



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4051514  
Dated/दिनांक : 07-10-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-11-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-11-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Uttar Pradesh
Department Name/विभाग का नाम	Housing And Urban Planning Department Uttar Pradesh
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Kanpur Development Authority
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	APPOINTMENT OF CHARTERED ACCOUNTANT FIRM SERVICE PROVIDER IN KANPUR DEVELOPEMENT AUTHORITY FOR FINAN (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

**Bid Details/बिड विवरण**

<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	100000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	36

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

FINANCE CONTROLLER

A/C NO. 100037449266 IFSC INDB0000041 BANK NAME INDUSIND BANK KANPUR DEVELOPMENT AUTHORITY, Housing and Urban Planning Department Uttar Pradesh, N/A, (Kda)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**Reserved for Make In India products**

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

FINANCIAL - [1696589003.xlsx](#)

**APPOINTMENT OF CHARTERED ACCOUNTANT FIRM SERVICE PROVIDER IN KANPUR DEVELOPEMENT AUTHORITY FOR FINAN ( 1 sheet )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Renu Pathak	208002,KDA COMPUS MOTIJHEEL KANPUR	1	15

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

### **1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

# **KANPUR DEVELOPMENT AUTHORITY**

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### **Disclaimer**

On the basis of two bid (Technical and financial) system this Custom bid document for **“Appointment of Chartered Accountant Firm as service provider in Kanpur Development Authority, Kanpur”** (hereinafter referred to as the “CA Firm”) contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the BID document is to provide the applicants (hereinafter referred to as “Applicant/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

While all efforts have been made to ensure the accuracy of information contained in this BID document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Kanpur Development Authority (hereinafter referred to as “Client” or “KDA”) or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the BID document.

KDA reserves the right to change any or all conditions/ information set in this BID document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as it may deem fit without assigning any reason thereof.

KDA reserves the right to accept or reject any or all Proposals and/or terminate the BID process at any stage without giving any reasons thereof. KDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this BID Document.

the contact details are:

**SUSHIL KUMAR**  
Finance Controller  
Kanpur Development Authority,  
Kanpur, UP

# KANPUR DEVELOPMENT AUTHORITY

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### 1 Data Sheet

1	Name of the Offer	<b>Appointment of Chartered Accountant Firm's service provider in Kanpur Development Authority</b>
2	Time-period of contract	FY 2023-24 (remaining period) and FY 2024-25, FY 2025-26
3	Method of selection	Lowest financial cost based (after qualifying technical bid)
4	Processing Fee	NIL
5	Earnest Money Deposit (EMD)	Deposit of EMD as refundable amount of INR 1,00,000/- (through RTGS/ NEFT only)in the bank account and security deposit 3% of total work awarded. INDSUIND BANK, BRANCH SWAROOP NAGAR A/c No.100037449266 IFSC:INDB0000041
6	Nodal person for addressing queries and clarifications	<b>Finance Controller</b> Kanpur Development Authority, Kanpur, UP
7	Bid Validity Period	90 days from Offer Due Date
8	Bid Language	English
9	Proposal Currency	INR
10	<b>Schedule of Process through GEM.</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date	
	Bid Start Date	
	Bid End Date	
	Opening of Technical Bid	
	Opening of Financial Bid	Will inform later after evaluation of Technical Bid
	Issuance of Letter of Award (LOA)	Within 15 days after finalisation of financial bid process.
11	Consortium/JV to be allowed	No

### 2 Terms of reference

Kanpur Development Authority, Kanpur invites custom bid through Gem portal on two bid system from experienced chartered accountant firms for appointment as service provider for carrying out various

# **KANPUR DEVELOPMENT AUTHORITY**

## **KANPUR**

financial and accounting work namely Maintenance & supervision of accounts as per account manual, Preparation of Income & Expenditure account and balance sheet, E-filing of TDS quarterly return 24Q & 26Q, Preparation of Form 16 of Employees and form 16A of contractors, GST compliance and filling of return etc.

### **2.1 Scope of services**

Scope of Services for the Chartered Accountant Firm: (Period FY 2023-24 remaining period and FY 2024-25 & 2025-26.

Preparation of DCR/ MPR/ Bank Books/ Monthly & By-monthly reports in prescribed format by

data entry of daily income and expenditure on the basis of accrual based double entry accounting system after verification/maintenance of immovable properties of authority.

1. Reconciliation and adjustment of all bank accounts of Authority.
2. Preparation of final accounts/ Balance Sheet/ Tax Audit of Authority after reconciliation of various advance and filling of Income Tax Return.
3. Preparation of income & expenditure accounts of different schemes of authority under RERA and providing certificates as and when required.
4. E-filing of TDS quarterly return/revised return (24Q & 26Q) for the TDS deducted from employees, contractor, suppliers and allottees.
5. Checking of Income Tax Memo of officers and employees of the authority and preparation of annual Form 16 and quarterly Form 16A for contractor & Suppliers.
6. Computation and preparation of details of GST payable on different sources of income and deductible at source from expenditure of the authority and e-filing of returns as required. i.e. GSTR 1, 3B, 7 & 9.
7. Scheme wise preparation and computation of GST payable on amount deposited by different allottees in different schemes, maintenance of accounts of allottees and GST input credit available on different projects of development and construction. Monthly report preparation scheme wise GST payable after adjustment of Input credit received on expenditure.
8. Any examination/ opinion on any matters asked by the authority time to time.
9. Representation of authority in the income tax cases before Assessing Officer/ CIT Appeal etc.
10. Representation of authority in the income tax cases before Income Tax Tribunal/High Court etc.



# **KANPUR DEVELOPMENT AUTHORITY**

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### **3 Selection process.**

#### **3.1 Technical Eligibility Criteria.**

1. Chartered Accountant firm should be registered with Institute of Chartered Accountants of India at least 10 year or more. Registration certificate from ICAI should be submitted.
2. CA firm should have Two fellow Chartered Accountant out of which One should have experience of similar work as mentioned in scope of work for at least ten years. Membership certificate from ICAI should be submitted.
3. CA Firm should have cumulative turnover of Rs. 50.00 Lacs in last two financial year i.e. FY 2020-21 & 2021-22. Copy of ITR, 26AS and Audited Balance Sheet should be submitted.
4. CA Firm should have experience of similar work as mentioned in scope of work for Five Years in similar organizations like Development authority/ Municipal corporation/ Central Govt./Central Govt. undertaking/ State Govt./ State Govt. undertakings. Copy of Work orders/ Experience certificate should be submitted.
5. CA firm have to provide full time Chartered accountant having experience of similar work for at least 5 years and 5 experienced assistants having good knowledge of working in similar organizations like Development authority/ Municipal corporation/ Central Govt./Central Govt. undertaking/ State Govt./ State Govt. undertakings. Copy of Work orders/ Experience certificate should be submitted.
6. CA firm should have a well established office with dedicated staff in Kanpur before the award of Agreement, so that services of CA firm can be obtained as and of when required in the interest of Authority Before signing of the agreement it is mandatory for successful bidder to open a well established office in Kanpur Nagar.
7. The firm should deposit Rs. 1,00,000.00 (one lac) as earnest money. The money should be deposited through RTGS/NEFT in IndusInd Bank Swaroop Nagar Kanpur A/c no. 100037449266 IFSC- INDB0000041. The proof of submission should be duly attached with the proposal.
8. The scope of work can be change/ revised as per the requirement of Authority.
9. The Authority reserved all the rights to cancel the work order or forfeit earnest money in case of any delay/ unsatisfactory work by the CA firms.
10. PAN No. and GST Registration are mandatory, Should be submitted.

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11. Bidder is not black listed in any form by Comptroller and Auditor General of India or any other Competent Authority, should be submitted on notarized affidavit on Rs. 10/- non judicial stamp paper.

12. The bidder who qualifies the technical bid is eligible for financial bid process.

### 3.2 Financial Evaluation

1. The financial offer sheet/template is provided with the offer which should be filled by the participating CA firms in two parts. One is for accounting / taxation services and second is for Income Tax Cases work. Financial bid proforma is attached.
2. KDA shall compare the evaluated costs of all responsive and qualified Offers to determine the Bid that has the lowest evaluated cost in all defined scope of works jointly, not separately.
3. The CA Firm should clearly mention the total price as per scope of work in the attached financial format in words and figures both exclusive of all taxes.

### Financial Implication of scope of work

#### Part-A

S.No	Description	Frequency/Mode	Rate in INR (Exclusive of GST/Taxes)
1	Preparation of DCR/ MPR/ Bank Books/ Monthly & By monthly reports in prescribed format by data entry of daily income and expenditure on the basis of accrual based double entry accounting system after verification / maintenance of immovable properties of authority.	Monthly	
2	Reconciliation and adjustment of all bank accounts of Authority.	Monthly	
3	Preparation of final accounts/ Balance Sheet/ Tax Audit of Authority after reconciliation of various advance and filling of Income Tax Return.	Annual	
4	Preparation of income & expenditure accounts of different schemes of authority under RERA and providing certificates as and when required.	Quarterly	
5	E-filing of TDS quarterly return/ revised return (24Q & 26Q) for the TDS deducted from employees, contractor, suppliers and allotees.	Quarterly	
6	Checking of Income Tax Memo of officers and employees of the authority and preparation of annual Form 16 and quarterly Form 16A for contractor & Suppliers.	Annual	

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7	Computation and preparation of details of GST payable on different sources of income and deductible at source from expenditure of the authority and e-filing of returns as required. i.e. GSTR 1,3B,7&9.	Monthly	
8	Scheme wise preparation and computation of GST payable on amount deposited by different allottees in different schemes, maintenance of accounts of allottees and GST input credit available on different projects of development	Monthly	
9	Any examination/ opinion on any matters asked by the authority time to time as required	Per File	
10	Representation of authority in the income tax cases before Assessing officer/CIT Appeal etc.	Per Assesment Year	
11	Representation of authority in the income tax cases before income Tax Tribunal/High Court etc.	Per Assesment Year	
		GRAND TOTAL	

# KANPUR DEVELOPMENT AUTHORITY

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### TERMS AND CONDITION

#### **1. PERFORMANCE INDICATOR :**

Performance of the contract would be judged on overall basis, interalia taking the following parameters into consideration: -

- (i) Attendance and punctuality of personnel deployed to provide Services.
- (ii) Status and quality of task performed.
- (iii) Number of breakdowns in the Services.
- (iv) Inter-personal and behavioral problems observed.
- (v) Undesirable actions observed which may cause or may have caused financial and reputation loss to the Institute.
- (vi) Complaints received

#### **2. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:**

- (i) The Successful bidder shall provide all the Services as per the Scope of work. The Successful bidder shall provide such Services on all working days.
- (ii) The Successful bidder shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personnel to this effect.
- (iii) The manpower deployed by the Successful bidder for carrying out the services under the terms of the contract shall be employees of the Successful bidder. No relationship of master and servant is created between the deployed manpower and the Institute under this contract as same will be on principal-to-principal basis. These personnel shall have no claim whatsoever, to be treated as employees of the Institute.
- (iv) The Successful bidder is overall responsible for the good conduct and character of the manpower deployed. Successful bidder is expected to be duly diligent to carry out background check of every manpower before deploying it with the Institute and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful bidder.

#### **3. CONSIDERATION/ COMPENSATION/PAYMENT:-**

- (a) The Successful bidder shall submit monthly bill in duplicate to the Institute for the Services rendered by the Successful bidder in the preceding month. The payment shall be released after satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.
- (b) The Successful bidder shall submit bills complete in all respect by the second week of every month. Subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the Successful bidder within 30 days from the date of receipt of bills, submitted along with proofs of payment.

# **KANPUR DEVELOPMENT AUTHORITY**

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#### **4. CONTROL & SUPERVISION OF SUCCESSFUL BIDDER'S PERSONNEL:**

- (a) The Successful Bidder shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of the personnel deployed in the Institute's premises.
- (b) In the event of the work carried out by the Successful Bidder or its personnel if being not found satisfactory, the Successful Bidder upon advice, directions or orders from the Institute shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.

#### **5. Miscellaneous Liability/Responsibility:**

- (a) The Successful Bidder shall not indulge any information confidential or otherwise that it may come across. The Successful Bidder has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. It is specifically made clear to the Successful Bidder that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right on the Successful Bidder and or for its personnel, including the right to tenancy, sub-tenancy etc.
- (b) The Successful Bidder and their staff/personnel shall follow the instructions/directions/orders/rules and regulations of the Institute in force or as amended from time-to-time by the competent authority of the Institute or officer nominated by the Institute or Nodal officer of the Institute. The Successful Bidder on the direction, orders or advice of the Institute will be under mandatory obligation to change the personal immediately.

#### **6. VALIDITY OF TENDER:**

The initial validity of the offer made in tender document is 90 days from the date of opening of the technical bid. At the behest of the Institute the Successful Bidder shall increase the validity period of his offer subject to a maximum of another ninety days.

#### **7. COMMENCEMENT OF WORK:**

The Successful Bidder is required to sign the Agreement and start the work within Fifteen days from signing of the Agreement. In case it is found that the work has not been taken up within fifteen days from the date of signing the Agreement, the Institute at its sole discretion may cancel the same and blacklist the successful bidder, as the case may be.

# **KANPUR DEVELOPMENT AUTHORITY**

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### **8. PERIOD OF CONTRACT AND ITS RENEWAL:**

- (a) The life of the contract shall be for a maximum period of 03 (three) years for the FY 2023-24 (remaining period) and FY 2024-25, FY 2025-26.
- (b) In the first instance, the contract would be for a period of one year. Thereafter, the contract shall be renewed for further periods of one year each, on the request of the contractor, made in writing at least three months before the date of expiry of the period of contract, or the extended period of contract, as the case may be, and upon receipt of satisfactory performance report, on such request and need of the Institute.
- (c) Each renewal of contract shall be made on the same terms and conditions on which the initial agreement has been entered into.
- (d) Subject to other conditions of the contract, the minimum period for running of the contract is 1 (one) year, during which the successful tenderer cannot withdraw from its obligations under the contract.

### **9. TAXES AND DUTIES:-**

- (a) Statutory levies like GST TDS, Income Tax deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the Successful Bidder.
- (b) GST and other taxes, as applicable from time to time, shall be paid extra to the successful tenderer.

### **10. SECURITY DEPOSIT: -**

- (a) The service provider/successful tenderer shall submit security deposit equivalent to 3% of the total work awarded, having validity of 36 months. The service provider/successful tenderer shall ensure the extension of its validity for further period, if the contract is extended.
- (b) The security deposit may be made in the form of Bank Guarantee or Fixed Deposit of any Scheduled Bank, drawn in favor of 'FC, Kanpur development authority'.
- (c) The security deposit shall be released, or refunded, as the case may be, only upon expiry of a period of 6 (Six) months after the expiry of the contract or its termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said Security Deposit.

### **11. TERMINATION OF AGREEMENT:**

After giving opportunity of being heard to the successful tenderer, in a summary proceeding, the Institute may terminate the contract in the event of:-

- (a) Breach of any of the terms and conditions of this contract.
- (b) Any document or information uploaded by the successful tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- (c) The successful tenderer submitting to the Institute materially false or incorrect reports.

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- (d) The successful tenderer fails to observe agreed service standards or fails to provide Services in conformity with Institute; instructions or procedures or protocol.
- (e) The presentations and declarations made by the successful tenderer before entering into the contract with regards to its performance of Services, functions etc., are found to be false and misleading.
- (f) In case of any dispute the decision of V.C. of K.D.A. will be final in this regard.

### **12. GOVERNING LAW&JURISDICTION: -**

The law of India shall apply to the Contract arising out of bid. In case of any dispute between the parties, the same shall be adjudicated and decided by the Courts at Kanpur nagar, which shall have exclusive jurisdiction in all matters arising out of the contract.

### **13. ASSIGNMENT:-**

Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

### **14. ACTS OF GOD & OTHERS: –**

Neither party to the Agreement shall be responsible for any delay in performance of any terms and conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

### **15. Stamp Duty:-**

Stamp duty liable on Agreement shall be borne by the Successful bidder.

### **16. Indemnity**

Chartered Accountant Firm shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep Institute, its members, officers, directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm / Chartered Accountant Firm or by its staff, agents or sub-contract in relation to the performance or otherwise of the services to be provided under the Contract or any penalty levied by any authority or department due to negligence of the successful bidder.

### **17. Assigning to others**

Chartered Accountant Firm shall not, without the prior written consent of Institute Assign or transfer or cause to be assigned or transferred, whether actually or as the Result of takeover, merger or other changes of identity or character of the firm of Chartered Accountant Firm, any of its rights or obligations under the Contract of any Parts, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by Institute.

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**ACCEPTANCE**

- 1- I ----- son of ----- resident of -----  
-----who is Partner of M/s-----  
----- have read and understood the contents of the foregoing sections with sound mind and without any pressure from any quarter. If any document or information uploaded with tender/bid is found forged or fabricated at any time, K.D.A. kanpur has full right to forfeit my/our EMD and Security Deposit and cancel the agreement.
- 2- I am putting my signature and seal of the organization, as a token of acceptance to the above.

Signature.....  
Name.....  
Designation.....  
Seal.....

Date  
Place



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### Performa of Technical Bid

Sl.no	Particulars	Details	Page no.
1.	Name of Partnership Firm		
2.	Name of Partners		
3.	Name and address of the person legally authorized to sign the agreement in case of partnership firm.		
4.	Permanent Address:		
5.	Telephone and mobile No. (Head and branch Office)		
6.	Email id:- Website:-		
7.	Name and mailing address of partners with their mobile nos.		
8.	Details of Earnest Money Deposit (EMD) UTR No.                      Date		
9.	PAN No.		
10.	Registration Certificate of GST		
11.	Bidders must upload the Acceptance in the format given in tender document		
12.	<b>Details required for refund of EMD:</b> UTR No. Date Banker's name Branch name IFSC Bank Account no.		
13.	Chartered Accountant firm should be registered with Institute of Chartered Accountants of India at least 10 year or more. Registration certificate from ICAI should be submitted.		
14.	CA firm should have Two fellow Chartered Accountant out of which One should have experience of similar work as mentioned in scope of work for at least ten years. Membership certificate from ICAI should be submitted.		
15.	CA Firm should have cumulative turnover of Rs. 50.00 Lacs in last two financial year i.e. FY 2020-21 & 2021-22. Copy of ITR, 26AS and Audited Balance Sheet should be submitted.		
16.	CA Firm should have experience of similar work as mentioned in scope of work for Five Years in similar organizations like Development authority/ Municipal corporation/ Central Govt./ State Govt. undertakings. Copy of Work orders/ Experience certificate should be submitted.		

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17.	CA firm have to provide full time Chartered accountant having experience of similar work for at least 5 years and 5 experienced assistants having good knowledge of working in similar organizations like Development authority/ Municipal corporation/ Central Govt./ State Govt. undertakings. Copy of Work orders/ Experience certificate should be submitted.		
18.	CA firm should have a well established office with dedicated staff in Kanpur before the award of Agreement, so that services of CA firm can be obtained as and of when required in the interest of Authority Before signing of the agreement it is mandatory for successful bidder to open a well established office in Kanpur Nagar.		
19.	The firm should deposit Rs. 1,00,000.00 (one lac) as earnest money. The money should be deposited through RTGS/NEFT in IndusInd Bank Swaroop Nagar Kanpur A/c no. 100037449266 IFSC- INDB0000041. The proof of submission should be duly attached with the proposal.		
20.	Bidder is not black listed in any form by Comptroller and Auditor General of India or any other Competent Authority, should be submitted on notarized affidavit on Rs. 10/- non judicial stamp paper.		

Note: All the pages of tender document and its enclosures must be numbered and signed with stamp.

\*Bidder must attached required document and mention yes or No in “Coloum No. details” and mention page no. in “coloum No” “Page No.”

**Signature of the Bidder  
With address and seal**

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**Financial Bid**

**Part-A**

<b>S.No</b>	<b>Description</b>	<b>Frequency/Mode</b>	<b>Rate in INR (Exclusive of GST/Taxes)</b>
1	Preparation of DCR/ MPR/ Bank Books/ Monthly & By monthly reports in prescribed format by data entry of daily income and expenditure on the basis of accrual based double entry accounting system after verification / maintenance of immovable properties of authority.	Monthly	
2	Reconciliation and adjustment of all bank accounts of Authority.	Monthly	
3	Preparation of final accounts/ Balance Sheet/ Tax Audit of Authority after reconciliation of various advance and filling of Income Tax Return.	Annual	
4	Preparation of income & expenditure accounts of different schemes of authority under RERA and providing certificates as and when required.	Quarterly	
5	E-filing of TDS quarterly return/ revised return (24Q & 26Q) for the TDS deducted from employees, contractor, suppliers and allottees.	Quarterly	
6	Checking of Income Tax Memo of officers and employees of the authority and preparation of annual Form 16 and quarterly Form 16A for contractor & Suppliers.	Annual	
7	Computation and preparation of details of GST payable on different sources of income and deductible at source from expenditure of the authority and e-filing of returns as required. i.e. GSTR 1,3B,7&9.	Monthly	
8	Scheme wise preparation and computation of GST payable on amount deposited by different allottees in different schemes, maintenance of accounts of allottees and GST input credit available on different projects of development	Monthly	
9	Any examination/ opinion on any matters asked by the authority time to time as required	Per File	

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**Part-B**

<b>S.No</b>	<b>Description</b>	<b>Frequency/Mode</b>	<b>Rate (in (Exclusive of GST/Taxes)</b>
1	Representation of authority in the income tax cases before Assessing officer/CIT Appeal etc.	Each Case/AY	
2	Representation of authority in the income tax cases before income Tax Tribunal/High Court etc.	Each Case/AY	

**The financial Bid submitted is unconditional and fulfils all the requirements of the BID document.**

**Our Financial bid shall be binding upon us up to expiration of the validity period of the proposal.**

**Signature and Name of the Authorized Person**

**NAME OF THE APPLICANT AND SEAL**

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**BID PRAPOSAL FOR APPOINTMENT OF CHARTED ACCOUNTANT FIRM**

**Annexure : The Detail of the Practicing Chartered Accountants on the rolls of the Applicant Entity (Bio-Data of each person to be attached to the BID.**

Sl.No.	Name and Address	Professional Registration Number	Length of Experience (in Years & Months)
<b>A</b>	<b>At Head Office of the Applicant Entity</b>		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

<b>B</b>	<b>At Branch Office the Applicant Entity (the name of Branch office in Kanpur)</b>		
1			
2			
3			
4			
5			
6			

**And so on as above**

- Note: 1. The details herein may please be given in a Descending Order of Length of Experience of the Practicing Chartered Accountant on the rolls of the Applicant Entity for each type of office.  
2. The appropriate evidence of their experience may be specifically furnished for each of those Practicing Chartered Accountant with a minimum period of ten years.

\_\_\_\_\_  
(Signature and Seal of Authorized Signatory)  
(Name, Title and Address)

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**Annexure : The Declaration to the effect of not having been disqualified or black-listed.**

**AFFIDAVIT**

**(Notarized)**

[On Rs. 10/- Non-judicial stamp paper]

**Submission of Bid Proposal for Appointment of Chartered Accountant Firm.**

Sir,

Being duly authorized to represent and act on behalf of .....  
(hereinafter referred to as "the Applicant"), and having appropriately studied the Bid Document regarding the captioned matter, having fully understood the information provided by KDA and having examined the relevant records available in the office of the Applicant, the undersigned hereby does declare that the Applicant or any of the Chartered Accountants on its roll at present or in the past have not been is qualified or black- listed or debarred in any form by the Comptroller and Auditor General of India or any other Competent Authority.

Yours faithfully,

\_\_\_\_\_  
(Signature and Seal of Authorized Signatory)  
(Name, Title and Address)