultant's sole fees in connection with the Contract or the Services, and the Consultant their personnel and agents shall not accept or receive any trade commission, discount or payment from any third party in connection with activities pursuant to the Contract or to the Services or in the discharge of their obligations under the Contract.

6.5.2. During the term of the Contract, the Consultant appointed to provide Consultancy for this Assignment, as well as any of its associates shall be disqualified from subsequently providing works or services related to the execution of the same assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of six years from the completion of this Assignment; provided further that this restriction shall not apply to consultancy/advisory services performed for the GIFTCL in continuation of this Consultancy or any subsequent consultancy/advisory services performed for the GIFTCL.

6.5.3. Consultant Not to Benefit from Commissions Discounts, etc.

The fees of the Consultant shall constitute the Consultant's sole fees in connection with the Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional fees from any third party .



6.5.4. Consultant and Affiliates not to be otherwise interested in Assignment

During the term of the Contract The Consultant appointed to provide Consultancy for this Assignment, as well as any of its associates shall be disqualified from providing works or services for the same Assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of six years from the completion of this Assignment; provided further that this restriction shall not apply to consultancy/advisory services performed for the Client in continuation of this Consultancy or any subsequent consultancy/advisory services performed for the Client.

6.6. Taxes and Duties

6.6.1. Unless otherwise specified in the SCC or any subsequent communication, the Consultant shall pay such taxes, duties, cess, fees and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been included in the Consultancy Fees, however, the applicable GST would be paid by the Client additionally, to the Consultant and the Consultant shall submit proof of depositing the GST so paid.

7. COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

7.1. Agreement Effective

The Agreement is effective as of the date of receipt and acceptance by the Consultant of the Client's Letter of Appointment of the Consultant's proposal or of the latest signature necessary to complete the formal execution of the Agreement, if any, whichever is the later.

7.2. Commencement and Completion

The Assignment shall be commenced and completed at the times or within the periods stated in the Section 3 (SCC) subject to extensions in accordance with the Agreement.

7.3. Variations

7.3.1 The Agreement can be varied/ amended on application by either party by a written agreement executed by and between the parties.

7.3.2 No Price Variation: No Price variation is allowed to the Consultant during



Contract Period.

7.4. Further Proposals

If requested by the Client in writing, the Consultant shall submit proposals for altering the Services. The preparation and submission of such proposals shall be an Additional Services.

7.5. Changed Circumstances

If circumstances arise for which the Consultant is not responsible and which make it irresponsible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them.

If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

7.6. Termination and delay

7.6.1. By Notice of the Client

The Client shall have the right to terminate the Contract, by giving not less than 30 (thirty) days' written notice of termination to the Consultant; to be given after the occurrence of any of the events specified in paragraphs (a) through (k).

- a. If the Consultant does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 30 (thirty) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) days.
- c. If the Consultant becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- d. If the Consultant fails to comply with any final decision reached as a result of arbitration proceeding;



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- e. If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- f. If the Consultant, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- g. For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Client and public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- h. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- i. In case the Consultant does not perform the Services as per the Contract.

The Client shall also have the right to terminate the Contract by giving 60 days notice, in writing, without assigning any reason.

- j. The Client may suspend all or part of the Services or terminate the Agreement by notice of at least thirty (30) days, to the Consultant who shall immediately make arrangements to stop the Services and minimize expenditure.
- k. If the Client considers that the Consultant is without any valid reason not discharging his obligations, he can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within fifteen (15) days the Client can by a further notice terminate the Agreement provided that such further notice is given within thirty 30 (thirty) days of the Client's former notice.
- l. Upon termination of the Contract by notice of the Client, the Consultant shall, immediately upon receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

manner without causing inconvenience to the Client and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client for the use of the Consultant which are the property of the Client, the Consultant shall proceed to deliver the same to the Client, the delivery of documents prepared by the Consultant being subject always to the payment by the Client of all fees and costs becoming properly due under this Agreement.

- m. Upon earlier termination of the Contract, GIFTCL shall make the payments to the Consultant on proportionate basis for the services satisfactorily rendered or performed by the Consultant up to the date of Notice of Termination.

7.6.2. By Notice of the Consultant

After giving at least 14 days' notice to the Client, the Consultant can by further notice of at least 42 days terminate the Agreement, or at his discretion without prejudice to the right to terminate can suspend or continue suspension of performance of the whole or part of the Services when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing

7.6.3. Delay

In case of any delay on the part of the Client to initiate the Assignment or otherwise, the Contract Period appropriately may be extended by the Client,

7.7. Extra Services/ Work

Upon the occurrence of circumstances described in Clause 14 or abandonment or suspension or resumption of Services or upon termination of the Agreement, any necessary Services or expense by the Consultant extra to the Normal Services shall be regarded as Exceptional Services.

The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

7.8. Cessation of Rights and Obligations

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may



have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Consultant, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

8. PAYMENT

8.1. Payment to the Consultant

- i. The Client shall pay the Consultant for the Assignment in accordance with the terms and conditions and with the details as stated in payment schedule in Sections 4, and shall pay for Additional Services at rates and prices as hereunder.
- ii. Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Additional Services:
 - a. as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services,
 - b. The net cost, approved by the Engineer, of all extra expense incurred by the Consultant.

8.2. Time for Payment

- i. Amount due to the Consultant shall be paid within 28 days of the Consultant invoice received and accepted by the Client, unless otherwise stated in this RFP document.
- ii. If the Consultant does not receive payment within the time as stated above, he shall be paid agreed compensation at the rate 9% p.a., compounded monthly on the sum overdue from the due date for payment of the invoice.

8.3. Place of Payment

Payments to the Consultant by the Client shall be made into a bank account or accounts nominated by the Consultant, or as may otherwise be agreed.

8.4. Retention Money

A retention amounting to 5% (five Percent) of contract price or as mentioned in SCC to be retained from each milestones/stage will be deducted from each invoice payment towards retention money for due and faithful performance of the Contract. The retention money will be released after the successful



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

completion of the contract and compliance all the obligations of the bidder as per the terms of the RFP.

8.5. Refund of Retention Money

Upon the issue of the Completion Certificate with respect to the whole of the scope of Services, the retention money (5%) shall be certified by the Engineer for payment to the Consultant.

8.6. Advance Payment

No advance payment will be made to the Consultant.

8.7. Correction of Certificate

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have the authority, if any Services are not being carried out to his satisfaction, to omit or reduce the value of such Services in any Interim Payment Certificate.

8.8. Final Bill and Statement at Completion

Not later than 42 days after the issue of the Completion Certificate in respect of the completion of Assignment, the Consultant shall submit to the Engineer a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer:

- a. The final value of all Assignment completed in accordance with the Contract up to the date stated in such Completion Certificate;
- b. Any further sums which the Consultant considers to be due; and
- c. An estimate of amounts which the Consultant considers will become due to him under the Contract.

Estimated amounts shall be shown separately in such statement at Completion.

8.9. Discharge

Upon submission of all the deliverables/ stages to the Final Acceptance of the Client, the Consultant shall give its final invoice to the Client, with a copy to the Engineer, a written discharge confirming that the total of the full and final settlement of all monies due to the Consultant arising out of or in respect of the Contract.



8.10. Interest on Delayed Payments

If the Client has delayed payments beyond forty five (45) days after the submission and approval of invoice by the Engineer of Client, as per the agreed schedule of payment by the Consultant and such delay is not attributable to the Consultant, interest @ 9% per annum shall be paid to the Consultant for each day of delay. The Consultant shall submit invoice only after receiving approval from the Client for each Stage of Services.

8.11. Valuation at Date of Termination

The Engineer shall, as soon as may be practicable after any such entry and termination by the Client, fix and determine exparte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a. what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Consultant in respect of the Assignment then actually done by him under the Contract.

8.12. Resolution of Dispute

- 8.12.1 Any difference or dispute arising out of or in relation to the contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Engineer in Charge of the Client and the Authorised representative of the Consultant. If they fail to resolve the dispute within 30 days, the CEO or MD of the Parties or the Senior Officers authorised by the Management of the respective parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- 8.12.2 In case of dispute is not resolved amicably by them within 30 days or in case of failure of amicable settlement, then the matter will be referred to Arbitration by a sole Arbitrator to be appointed by the Managing Director of the Client. The Managing Director will provide a list of three persons out of which the Consultant may select one who will be appointed as the sole Arbitrator.
- 8.12.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award made by the sole arbitrator shall be final and binding on the Parties.



8.12.4 The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Gandhinagar, Gujarat. The Courts at Gandhinagar, Gujarat shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.

9. NOTICES

9.1. Notice to Consultant

All certificates, notices or instruction to be given to the Consultant by the Client or the Engineer under the terms of the Contract shall be sent by Registered post, cable, telex or facsimile transmission to, or left at, the Consultant's principal place of business or such other address as the Consultant shall nominate for that purpose.

9.2. Notice to Client and Engineer

Any notice to be given to the Client or to the Engineer under the terms of the Contract shall be sent by Registered post, cable, telex or facsimile transmission to, or left at, the respective addresses nominated for that purpose in the Special Conditions of Contract.

9.3. Change in Address

Either party may change a nominated address to another address in the Country where the Services are being executed by prior notice to the other party, with a copy to the Engineer, or the Engineer may do so by prior notice to both parties.

9.4. Changes in the Constitution of Entity to be notified

In the case by partners, any change, prior to reconstitution notified by the Consultant to the Engineer for his information well in advance. In that event, the parties shall decide how to continue the contract.



10. CHANGES IN COST AND LEGISLATION

10.1. The Contract Price being inclusive of all taxes, duties, levies etc. The Consultant shall be reimbursed payment of only new taxes if any freshly imposed by the legislator/ likewise, appropriate deduction shall be made if any of the existing taxes are abolished or withdrawn.

11. Fraud and Corruption

The Consultant have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Consultant.

12. CONFIDENTIALITY

The Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, the information, documents, technical data, scripts, and know-how given to him by the Client without the prior written consent of the Client.

The Consultant, their representative and their personnel of either of them shall not until 5 years after expiry of the term, disclose any proprietary or confidential information relating to the Services, the Contract or the business or operations of the Client without the prior written consent of the Client. This obligation shall not apply to information:

- a) which is or becomes available to the public other than by breach of the Contract; or
- b) which is in or comes into the possession of the receiving Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or
- c) which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible;

Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of



them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

13. Relationship of Parties

The relationship of parties under this Agreement is on “Principle to Principle basis”. The Consultant shall provide, carry out and perform the Services under this Agreement, as an independent Consultant.. The execution of the Assignment or the performance of the Services under the contract, shall not be construed to create or intend to create a partnership, or a joint venture or Client employee relationship between the Parties.”

14. Force Majeure

14.1 Definition

For the purposes of the Contract, “**Force Majeure**” means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the government, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

14.2 No Breach of Contract

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

14.3 Extension of Time due to Force Majeure

If performance of obligations hereunder is affected by a Force Majeure incident, the affected Party shall notify the other Party in writing within fourteen (14) days from the occurrence of the incident with sufficient proof thereof. Any period within which a Party is prevented from completing any action or task, shall be extended for a



period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

14.4 Payments

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Consultant for Services performed prior/ up to notice of such Force Majeure incident including, the works in progress, mutually agreed by both the parties.

14.5 Suspension of Assignment by the Client due to Force Majeure or otherwise

If the Client suspends this Assignment through no fault of itself or due to factors beyond the control of the Client (including Force Majeure), the Client shall notify the Consultant in writing within thirty (30) days. When the Assignment is resumed within six (6) months and there are no modifications, the Contract shall continue to be in vogue, and the Consultancy Fees shall not be changed. The Client shall provide for the Consultant a reasonable period of time for the resumption of the Services. In case the suspension is beyond six months period, the parties would mutually decide on the time for remobilization. The compensation to the Consultant would be mutually decided and agreed upon.

15. Governing Law

The law governing the Contract shall be Laws of India and courts at Gandhinagar shall have exclusive jurisdiction.



16. Modification

- 16.1.** Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Consultancy Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.
- 16.2.** Any change, modifications or re-work carried out owing to the errors or omissions based on technical due-diligence of data and information collected by the Consultant and any incidental service necessary for completeness of such work shall not be deemed as Additional Services no matter how material or substantial the revisions or additions are or no matter whether the report has been approved by the Client or not. The entire responsibility of technical due diligence of data and information for carrying out the Services shall rest with the Consultant.
- 16.3.** For any Additional Services provided by the Consultant at the request of the Client, the Client shall pay the Consultant additional fees as may be mutually agreed in writing. This will be in addition to the Consultancy Fees agreed in the Contract.
- 16.4.** No sub-contracting/ sub-consulting shall be permitted without prior written consent of the Client. However, the prime responsibility rests with the Consultant for any of the tasks and activities that are performed by their sub-consultant.

17. Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. Appointing such members or the Personnel not listed by name in RFP Document; and
- b. Any other action that may be specified in the SCC.

18. Reporting Obligations



- 18.1.** The Consultant shall submit to the Client, the reports and documents specified in RFP Document and number in the form and within the periods set forth in RFP Document.
- 18.2.** The Client has appointed Engineer-in-charge/ Engineer as Client's Representative to undertake review of the Consultant's work as per the Contract,
- 18.3.** The Services as per RFP Document may be reviewed by the Client. The Consultant shall submit all reports and documents as specified in RFP Document to the Client. The Consultant would also be required to make presentation on the progress of works before Client's Representative and incorporate the comments/suggestions.

19. Consultant's Representations and Warranties

Consultant represents and warrants to the Client that:

19.1. Corporate Existence and Power

The Consultant (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter into and execute the Contract.

19.2. Authorization, No Contravention

The execution, delivery and performance by the Consultant of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Consultant (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Consultant, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Consultant, enforceable against the Consultant in accordance with its terms.

19.3. Litigation

There are no contractual or tortuous or any other claims pending against the Consultant or that have been threatened in arbitration or before any judicial authority against the Consultant which could have an adverse effect on their ability to perform their Services under the Contract.

19.4. Expertise of the Consultant



The Consultant have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Consultant alone shall be responsible and liable for any consequences arising from their incorrectness.

20. Location

- 20.1.** The Assignment shall be carried out and performed by the Consultant as per the terms of this Agreement;
- 20.2.** The Consultant shall in normal course attend meetings in Gandhinagar or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GoG and Technical Advisory Committee as may be considered necessary by the Client.

21. Authorized Representatives

- 21.1.** Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or by the Consultant may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

22. Term and Expiration of Contract

- 22.1.** Unless terminated earlier, the Term of the contract shall commence from the effective date of the Contract upto the period given in the SCC.



23. Consultant's Personnel

23.1. The Consultant guarantees that the proposed Key Professionals of the Consultant as mentioned in RFP Document for this Assignment will be available throughout the duration of the Assignment. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the Key Professionals, the Consultant shall at the Client's request specifying the grounds therefore, forthwith provide as a replacement a Professional with qualifications and experience acceptable to the Clients. Any proposed substitute shall have equivalent or better qualifications and experience than the original Professional.

24. Obligations of the Client

24.1. Services and Facilities

The Client shall, on best effort basis, make available to the Consultant the information, documents and facilities required for satisfactory completion of this Assignment as may be available with it.



24.2. Obligations of the Client

- 24.2.1. The Client shall facilitate the Consultant by providing all the necessary support and arrangements to procure data and information.
- 24.2.2. The Client shall designate an Engineer/ representative to render decisions on behalf of the Client and to exercise duties and obligations of the Client as, may be delegated to him and to deal with matters in relation to the Assignment.
- 24.2.3. The Client shall render written decisions as early as reasonably possible, but not exceeding 15 (fifteen) Business Days at the maximum after receiving written documents submitted by the Consultant that require the decision of the Client in order to avoid delay in the progress of the Consultant's Services.
- 24.2.4. The Client shall review the documents provided by the Consultant as early as possible and provide decisions and replies to avoid any delay in the progress of the Services. The Client shall immediately notify the Consultant in writing in the event it becomes aware of any non conformance of the documents with provisions of the Contract.
- 24.2.5. The Client shall consult with the Consultant before issuing interpretations of documents prepared by the Consultant.
- 24.2.6. The Client shall provide to the Consultant and/or its agents access to the Site for execution of Services under the Contract.

25. Fee for Additional Services

- 25.1. Fee for Additional Services, if required by the Client, shall be determined keeping in view the fee as indicated by the Consultant in its proposal in response to the RFP Document and wherever specific rates are not provided, applicable market rates as mutually arrived and agreed upon, may be considered. However, the Additional Services upto 10% of the Consultancy Fee shall be included in the Consultancy Fee.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Section 3: SPECIAL CONDITIONS OF CONTRACT



Section 3: SPECIAL CONDITIONS OF CONTRACT

1. Interpretation of the Clauses of Special Conditions

The Clauses and Sub-clauses under Special Conditions of Contract shall prevail over the relevant clauses and sub clauses of Section 2 (General Conditions of Contract), in case there are any inconsistency or discrepancies between the two.

2. Client, Engineer and Engineer's Representatives

Reference to the clause 1.1 of Section 2 (General Conditions of Contract):-

2.1. The Client is:

GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL)

(Represented through its Sr. VP (Procurement & Contracts))

EPS Building No. 49A, Block No.49,

Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

Tel.: +91 79 61708300

2.2. The Engineer-in-Charge is: CFO

2.3. The Engineer is: Sr. Vice President (F&A)

Engineer's Representatives, shall include authorized representatives appointed by the Client or Engineer-in-charge or the Engineer.

Any communications given by the Engineer's authorized representatives designated above shall have the same effects as though it had been given by the Engineer.

3. Scope of Work

As per Section 4 – Term of References

4. Commencement and Completion

01 (One) Year from the date of issuance of Notice to Proceed or as mentioned therein.

Contract period maybe extended for further 01 (One) year of mutual agreed terms.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

5. ~~Performance Security (Not Applicable)~~

~~The Consultant/Agency shall provide Performance Security within 15 days after the receipt of the Letter of Appointment in accordance with Clause 4.5 of Section 2 (GCC). The performance security shall be in the form of an unconditional and irrevocable bank guarantee/FDR issued by any Scheduled Commercial Bank located in India in the prescribed format as per following:~~

- ~~i. Performance Security shall be 5 % (Five percent) of Contract Price.~~
- ~~ii. Performance Security shall be valid until the completion and commissioning of the Assignment plus three months.~~

Clients Bank Details - GIFTCL

Beneficiary Name : Gujarat International Finance Tec-City Co. Limited
Name of Bank : Canara Bank
Address : MCB Ashram Road, Neptune Tower,
Ashram Road, Opp. Nehru Bridge, Ahmedabad-
380009
A/c Number : 70081010006950
IFSC Code : CNRB0017010

6. ~~Period of validity of Performance Security~~

~~The Performance security shall be valid until the successful completion of Assignment duration plus three (3) months. No claim shall be made after the issue of completion certificate and the Performance Security shall be returned to the Consultant within 14 days, after the successful completion of contract by the Consultant.~~

7. ~~The risks and the coverage shall be as follows (Not Applicable)~~

~~Reference to clause 5.1 of Section 2 (GCC) the Consultant shall take-~~



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

~~7.1. Professional liability insurance, with a minimum coverage of the amount equivalent to the Consultancy fees. Such insurance shall be on each and every claim basis in respect of which insurance shall be provided to an aggregate indemnity limit. The liability of the Consultant under or in connection with this Assignment whether in contract for breach of statutory duty, tort negligence or otherwise howsoever arising, shall not exceed total consultancy fee. The Consultant shall have no liability under, or in connection with the Assignment after the expiry of 3 year from the date of completion of the term. The Consultant shall have no liability in respect of (a) any loss of investment, loss of contract, loss of production, loss of profits, loss of time or loss of use; and or (b) any consequential or indirect loss sustained by Client.~~

~~The Consultant shall take the insurance and shall provide evidence to the Client, showing that such insurance has been obtained, maintained and that the current premiums have been paid.~~

8. PAYMENTS TO THE CONSULTANT

8.1. All payments made under the Contract will be in Indian Rupees (INR) only

8.2. The Consultancy Fee payable to consultant shall be paid according to the deliverables / stages as set out in the Scope of Services in Section 4 (Terms of Reference) and upon acceptance and approval of respective deliverables by the GIFTCL.

8.3. The Prices and rates, etc. quoted by the Bidders in the Financial Bid shall be exclusive of GST, which will be paid by GIFTCL separately. All other taxes, duties, charges, levies, cess and all other cost, charges and expenses including travelling, out of pocket expenses and/or any other expenses of whatsoever nature, to carry out, perform and complete the Assignment shall be included in the Contract Price.

9. Time for Payment (GCC Clause No. 8.2 & 8.8)

i. Amount due to the Consultant shall be paid within 28 days of the receipt of the invoice and accepted by the Client, unless otherwise stated in this RFP document.

ii. Not Applicable.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

10. Liability

- 10.1 Reference to Clause no. 5.5.1 – Section 2 of GCC , the Consultant’s liability towards Client under or in connection with the Assignment under the contract whether for breach of obligations, tort, negligence or otherwise howsoever arising, shall not exceed total amount of the Consultancy Fee.
- 10.2 The Consultant shall be solely responsible for any loss or damage due to accident caused to the life and property of the Consultant including its employees, workers, representatives, agents etc. during the execution of the Assignment and in no case the GIFTCL shall be liable/ responsible for the ‘same.



11. Periodic reports by the Consultant

The Consultant shall prepare and submit fortnightly its progress reports in such form, detail and manner as acceptable to the Engineer.

12. Periodic reports by the Consultant

The Consultant shall prepare and submit fortnightly its progress reports in such form, detail and manner as acceptable to the Engineer.

13. Liquidated Damages in case of Delay or Non-Performance or Failure to Perform

13.1 The payment shall be disbursed to the Consultant only after acceptance of the respective deliverable by the Engineer appointed by the Client or the Client's representative.

13.2 In case of delay in providing Services or non-performance or failure to perform or delay in mobilization of resources, liquidated damage @ 1% of the Consultancy Fees per week of delay subject to maximum of 10% of total Consultancy Fee shall be charged/ levied by GIFTCL. The Client may recover / deduct the Liquidated damages from the Consultancy Fees or Performance Security or Retention money as the case may be.

13.3 In case of delay in achieving any of the agreed milestones within the relevant time as set forth in the approved work programme for reasons which are not beyond the control of the Consultant, Liquidated Damages shall be levied equivalent to 1% (one percent) per week of delay or part thereof of the value of the Assignment remaining to be completed to achieve the milestone.

13.4 Provided that in case of any delay due to force majeure event or reasons beyond the control of the Consultant, suitable extension of time may be granted for completion of the Assignment.



14. Retention Money- Not Applicable for this Contract

15. Resolution of Dispute

- 15.1. Any difference or dispute or any breach of contract by either party shall first be resolved amicably through mutual discussion and negotiation between the Engineer in Charge of Employer and the Authorized representative of the Consultant.
- 15.2. If the dispute cannot be resolved between the parties with mutual discussion as per clause 8 (a) above within 30 days, the CEO or MD (or their authorized representative) of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavor to resolve the difference in most equitable and justifiable manner.
- 15.3. In case of dispute is not resolved amicably by them within 30 (thirty) days or in case of failure of amicable settlement, then the matter may be referred for Arbitration to a sole arbitrator.
- 15.4. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereof. The Award made by sole arbitrator shall be final and binding on the Parties. The place of the arbitration shall be at Gandhinagar, Gujarat and language of arbitration shall be in English.
- 15.5. The Courts at Gandhinagar shall have exclusive Jurisdiction in the matter.

16. By Notice of the Consultant- Clause no. 7.6.2 of GCC- Not Applicable

17. Extra Work/Additional Service

For any Additional Services provided by the Consultant at the request of the Client, the Client shall pay the Consultant additional fees as may be mutually agreed in writing. This will be in addition to the Consultancy Fees agreed in the Contract. However, the Additional Services/Variation up to 10% of the Consultancy Fee shall be included in the Consultancy Fee, specific to awarded Services only.



Section-4 **Scope of Work/TOR**

Bidder need to provide following services for Gujarat International Finance Tec-city Company Limited (GIFTCL) and GIFT Power Company Limited (GIFTPCL) - GIFT Power Company Limited (GIFTPCL) is 100% subsidiary company of Gujarat International Finance Tec-City Company Limited (GIFTCL).

(A) GST Compliance service and Need based services

- Review of the data provided for tax computation
- Preparation of GST returns based on the data (Monthly, Quarterly, Half Yearly and Annual)
- Advise on the processing of filing of GST returns
- Uploading the data for filing of monthly GST returns
- Advise on disclosure requirements under GST
- Advise on queries with respect to preparation of return, taxability of transaction, availment of credit
- Advise on impact of amendments in indirect tax legislations
- Opinion on GST related issues whenever asked for
- Advise on interest/penalty implications for any procedural compliances

(B) Assistance in preparation of annual return (GSTR 9) and assistance for GST audit

Assistance in preparation of annual return (GSTR 9) :

- Providing the company with a checklist of information required with respect to the GST annual return.
- Advise on the queries with respect to the disclosure requirement in the GST annual return.
- Assistance in preparation of the draft GST annual return in Form GSTR-9
- Providing observations on the GST annual return on the basis of GST returns i.e. GSTR 3B and GSTR 1 filed by the company and reconciliation between inward supplies register and GSTR 2A prepared by the company.
- Advise on any additional tax liability on account of transactions not reported in GSTR 3B and reversal of input tax credits to the extent required.
- Provide draft GST Annual Return for review, approval and filing.

Assistance for GST Audit:

- Review of documents and records maintained under GST regime.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters
(Both Direct and Indirect Tax)

- Review of tax liability disclosed in annual return based on the information provided by the companies.
- Review of availment, distribution and reversal of input tax credit
- Review of exemptions and abatements claimed in the annual return.
- Review of tax positions adopted with respect to valuation of supply, time of supply and place of supply.
- Review of reconciliation between books for accounts and annual return prepared by the companies.
- Review the draft GST Audit Report workings.
- Advise on the queries with respect to disclosure requirements in the GST Audit Report.

(C) **Direct Tax Consultant:**

1. **Corporate Taxation:**

Advisory Services including opinion whenever asked for, Assessment proceedings, Returns (Monthly, Quarterly, Half Yearly and Annual) Appeals before CIT (A), Appeals before ITAT, Conference with Officials/Advocates/Counsels.

2. **TDS Related Services:**

Advisory Services, Verification Services Procedural Compliance, Returns (Monthly, Quarterly, Half Yearly and Annual), Compliance with TDS Notices.

3. **ICDs:**

Pre-implementation, Implementation and Post-Implementation.

4. **International Taxation Related Services:**

Advisory Services, Verification Services, Procedural Compliances, Compliance with TDS Notices and reply, Foreign Payment Certifications.

5. **Transfer Pricing Related Services:**

Advisory Services, Domestic Transfer Pricing: Applicability and related services, International/ Transfer Pricing: Applicability and related services.

(D) **Tax Auditor:**

- Preparing and submitting required audit reports (Form Nos. 3CA/3CB and 3CD).
- Calculation tax depreciation on assets and its compliance.
- Preparation and assessment of ICDs.
- Preparation and filling of Tax returns.
- Preparation of reply to notice of Income Tax department and assist in assessment procedure.



SECTION 5. TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Letter of Proposal
- TECH-2 Particulars of Key Personnel
- TECH-3 Proposed Approach, Methodology and Work Plan, Presentation
- TECH-4 Abstract of Eligible Assignment of the Bidder
- TECH-5 Eligible Assignments of Bidder
- TECH-6 Curriculum Vitae (CV) of Key Personnel
- TECH-7 Financial Data
- TECH-8 Average Annual Financial Turnover
- TECH-9 Letter of authority to seek references
- TECH-10 STATEMENT OF LEGAL CAPACITY
- TECH-11 FORMAT FOR ANTI-COLLUSION CERTIFICATE
- TECH-12 FORMAT FOR PROJECT UNDERTAKING
- TECH-13 FORMAT FOR AFFIDAVIT
- TECH-14 FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EXEMPTION OF BID SECURITY FOR MSE CATEGORY



TECHNICAL PROPRASAL

TECH-I

Letter of Proposal

(On Bidder's letter head)

(Date and Ref)

To,

Sr. Vice President (Procurement & Contracts)

GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED

EPS Building No. 49A, Block No.49,

Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

Sub:

Dear Sir,

With reference to your Bid Document dated ..., I/we, having examined RFP documents and all other relevant Documents and understood their contents, hereby submit our Proposal/ bid for selection as Consultant for at GIFT Project. The proposal is unconditional and unqualified.

1. I/We acknowledge that GIFTCL will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to GIFTCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of GIFTCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- a) I/We have examined and have no reservations to the Bid Documents, including any Addendum which may be issued by GIFTCL;
 - b) I/We do not have any conflict of interest in accordance with the terms set forth in this Bid document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this Biddocument, in respect of any tender or request for proposal issued by or any agreement entered into with GIFTCL or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Bid document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with this Bid document.
 7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GIFTCL [and/ or the Government of India/Gujarat] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Assignment.
 11. I/We agree and understand that the proposal is subject to the provisions of the Bid document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Assignment is not awarded to me/us or our proposal is not opened or rejected.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

12. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the Bid.
13. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
14. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement with GIFTCL for the said Consultancy Services in such manner as set out in the Bid Document.
15. I/We have studied Bid and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by GIFTCL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the Bid and shall be binding on us.
17. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Bid Document.
18. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our Bid is not opened/
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
20. In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document.
21. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

QUALIFICATION INFORMATION

(The information to be filled in by the bidder in the following pages will be used for Clause 1.2 of the Instructions to Bidders. This information will not be incorporated in the Contract)

TECH-2

Particulars of Personnel

Sr.No.	Designation of Personnel	Name	Education Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
1.						
2.						
3.						
4.						
5.						
6.	Other related Experts*(<i>mention</i>)						



TECH-3

**Proposed Approach, Methodology and Work Plan
(Not applicable)**

The proposed approach, methodology and work plan shall be described as follows:

~~1. Understanding of ToR (not more than two pages)~~

~~The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.~~

~~2. Approach & Methodology~~

~~The Bidder shall submit its approach & methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the ToR.~~

~~3. Detailed Work Plan~~

~~The Bidder shall submit its work plan for carrying out this assignment. The Bidder shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.~~



TECH-4

Abstract of Eligible Assignments of the Bidder[#]

S.No.	Name of Project/Assignment	Name of Client	Estimated capital cost of Project/Assignment (Rs. in Millions)	Remarks
(1)	(2)	(3)	(4)	
1.				
2.				
3.				
4.				

[#] The Bidder should provide details of only those projects/assignments that have been undertaken by it under its own name. The Bidder should furnish adequate evidence to support its claim of Eligible Assignments by providing Project Experience Certificate from Client. In case Client's Certificate is not available, Bidders need to state reasons for same and Auditor's Certificate may be provided.

^{##} Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.

^{*} The names and chronology of Eligible Projects/Assignments included here should be reflected in the project/assignment- wise details submitted in TECH-5

Note:

1. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
2. The certification of project experience shall be issued by concerned agency or client. The Bidder should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Projects with valid project experience certificate shall only be considered during evaluation

3. Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder; the details need to be provided for each Entities / Bidders.
4. The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience.
5. The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal



TECH-5

Eligible Assignments of Bidder

Name of Bidder:	
Name of the Project/Assignment:	
Description of services performed by the Bidder firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project/Assignment (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project/Assignment:	

Notes:

1. Use separate sheet for each Eligible Project/Assignment and enclose Project Experience Certificate as described in TECH-4 for each project/assignment.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.



TECH-6

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications

	Name of the Course	Name of the Institute	Year of Passing
Graduation			
Post-Graduation			
Other Courses			

6. Employment Record:
(Starting with present position, list in reverse order every employment held.)

Name of the Firm	Designation	Department	Joining Date	End Date

7. Experience of the Personnel in relevant assignments:

Sr. No.	Project Name	Client Name	Project Location	Activities Performed	Position Held	Start & End Date of work

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature of the Key Personnel)
Place.....

(Seal of the Bidding Firm)

Notes: Use separate form for each Key Personnel



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-7

Financial Data

The bidder shall supply the following information in the format shown:-

Financial Data

Name of Bidder

(a)

(b) Attach audited balance sheet including Auditor's Report for the past five years ending 31st March 2025 for the immediate previous year, Provisional Certificate can also be provided Firms owned by individuals and partnerships Firms, may submit their balance sheet certified by a qualified registered accountant, supported by copies of tax returns.

Summaries assets and liabilities in Indian Rupees for the past three years ending 31st March 2025 from the audited balance sheet.

Financial Information	Year 2024-2025 <i>Rs. In Lakhs</i>	Year 2023-2024 <i>Rs. In Lakhs</i>	Year 2022-2023 <i>Rs. In Lakhs</i>
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Share Capital			
6. Reserves and Surplus			
7. Networth = Share Capital + Reserves and Surplus - Miscellaneous Expenditure - Revaluation Reserves (if any)			



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Financial Information	Year 2024-2025 <i>Rs. In Lakhs</i>	Year 2023-2024 <i>Rs. In Lakhs</i>	Year 2022-2023 <i>Rs. In Lakhs</i>
8. Profit Before Tax			
9. Liquid Assets (i) Cash and Bank Balance (ii) Fixed Deposit Others (Please Specify)			

In case of difference from the audited annual reports, the audited figures will prevail.

- (c) Name, address and telephone, telex and fax numbers of the bidders' bankers who may provide references if contacted by the Client (If necessary, use separate sheets to provide complete banker information).

Banker	Name of Banker	
	Address of Banker	
	Telephone	Contact name and title
	Facsimile	E-mail

- (d) Specify proposed sources of credit line to meet the cash flow demands of the Contract. Provide evidence of access to lines of credit. Enclose credit lines/letter of credit from bank

Source of Credit Line	Amount in Rs.
1.	
2.	



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-8

Average Annual Financial Turnover

Bidders shall provide details in the following format:

	FY 2024-25**	FY 2023-24*	FY 2022-23*
Turnover (from similar type of consultancy service income)			
Profit Before Tax			
Net Worth			

*provide Certificate of Statutory Auditor of the Company

**For the immediate previous year, Provisional Certificate can also be provided



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-9

Letter of authority to seek references

(Bidders shall provide details in the following format on Bidders Letter Head)

To:

Sr. Vice President (P&C),

GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL),
EPS Building No. 49A, Block No.49,
Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

Sub: - A letter of authority to seek references from bankers and previous / existing Employer's/Client.

Name of Assignment- **REQUEST FOR PROPOSAL FOR "Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)".**

Dear Sir,

I/We "**Bidder's Name**" authorized **GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL)** to collect information from our bankers and previous / existing Employer's/Client.

Sign:

Date:

Stamp:



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-10 STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To,

Sr. Vice President (Procurement and Contracts),

GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL),
EPS Building No. 49A, Block No.49,
Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

Dear Sir,

Sub: "REQUEST FOR PROPOSAL FOR "Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)"

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-11 FORMAT FOR ANTI-COLLUSION CERTIFICATE

REQUEST FOR PROPOSAL FOR “Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)”

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this _____ Day of _____, 202_

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-12 FORMAT FOR PROJECT UNDERTAKING

REQUEST FOR PROPOSAL FOR “Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)”

Ref. & Date:

To,

Sr. Vice President (Procurement and Contracts),

GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL),
EPS Building No. 49A, Block No.49,
Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

Sub: REQUEST FOR PROPOSAL FOR “Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)”

We have read and understood the RFP Document in respect of the captioned Assignments provided to us by GIFTCL.

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our RFP we hereby represent and confirm that our RFP is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Gujarat, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 202_.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-13 FORMAT FOR AFFIDAVIT

REQUEST FOR PROPOSAL FOR “Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)”

(Affidavit should be executed on a Non Judicial stamp paper of Rs 300/- or such equivalent document duly attested by Notary Public)

- 1) I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
- 2) The undersigned also hereby certifies that neither our firm M/s.....nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Gujarat (GOG) from participating in any projects.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by GIFTCL to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the GIFTCL.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

TECH-14 FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EXEMPTION OF BID SECURITY FOR MSE CATEGORY

(On Bidders Letter head)

Bid Security Declaration Form

Date: _____

Name of Contract: " _____ " (Bid Ref. No _____)

To,
The Sr. VP (Procurement and Contracts),
Gujarat International Finance Tec-City Company Limited
EPS Building No. 49A, Block No.49,
Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050
GUJARAT STATE, INDIA

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder (Name of the bidder), shall not be withdrawn or modified during the period of validity i.e. not less than 180 days from the date of bid submission date.

I, on behalf of the bidder (Name of the bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the Contract Agreement in case the work is awarded to us or we fail to submit Performance Security and acknowledged Copy of LOI/LOA within stipulated date, then (Name of the bidder) will be suspended for participation in the tendering process for the works of GIFTCL/GIFTPCL for a period of One year from the bid submission date of this work.

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

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of (insert date of signing) Corporate Seal (where appropriate)



SECTION 6

FINANCIAL PROPOSAL



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

Bill of Quantities

Sr. No.	Item Description	Unit	Quantity
Part-A : BOQ for GIFTCL			
1	Consultancy fees Income tax related services	LS	1
2	Consultancy fees GST related services	LS	1
3	Consultancy fees Tax Audit related services	LS	1
4	Consultancy fees GST Audit related services	LS	1
5	Consultancy fees Income tax returns related services	LS	1
6	Consultancy fees GST returns related services	LS	1
Part-B : BOQ for GIFTPL			
1	Consultancy fees Income tax related services	LS	1
2	Consultancy fees GST related services	LS	1
3	Consultancy fees Tax Audit related services	LS	1
4	Consultancy fees GST Audit related services	LS	1
5	Consultancy fees Income tax returns related services	LS	1
6	Consultancy fees GST returns related services	LS	1



**SECTION: 7: BID SECURITY, QUALIFICATION INFORMATION,
STATEMENT OF LEGAL CAPACITY AND SAMPLE FORM OF PERFORMANCE BANK
GUARANTEE (UNCONDITIONAL)**

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ (Name Of Bidder) (hereinafter referred to as “The Bidder”) has Submitted his Bid dated _____ (Date) For “.....” (Contract No.).

KNOW ALL MEN by these presents that we _____ (Name of Bank) of (Name of Country and constitution) having our registered office at _____ (hereinafter referred to as “the Bank”) under this guarantee are bound into GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL) (hereinafter referred to as “the Client”) in the sum of _____ (Insert amount, in words and figures, as designated in Clause 1.13 of the *Instructions to Bidders*) for which payment well and truly shall be made to the said Client by the Bank and the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of ____ 202_

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or,
2. Refuses to accept the correction of his bid; or
3. If the Bidder having been notified of the acceptance of his Bid by the Client during the said period of bid validity.
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

We undertake to pay to the Client the above amount immediately upon receipt of his/its first written demand without any question or contestation and without the Client having to substantiate his/its demand, provided that in his/its demand the Client will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions specifying the occurred condition or conditions.

We further undertake to the Client that the payment under this Guarantee shall be made regardless of any difference and dispute between the Bidder and the Client as to the justifiability and legality about breach of the aforesaid conditions and that a demand from the Client with statement about the breach shall be the conclusive proof of the Bidder having committed breach of any condition of these conditions.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

It shall not be necessary for GIFTCL to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which GIFTCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

This Guarantee will remain in force tilli.e. 225 days form the Last date of bid submission stipulated in Abstract or as may be extended by the Client, notice of which extension(s) to the Bank is hereby waived. This guarantee will be extended in the event of extension of period of validity of the bid, if so requested by the Bidder. Any demand in



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

respect of this Guarantee should reach the Bank not later than the above date or extended date of this guarantee.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of GIFTCL in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

(Signature, Name and Address)



QUALIFICATION INFORMATION

(The information to be filled in by the bidder in the following pages will be used for Clause 1.2 of the Instructions to Bidders)

Format - 1: Organization Documents

- 1.1 Title of Assignment:
- 1.2 State the following:
 - Name of Company or Firm:
 - Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
 - Country of incorporation:
 - Registered address:

 - Year of Incorporation:
 - Year of commencement of business:
 - Principal place of business:
 - Brief description of the Company including details of its main lines of business
 - Name, designation, address and phone numbers of authorized signatory of the Bidder:
 - Name:
 - Designation:
 - Company:
 - Address:
 - Phone No.:
 - Fax No. :
 - E-mail address:
- 1.3 For the Bidder state the following information:
 - (i) In case of non Indian Firm, does the Firm have business presence in India?

Yes/No



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

If so, provide the office address (es) in India.

(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?

Yes/No

(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

(v) Has the Bidder suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment. However, if the bidder feels that inspite of the above he is eligible, he should submit the documentary evidence in support thereof.

1.4 Does the Bidder's firm/company combine functions as a Consultant or adviser along with the functions as a contractor and/or a manufacturer?

Yes/No

If yes, does the Bidder agree to limit the Bidder's role only to that of a Consultant/ adviser to GPCL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?

Yes/No

1.5 Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?

Yes/No



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the Consultant?

Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Consultant/ adviser for GIFTCL only?

Yes / No

(Signature, name and designation of the authorized signatory)
For and on behalf of



VENDOR & CUSTOMER CREATION / INFORMATION FORM

Name of Vendor / Customer :

Address :

Line 2 :

Line 3 :

Pincode :

Contact Number :

Contact Person Name :

Mail ID of contact Person :

Permanent Account Number :

Tax Account Number :

GST Number :

LUT Reference Number (for SEZ) :

Bank Details for RTGS / NEFT

Beneficiary Name :

Bank Name :

Branch :

Branch Address :

Bank Account Number :

IFSC Code :

BSR Code :

MICR Number :

Note: Kindly provide following along with vendor form

- 1) Copy of cancelled cheque / Bank Mandate for mentioned BankAccount
- 2) Copy of PAN Card
- 3) Copy of GST Number Allotted



Format - 2: Details of any Arbitrations / Litigations

Bidders shall provide details of Arbitration proceedings and or Court cases in which the bidders are involved in the past 5 years.

(a) Contract related arbitrations / litigations:

Sr. No.	Name of Contract	Location	Client's Name and Address with Phone No.	Period since under arbitration or litigation	Details of Litigation	Status

(a) Other arbitrations / litigations:

Sr. No.	Details of Litigation	Period since under arbitration or litigation	Disputed Amount	Status



SAMPLE FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
for GIFTCL

To:

Sr. Vice President (P&C)

GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED (GIFTCL)

EPS Building No. 49A, Block No.49,

Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050

WHEREAS _____(name and address of Consultant) (hereinafter referred to as “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns) has undertaken, in pursuance of Contract No. _____) dated _____ for “.....” (Contract No. _____), (hereinafter referred to as “the Contract”);

AND WHEREAS it has been stipulated by you in the Contract that the Consultant shall furnish you with a Bank Guarantee by any Scheduled Commercial Bank located in India for the sum specified therein as Performance Security for due and faithful compliance of his obligation in accordance with the Contract;

AND WHEREAS we have agreed and hereby give you Bank guarantee, as aforesaid.

NOW THEREFORE we hereby affirm that we are the Guarantor and liable to pay you, as an amount, up to a total of Rs. _____ (*amount of Guarantee*) _____(*in words*), notwithstanding anything to the contrary, as contained in the Contract, we hereby agree that your decision as to whether the Consultant has made



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, and we undertake to pay you, upon your first written demand and without any cavil, argument, or contest whatsoever any sum or sums within the limits of _____ (*amount of Guarantee*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. Such sum being payable in Indian National Rupees in which the Contract Price is payable,

We hereby waive the necessity of your demanding the said debt from the Consultant before making the demand from us.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Assignment to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank hereby, unconditionally and irrevocably, guarantees and affirms that in order to give effect to this Guarantee, GIFTCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee;

It shall not be necessary, and the Bank hereby waives any necessity, for GIFTCL to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee;



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by GIFTCL in respect of or relating to the Contract or of the Assignment or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Contract;

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of GIFTCL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank;

We undertake that on receipt of your demand we shall forthwith make payment of sum demanded by you regardless of any difference or dispute the Consultant may have with you on any issue regarding non-performance of the Contract.

The guarantee shall be valid up to _____ or until the 3 (three) months after date of Final Acceptance by the Client, which ever date is later and we undertake to extend this guarantee, if Final Acceptance is not issued within the aforesaid date.

SIGNATURE AND SEAL OF THE GUARANTOR: _____

NAME OF BANK _____

ADDRESS _____

Note: Please note that no additions, deletions or alterations (save and except filling in blanks) regarding the contents of this Form shall be made to the Performance Security to be furnished by the Consultant, If any are made, this Bank Guarantee may not be accepted and shall be rejected by GIFTCL.



POWER OF ATTORNEY

Know all men by these presents, we,(name of Consultant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of.....and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for_____including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to GIFTCL, representing us in all matters before GIFTCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with GIFTCL in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with GIFTCL.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for [_____]and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 202_

For



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

To be executed by the sole Bidder.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 300 (three hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate



SECTION 8

SAMPLE FORM FOR LETTER OF APPOINTMENT, SAMPLE FORM FOR AGREEMENT

LETTER OF APPOINTMENT

Ref:

Date:

KIND ATTN: _____

Sub: - **Letter of Appointment for “_____” in GIFT.**

Ref: 1) Request for Proposal (RFP) No. _____ dated _____;
2) Letter of Proposal No. _____ dated _____;

Dear Sir,

(1) GIFTCL is pleased to inform you that your Proposal for “_____” has been accepted by GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED (GIFTCL). You have been selected as the Preferred Bidder to provide, carry out and perform the services as per the scope of work given in said RFP, for the lump sum Consultancy Fees of Rs. _____/- (Rupees _____ only) subject to your fulfillment of all terms and conditions specified in the RFP document. The total consultancy fees shall be inclusive of all duties, levies, taxes, travelling expenses, out of pocket expenses and/or any other expenses of whatsoever nature but excluding GST. GST will be paid extra as per actual. The payment of the consultancy fee will be as per the terms of the RFP document.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

- (2) You are requested that, within 15 (Fifteen) days of the date of receipt of this Letter of Appointment, you shall:
 - a) provide requisite Performance Security in accordance with the provisions of the General Conditions of Contract for _____./-(Rupees _____ only) being, 5% of the Consultancy Fees in the form of an unconditional bank guarantee issued by any Scheduled Commercial Bank located in India in a form indicated in the RFP document and as may be acceptable to GIFTCL;
 - b) Provide requisite proof of insurance in accordance with the provisions of sub-clause [] of the Special Conditions of Contract of RFP documents; and
 - c) You are required to sign the Consultancy Agreement, in duplicate, prepared by the Client (i.e. GIFTCL) as per Clause_of the Instruction to Bidders.

- (4) After signing of Consultancy Agreement, a separate letter for Notice for Proceed will be issued for the Assignment. Meanwhile you are requested to make necessary arrangements to commence the work for the Assignment.

Please return the duplicate copy of this “Letter of Appointment”, duly signed by your authorized signatory, as your acceptance of this LOA.

Yours faithfully,
For **GUJARAT INTERNATIONAL
FINANCE TEC- CITY COMPANY
LIMITED**

Authorized Signatory

(Company Seal)

Agreed and Accepted

()
Authorized Signatory of

Date: _____

(Company Seal)



SAMPLE FORM FOR AGREEMENT

This Agreement made at Gandhinagar on ____ day of _____, 202_ between **GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED**, a company incorporated under the Companies Act 1956 having its registered GIFT House, Block-12, Road 1-D, Zone-I, GIFT City, Gandhinagar, Gujarat, Pin-382050 (hereinafter referred to as “**GIFTCL**” or “**Client**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and assigns of the **ONE PART**.

AND

¹ _____, a company incorporated under the Companies Act 1956 having its registered office at _____ (hereinafter referred to as the “Consultant”) which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns of the **OTHER PART**

GIFTCL/Client and _____/ Consultant shall hereinafter be individually referred to as a “Party” and collectively as “Parties”.

WHEREAS

1. The Client has issued Letter of Appointment (LOA) vide its Letter No. _____ dated _____ to the Consultant and the Consultant has agreed and accepted the consultancy work for REQUEST FOR PROPOSAL FOR “**Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)**” (RFP Ref. No. _____)” (hereinafter referred to as “the Assignment”) for the lump sum

¹ The constitution to be modified as per the constitution of entity.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

consultancy fee of Rs. _____/-(Rupees _____ only) (hereinafter referred to as the “Consultancy Fee”) inclusive of all applicable taxes, duties, cess, statutory charges levies and any other charges except the Service Tax subject to fulfillment of all terms and conditions specified in the RFP document of the GIFTCL and LOA issued by GIFTCL to the Consultant; and

2. The Consultant has accepted the LOA and is ready and willing to do so and further covenants to execute the Assignment on the terms and conditions as mentioned hereinafter.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions, unless the context otherwise requires, shall have the same meaning as are assigned to them in the General Conditions of Contract and Special Conditions of Contract of the RFP documents. The General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”) including the other documents as mentioned in clause 4 hereinafter of this Agreement shall be deemed to form and be read and construed as integral part of this Agreement.
2. In consideration of the payments to be made by the Client to the Consultant as mentioned hereinabove, the Consultant hereby covenants with the Client to execute and complete the Assignment by the Consultant and remedy any defects therein in conformity with and in all respects as detailed under the provisions of the Bid/RFP and this Agreement.
3. The Client hereby covenants to pay the Consultant, in consideration for the execution and completion of the Assignment and for remedying of defects therein,



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

the Consultancy Fee or such other sum as may become payable under the provisions of this Contract at the time and in the manner as prescribed in this Contract.

4. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz. :
 - (a) The Letter of Appointment (LOA) vide its Letter No. _____ dated
 - (b) The Notice to Proceed;
 - (c) The Bid/ RFP documents;
 - (d) The Contract Data;
 - (e) Instruction to Bidders;
 - (f) The Special Conditions of Contract;
 - (g) The General Conditions of Contract;
 - (h) Terms of Reference (ToR);
 - (i) Technical Specifications;
 - (j) Any other document, not listed and not referred hereinabove, in the bid/ RFP shall form part of this Contract.
5. This Contract shall not be amended or modified except with the prior written consent of the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed through their respective authorized representatives/ signatories on the day, month and year first hereinabove written.



Appointment of Tax Consultancy Firm for Assisting and Providing Services in Tax Matters (Both Direct and Indirect Tax)

SIGNED AND DELIVERED by the within named **GUJARAT INTERNATIONAL FINANCE TEC- CITY COMPANY LIMITED** by the hand of its Authorized Signatory Mr. _____ in the presence of:-

1.

2.

SIGNED AND DELIVERED by the within named _____ by the hand of its Authorized Signatory Mr. _____ in the presence of :-

1.

2.



GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED (GIFTCL)
EPS Building No. 49A, Block No.49,
Zone-IV, Gyan Marg, GIFT City, Gandhinagar-382050
Telephone: +91 79 61708300