

JOB NO: 03/CFAO/FINANCIAL CONSULTANT/2024-25

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Request for Proposal (RFP)



**Request for Proposal (RFP) for Selection of Chartered Accountant Firms for Direct- Indirect Taxation,
General Accountancy and related Consulting works for NOIDA**

September 2024

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

Data Sheet

1	Name of the Bid	Request for Proposal (RFP) for Selection of Chartered Accountant Firms for Direct-Indirect Taxation, General Accountancy and related Consulting works for NOIDA
2	Time-period of contract	24 months (extendable by a period of 12 months thereafter, depending on requirements and on Authority's discretion)
3	Method of selection	Quality cum Cost based selection (QCBS) (80:20)
4	Bid Processing Fee	INR 5,900 inclusive of GST @18% (Indian rupees five thousand nine hundred only)
5	Earnest Money Deposit (EMD)	INR 1,00,000 (Rupees One Lakh only) (through RTGS/NEFT only)
6	Financial Bid to be submitted together with Technical Bid	Financial Bid form to be filled online only
7	Name of the Implementing Authority for addressing queries and clarifications	Chief Finance and Accounts Officer (CFAO) Main Administrative Building, Sector-6 New Okhla Industrial Development Authority, Noida 201301 District Gautam Budh Nagar, Uttar Pradesh Email: fc@noidaauthorityonline.com Phone No: +91 92056 91188, +91 92056 66044,
8	Bid Validity Period	120 days from the bid submission due date
9	Bid Language	English
10	Bid Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Bid	20-09-2024 at 14:00 hrs
	Last date of receiving queries	26-09-2024 by 18:00 hrs
	Pre-bid meeting	27-09-2024 at 15:00 hrs
	Issuance of responses to queries	03-10-2024
	Bid start Date & Time	20-09-2024 at 14:00 hrs
	Bid end Date & Time	17-10-2024 by 18:00 hrs
	Opening of Technical Bid	18-10-2024 by 12:00 hrs
	Opening of Financial Bid	To be communicated later
	Issuance of Notice/Letter of Award (NOA/LOA)	Within 30 days of selection of preferred Bidder
12	Performance Security	5% of the Aggregate Quoted Amount
13	Consortium to be allowed	Not Allowed
14	Sub-contracting/ Association	Not Allowed
15	Account details	(a): For e-tender Processing Fee & EMD Refer to the user manual for paying "e-Tender Processing Fee" & "EMD Online"

Disclaimer

This request for proposal (RFP Document or tender document or tender) for Request for Proposal (RFP) for Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA (the "Project") contains brief information about the Project, eligibility criteria, and selection process for the Bidder (or the "Bidder" or the "Consultant"). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. New Okhla Industrial Development Authority ("NOIDA" or "the Authority") or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NOIDA reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum as NOIDA may deem fit without assigning any reason thereof.

NOIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this RFP Document.

Glossary

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

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

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1. Section I: General Introduction

1.1. Project Brief

New Okhla Industrial Development Authority ("NOIDA" or "Authority") was constituted under the Provisions of U.P Industrial Area Development Act, 1976. The Authority is entrusted with the responsibility of preparing Master Plan for development of the area, to demarcate and develop sites for various land uses, to allot plot/properties as per regulations, to regulate the erection of buildings and setting up industries and to provide infrastructure and amenities.

NOIDA intends to select a Chartered Accountant Firm for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA (hereinafter referred to as the "Consultant") as per the terms of this RFP. The terms and conditions have been detailed in the following sections. The document can be downloaded from e-procurement website <http://etender.up.nic.in>.

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

Noida reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

All communication shall be addressed to:

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

1.2. Brief description of the selection process

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

1.3. Contents of the RFP Document

The RFP Document comprises of the contents as listed below:

Section I General Information	<ol style="list-style-type: none"> 1. Introduction to the Project 2. Salient Information 3. Brief description of the selection process 4. Content of the RFP Document
Section II Instruction to bidders	<ol style="list-style-type: none"> 1. General Instructions 2. Preparation and Submission of proposals 3. Bid Opening
Section III Qualification and Selection Criteria	<ol style="list-style-type: none"> 1. Eligibility Criteria 2. Technical Evaluation Criteria 3. Selection Criteria 4. Contacting the Authority 5. Award of Contract 6. Notification of Award 7. Performance Security 8. Signing of Contract/Agreement
Section IV Terms of reference	<ol style="list-style-type: none"> 1. Scope of Work 2. Fees 3. Time Period 4. Timeline and Deliverables
Section V General Conditions of Agreement	<ol style="list-style-type: none"> 1. General Provisions 2. Commencement, Completion, Modification and Termination of Agreement 3. Settlement of Disputes 4. Third party Insurance 5. Indemnification

	6. Fraud and Corrupt Practices 7. Negotiations 8. Obligations of the Consultant 9. Obligations of the Authority 10. Miscellaneous
Section VI Special Conditions of Agreement	Special Conditions of Agreement
Section VII Forms	Relevant Pro-forma for submission of bids
Section VIII	Annexure

2. Section II: Instructions to Bidders

A. General instructions

2.1. Number of Proposals and respondents

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

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

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

This tender document is available on the web site <https://etender.up.nic.in> or on NOIDA website (www.noidaauthorityonline.in) to enable the tenderers to view, download the e-bid document and submit bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in Data Sheet through RTGS/NEFT only payable in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the bid. This cost of e-bid document/ e-Tender processing fee as mentioned in Data Sheet will be non-refundable. Tender without cost of e-bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

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

- I. Notwithstanding anything contained in this e-Bid, NOIDA reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- II. NOIDA reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by NOIDA, the supplemental information sought by NOIDA for evaluation of the e-Bid.
- III. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the NOIDA reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the Selection Process.

2.4. Acknowledgement by Bidder

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

2.5. Availability of Bid Document

- I. This Bid document is available on the web site <https://etender.up.nic.in> or on NOIDA website <http://www.noidaauthorityonline.in/> to enable the Bidders to view, download the bid document and submit bids online up to the last date and time mentioned in bidder notice/ bid document. The Bidder's shall have to pay Bid Processing fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-bid. This Bid Processing fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

2.6. Amendment of e-bid Document

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

2.7. Clarifications of e-bid

- I. During evaluation of e-bid, NOIDA may, at its discretion, ask the Bidder for a clarification of his/her e-bid. The request for clarification shall be in writing.
- II. Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to CFAO, Administrative Building, Sector 6 Noida -201301 District- Gautam Budh Nagar, Uttar Pradesh Email: fc@noidaauthorityonline.com only before or during Pre-bid Meeting held at NOIDA. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: "RFP for Selection of Consultant for Tax Filing and allied services for various items of work for NOIDA. The responses will be posted to all such queries on the official Website www.etender.up.nic.in NOIDA reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NOIDA to respond to any question or to provide any clarification.
- III. A pre-submission meeting shall be called on the date mentioned in Data Sheet at NOIDA Boardroom/ Video Prebid as decided by the Authority. Any change corresponding to date, if any, shall be communicated to the Bidder via NOIDA official communication / e-Tendering website
- IV. Bidders are encouraged to submit their respective Bids after visiting the Location and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, Applicable Laws and regulations and any other matter considered relevant.
- V. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- VI. However, NOIDA shall not entertain any correspondence from the Bidders during the period of bid opening to selection of the Consultant. Any wrong practice shall be dealt in accordance with the Section 5.9 of this bid document under Fraud and Corrupt Practices.

B. Preparation and Submission of Proposals

2.8. Language and currency

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

2.9. E-bid validity period and extension

- I. e-Bid shall remain valid for 120 days from the bid submission due date. An e-Bid valid for a shorter period shall be rejected by NOIDA as non-responsive.
- II. In exceptional circumstances, NOIDA may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

2.10. Correspondence with the Bidder

- I. Save and except as provided in this e-Bid, Noida shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.

- II. Subject to Clause 3.4, no Bidders or its Technical Partners shall contact Noida on any matter relating to his e-Bid from the time of Bid opening to the time work is awarded.
- III. Any effort by the Bidder or by its Technical Partners to influence Noida in the Bid evaluation, Bid comparison or work award decisions, may result in rejection of his Bid.

2.11. Format and Signing of Proposals/ Bids

- I. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- II. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the work. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- III. Bidders should provide all the information as per the RFP and in the specified formats. NOIDA reserves the rights to reject any proposal that is not in the specified formats.
- IV. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.12. Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <https://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NOIDA may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NOIDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.13. Submission of e-bid

- I. The bid submission module of e-procurement website <https://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NOIDA.
- II. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- III. The Bidder should submit their e-Bid considering the server time displayed in the e- procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- IV. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

2.14. Instructions for submitting e-bid

- I. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <https://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- II. In addition to the normal registration, the Bidder must register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <https://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <https://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NOIDA shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- III. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- IV. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- V. Next, the Bidder should upload the technical e-Bid documents for fee details (Bid processing fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- VI. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- VII. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- VIII. NOIDA reserves the right to cancel any or all e-Bids without assigning any reason.

2.15. Late bid

- I. Bids received by NOIDA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- II. The server time indicated in the bid management window on the e- procurement website <https://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- III. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder should start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

2.16. Withdrawal and resubmission of e-bids

- I. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- II. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's EMD.
- III. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- IV. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- V. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

C. Bid Opening

2.17. Opening of Proposals

- I. NOIDA would open the e-bids at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
- II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location. (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NOIDA. In the event of the specified date e-Bid opening being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day.
- III. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NOIDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- IV. NOIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

2.18. Confidentiality

- I. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NOIDA in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or

unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

- II. NOIDA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NOIDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NOIDA or as may be required by law or in connection with any legal process.

2.19. Tests of Responsiveness

- I. Prior to evaluation of bids, NOIDA will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:
 - i. It is received/ deemed to be received by the Bid Due Date and time including any extension
 - ii. It is signed, sealed and marked as stipulated
 - iii. It contains all information required in this RFP Document.
 - iv. Information is provided as per the formats specified in the RFP Document.
 - v. Deposit of EMD & Bid Processing Fee
- II. NOIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NOIDA in respect of such bids.

2.20. Clarifications

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

2.21. Proposal Evaluation

- I. The bids will be evaluated by the Evaluation Committee to be appointed by the Authority.
- II. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.19. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NOIDA's decisions are without any right of appeal whatsoever.

2.22. Technical Proposal Screening

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

2.23. Negotiations

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

2.24. Award of Contract

- I. NOIDA will award the work as per evaluation criteria stated in the RFP Document.
- II. NOIDA will award the work to the Successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.25. Notice of Award (NOA)

- I. Prior to the expiration of the period of e-Bid validity, NOIDA will notify the Successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- II. The Consultant, shall immediately upon acceptance of the NOA, deploy the Team Members and commence the scope of works under this RFP.
- III. Failure of the Successful Bidder to comply with the requirement of acceptance of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD. In such an event, NOIDA reserves the right to:
 - a. Either invite the next best Bidder for negotiations, or
 - b. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

2.26. Signing of Agreement

The Successful Bidder shall, within 30 (thirty) days of the issue of the NOA, execute the Agreement. NOIDA may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NOIDA on account of failure of the Successful Bidder to acknowledge the NOA.

2.27. Earnest Money Deposit (EMD)

- I. The tenderer shall furnish, as part of its Bid, an EMD as stated in Data Sheet in form of RTGS/NEFT only in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted. The selection of highest bidder shall be based on the

method as described in Clause 3.3 of this RFP document, and subject to acceptance of competent Authority who shall have the right to accept or reject the offer without assigning any reason.

- II. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NOIDA.
- III. Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- IV. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- V. The Successful Bidder's Bid EMD will be adjusted with Performance Security, if applicable, to be submitted by the Bidder upon signing the work order.
- VI. The EMD may be forfeited:
 - If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
 - In case of a Successful Bidder, if the Bidder fails to sign the work with the Authority.

2.28. Other conditions

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

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

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

3. Section III: Qualification and Selection Criteria

3.1. Eligibility Criteria

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

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

S. No.	Criteria	Proof Required
1	The Bidder should be a Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India with at least 10 years of existence in the field of general accounting, compilation and preparation of Financial Statements and consultancy to the development Authorities.	Certified copy of Partnership Deed (in case of Partnerships) and LLP Agreement (in case of LLPs) and Certified copy of Firm/LLP Registration certificate issued by Institute of Chartered Accountants of India along with copy of PAN & GST Registration Certificate.
2	The Bidder to provide information that any of its associates being partnership firms/ limited liability partnerships (LLPs) having common partners have not participated in the process.	Affidavit from Bidder signed and stamped on a notarized stamp paper.
3	The Bidder must have an average annual turnover of minimum INR 1 Crores (Indian National Rupees One Crore Only) during any three consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24.	1. Form T 5 2. Certificate from Auditors providing the revenue/ income details for the three years with Audited Annual Financial Statement and notes on accounts as per the requirement mentioned in this clause.
4	The Chartered Accountant firm should have at least 2 partners from last five years, all of whom should be Chartered Accountant full time partners. The Number of Partners and Employees (Supported by Payroll) must be more than 10 in number. This number should not include any Article assistant or a part time employee.	Organization structure and details of Employees on roll along with a self-certification on company letterhead certifying the same., along with the Firm Registration Number and CA Membership of the Partners.
5	Bidder should have experience in India in last five years from the bid due date for at least one work of maintenance of accounts, compilation and preparation of Balance sheet of urban local body/ PSU/ semi-government/ industrial development authority having a minimum turnover/ revenue of INR 750 Crores.	1. Form-T4 2. Work order 3. Completion certificate or Extension/ Renewal Letter (for considering only the original project) issued from the client. OR CA Certification for 90% completion & payment received for the on-going projects
6	Bidder should have experience of providing professional services pertaining to Filing of returns for GST or TDS during the last five years, undertaken for an urban local body/PSU/semi-government/industrial development authority in India having a minimum turnover of INR 750 Crores.	1. Form-T4 2. Work order 3. Completion certificate or Extension/ Renewal Letter (for considering only the original project) issued from the client. OR CA Certification for 90% completion & payment received for the on-going projects
7	The Bidder should not have been blacklisted /debarred/termination of contract by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company/ Non-Government and Funding Agencies as on the bid due date.	Affidavit from Bidder signed and stamped on a notarized stamp paper.
8	Branch Office/ Controlling Office in Delhi NCR.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for at least One Year.

Note:

- While assessing the minimum eligibility and calculation of score for technical evaluation, only those projects will be considered, wherein the Annual Turnover of the Client was more than INR 750 Crores during the Financial year for which relevant services were provided by the Consultant. Additionally, in case of extension of project/assignment, the same shall only be considered to establish completion of original assignment and not as a separate project. However, Projects undertaken for the same Client under different Work Orders shall be treated as separate project experience.
- Any Certificate issued by the Chartered Accountant/ Statutory Auditor of the Applicant shall be supported by respective Unique Document Identification Number (UDIN) required as per the guidelines of the Institute of Chartered Accountants of India (ICAI).

3.2. Technical Evaluation Criteria

S No.	Criteria	Max Score	Documents to be submitted
A. Firms Total Experience			
1	Firms Experience in years, from the bid due date. <ul style="list-style-type: none"> > 20 years' experience- 10 marks >15 – <= 20 years' experience- 7.5 marks >10 & <=15 years' experience – 5 marks 	10 marks	ICAI Firm Registration Certificate
B. Relevant Experience			
1	Experience of maintenance of accounts, compilation and preparation of balance sheets for Urban Local Body (ULB) / PSU / semi government / industrial development Authority / any other Government statutory body in India (having a minimum turnover of INR 750 Crores) in last five financial years from the bid due date for: <ul style="list-style-type: none"> Minimum 1 project: 5 marks 2.5 Marks for each additional project: max. 10 marks <p>Note: Only those projects will be considered for which the professional fees payable to the Applicant was more than INR 10 Lakhs.</p>	15 marks	1. Form-T4 2. Work order 3. Completion certificate or Extension/ Renewal Letter (for considering only the original project) issued from the client. And CA Certification for payment received for the project
2	Experience of providing professional services pertaining to Filing of returns under GST Act or TDS undertaken for Urban Local Body (ULB) / PSU / semi government / industrial development Authority / any other Government statutory body in India (having a minimum turnover of INR 750 Crores) in last five financial years from the bid due date for: <ul style="list-style-type: none"> Minimum 1 project: 4 marks 1.5 Marks for each additional project: max. 6 marks <p>Note: Only those projects will be considered for which the professional fees payable to the Applicant was more than Rs. 10 Lakhs.</p>	10 Marks	1. Form-T4 2. Work order 3. Completion certificate or Extension/ Renewal Letter (for considering only the original project) issued from the client. OR CA Certification for 90% completion & payment received for the on-going projects
3	Experience of providing Consultancy services pertaining to NCLT Proceedings for Urban Local Body (ULB) / PSU / semi government / industrial development Authority / any other Government statutory body in India in last five financial years from the bid due date for: <ul style="list-style-type: none"> Minimum 1 Authority - 5 Marks >= 2 Authority – 10 Marks 	10 Marks	Work Order
4	Experience of providing Consultancy services pertaining to other Financial Matters for Urban Development Authority/ Industrial Development Authority/ any other Government statutory body dealing in Land Development and Allotment in India in last five financial years from the bid due date for: <ul style="list-style-type: none"> Minimum 1 Authority - 3 Marks >= 2 Authority – 5 Marks 	5 Marks	Work Orders
C. Team Composition (Refer clause 3.3 below)			
1	Experience of team members in Direct- Indirect Taxation, General Accountancy and related financial consulting works provided to Urban Local Body (ULB) / PSU / semi-government / industrial development Authority / any other Government statutory body in India: <ul style="list-style-type: none"> i. Team Leader having an experience of (Max. 5 Marks) <ul style="list-style-type: none"> <10 Years – 0 Marks 10 to 15 Year – 3 Marks More than 15 Years – 5 Marks 	20 marks	1. Form T6: Credential Form - Team Deployment for the Project 2. Detailed CV of each resource

S No.	Criteria	Max Score	Documents to be submitted
	ii. Senior Associates (Max. 3 marks each) - <5 Years – 0 Marks - 5 to 7 Year – 2 Marks - More than 7 Years – 3 Marks iii. Team Associates (Max. 3 marks each) - <3 Years – 0 Marks - 3 to 5 Year – 2 Marks - More than 5 Years – 3 Marks		
D. Financial Capability			
1	Annual average turnover for any three (3) consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24: • INR 1 – 2 crore – 7 marks • INR > 2 crore- 10 marks	10 marks	Form-T5 and Audited Financial statements/ certified annual reports/ CA certificate specifying the same.
E. Approach and Methodology:			
1	Approach & Methodology in the form of presentation to be presented by the Bidder. All proposed team members to be present during the presentation.	20 marks	Approach and Methodology as a part of the bid.
Total Marks		100 Marks	

3.3. Team:

The Consultant will have to evaluate the quantum of work as per the scope mentioned above and suggest the resources for the assignment. The qualifications of the team members should be such that they are able to deliver the work mentioned satisfactorily. Following resources shall be proposed for the project:

S. No.	Position	No. of Personnel	Minimum Qualification
1	Team Leader	1	Chartered Accountant with at least 10 Years of Experience. Preference shall be given to experience of handling NCLT Matters.
2	Senior Associates	2	Chartered Accountant with at least 5 Years of Experience
3	Team Associates	3	M.Com/ MBA (Fin.)/ CA Inter* With At Least 3 Years of Experience *CA Inter shall mean a student of Chartered Accountancy Course who has qualified the Intermediate / IPCC Level.

The above Team composition is required for scope of work as mentioned at Part A. However, for Scope of Work at Part B the Consultant may deploy additional support staff as maybe required, at its own cost.

Note:

- The Senior Associates along with the Team Associates are expected to be stationed full time at office of NOIDA for rendering the scope of work as defined in this RFP and the Bidder shall nominate one of the Senior Associates as the single point of contact for NOIDA.
- NOIDA reserves the right to verify the Curriculum Vitae (CV) of the Team members including the Team Leader and conduct an interview to ascertain their suitability for the work.
- In case of replacement of Team Members, the Consultant shall forthwith provide a person of equivalent or better qualifications and experience for consideration of NOIDA. In such a scenario the Consultant shall furnish the details as per Form T6 given in the RFP document.
- In case of temporary unavailability of the proposed team members during the tenure of the Project due to any unavoidable circumstances, the consultant is expected to provide an individual with similar experience who would be permitted for temporary replacement post approval by the Authority.
- In the event that any of the Team Member is found by the Authority to be incompetent or incapable in discharging the assigned duties, the Authority, specifying the grounds therefore, may request the Consultant to provide a replacement. However, in case the Consultant fails to remedy such requests within 30 days from issuance of such request, the Authority reserves the right to terminate the contract after providing written correspondence in this regard.

3.4. Financial Evaluation Criteria:

The Bidder shall quote the Aggregate Amount (Aggregate Quoted Amount excluding GST) in addition to quoting individual Amount for carrying out the scope of works under Part A & B respectively as defined in Section IV: Clause 4.2 of this RFP. The Financial Evaluation of the Bidder shall be based on the Aggregate Quoted Amount.

3.5. Evaluation/Selection Criteria

1. The financial proposals of only technically qualified bidder (qualified bidders) scoring a minimum of 70 marks, shall only be opened and will be ranked in terms of their total evaluated cost using Quality cum cost-based selection (QCBS) process with Technical Score having weightage of 80% and Financial quote (aggregate amount) having Weightage of 20%.
2. Based on the criteria and the total score, the Technical Scores will have a weightage of 80%. The Financial quotes / bids will be allotted a weightage of 20%.

3. $Sf=100 \times Fm/F$, in which Sf is the Financial quote score, Fm is the lowest price and F the price of the proposal under consideration.
4. The total score shall be obtained by weighing the quality and cost scores and adding them up.
5. On the basis of combined weighted score for quality and cost, the Consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

a. Consolidated score = Technical score * 0.80 + Financial quote score * 0.20

3.6. Contacting the Authority

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

3.7. Performance Security

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

3.8. Execution of Agreement

- I. The Successful Bidder shall, within 30 (thirty) days of the issue of the LOA/ NOA, shall execute the Agreement. NOIDA may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NOIDA on account of failure of the Successful Bidder to acknowledge the NOA.
- II. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD.

4. Section IV: Terms of Reference

4.1. Scope of Work

In order to enhance the operational efficiency and assisting NOIDA, the Authority wishes to select local Chartered Accountant Firms for the following work:

Part A: Direct Taxation, Indirect Taxation, & Other Consultancy Services

AND

Part B: General Accounting, Compilation and Preparation of Financial Statements

These Works are detailed out as below:

Part A: Direct Taxation, Indirect Taxation, & Other Consultancy Services:	
Direct Taxation (including TDS related Matters)	<ol style="list-style-type: none"> 1. Matters relating to TDS on interest paid by various Banks 2. Computation and deposit of TDS. 3. Reconciliation of TDS Liability with Form 26AS 4. Preparation and Filing of quarterly TDS returns for salary and non-salary basis 5. Revision and Rectification of TDS returns 6. Sort out and respond to the TDS notices which are received from Traces (TDS department) 7. Appear physically at the Income Tax Department, as and when required. 8. Issuance of Form 16 and Form 16A 9. Application and obtaining of TDS exemption/short deduction certificate from Income Tax Departments 10. Updating NOIDA as per new updates in TDS Laws. 11. Reply of Query to Contractor/Allottees /CAG Audit
Indirect Taxation including GST related matters	<ol style="list-style-type: none"> 1. Monthly Return for outward supplies in form GSTR-1 2. Monthly return of outward supply, inward supply ITC availed, Tax paid and Tax Payable in form GSTR-3B 3. Monthly return for Tax Deducted at Source in form GSTR-7 4. Annual return in form GSTR-9 5. Monitoring of unmatched credits issued by the portal i.e. credit monitoring. 6. Checking of all payment/Receipts regarding GST 7. Prepare Credit Note & Debit note etc. as per GST Act 8. Reply of Query to Contractor/Allottees /CAG Audit 9. GST TDS Reconciliation 10. Provide Opinion on GST 11. Updating NOIDA as per new updates in GST Law. 12. Reply of GST Notices and physically appearing at GST Department 13. Regular Monitoring of GSTN Portal of NOIDA & taking necessary action
Other Consultancy Services	<ol style="list-style-type: none"> A. Cases under NCLT Proceedings. NOIDA currently has close to 35 to 40 on-going cases. <ol style="list-style-type: none"> I. Consultancy on NCLT cases II. Assistance to the Authority in managing financial details of NCLT cases III. Attending meetings as a representative of Authority and updating NOIDA on the financial points discussed in the meetings. B. Opinion on CIC/CIS cases <ol style="list-style-type: none"> I. Opinion in case of chargeability of CIC/CIS in allottee's file as per the prevailing policy of the Authority. II. Aforesaid calculations shall include % change in shareholding in the allottee's file III. Suggestion about changes in policy of NOIDA. C. Calculation of Property dues primarily for Group Housing/ Builder Housing and Institutional property types, and other property types as and when required. Consultant is free to use any relevant tool to carry out the calculations in compliance with the authority's rules and regulations. D. Consultancy on other Financial Matters of NOIDA
Part B: General Accounting:	
General Accounting Services	<ol style="list-style-type: none"> 1. Assistance in accounting system design and implementation. 2. Maintaining books of accounts on Tally system on the basis of day-to-day accounting being done by NOIDA on its PIMS (Property Information Management System) as per accounting policies, guidelines and formats adopted by Noida Authority. 3. Generation of MIS reports available from Tally System. 4. Preparation of Trial Balance on Quarterly Basis 5. Preparing Bank reconciliation statements of various bank accounts of NOIDA. 6. Reconciliation of loans and advances accounts 7. Reconciliation of labour cess 8. Reconciliation of salaries, deductions, CPF, ESI, PF, EPF etc. 9. Depreciation and Amortization schedules 10. Scrutiny of various ledger accounts 11. Maintaining Land Bank Statement on annual basis. 12. Determination of Annual Cost of sales statement 13. Determination of Sales on the basis of lease entered during the financial year. 14. Compilation and preparation of Balance-sheet and other financial reports as per accounting policies, guidelines and formats adopted by Noida Authority. 15. Financial analysis for Balance sheet related information.

	<p>16. Assistance to the Authority in preparation of responses to observations made during internal audit, compliance audit, performance audit, financial/accounting audit, balance sheet audit, external audits (CAG) or any other audits of similar nature.</p> <p>17. Support in providing information as maybe required by the Authority from time-to-time w.r.t. Balance Sheet, Tally Data.</p> <p>18. Providing backup of year-wise Tally Data.</p>
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Note:

The Consultant shall be responsible for the maintenance of Books of Accounts, compilation and preparation of Balance Sheets for the period beginning from 1st April 2024.

In addition to the above, the Consultant is also required to provide a data back-up and knowledge transfer pertaining to the Books of Accounts, Relevant Tally Data and other confidential information related to the Authority as per the requirements of Clause 5.7 of this RFP.

4.2. Payment Terms, Deliverables & Timelines

The overall period of the engagement of the Consultant shall be Twenty-Four (24) months from the date of signing of contract/ Agreement, with the provision of extension for a period of 12 months thereafter, depending on requirements and on Authority's discretion.

In response to the RFP, Bidder shall provide its financial quote in the excel sheet uploaded on the e-tender portal. GST as per applicable rates shall be paid by the Authority. The Bidder, while providing the financial quote shall factor in all costs excluding GST for carrying out the said scope of work.

The Bidder shall quote separately for Services as per Scope of Work mentioned in Part A and Part B for the overall duration of the Project. Payment for Scope of Work mentioned in Part shall be done on Quarterly Basis, however, the payment for services as per Part B of Scope of Work shall be done annually upon satisfactory performance as assessed by the Authority. Quarterly Progress Reports (QPR) to be presented with each bill.

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

The timeline for the project and its deliverables shall be as under:

S. No.	Particulars	Deliverables	Timelines	Payment
1.	Part A	Quarterly Compliance Reports/ Quarterly Progress Reports (QPR) along with copy of return filed during the relevant quarter to be submitted in First week of next month.	For Direct/ Indirect Tax Matters: Before the Due Date For Other Consultancy Services: As mentioned in the engagement letter or on requirement basis	Quarterly based on QPR (i.e., 1/8 th of the Total Amount Quoted for Part A as payment for compliance works undertaken during each quarter)
2.	Part B	Annual Financial Statements for 2 Financial Years	Financial Statements along with Final Books of Accounts to be provided within 30 days before the Due Date for Income Tax Return	As percentage of Total Amount Quoted for Part-B payable annually: 1. 35% on Compilation and Preparation of Annual Financial Statements (for each Financial Year) 2. 10% on Approval of Annual Financial Statements (for each Financial Year) by the Board 3. 5% after completion of CAG Audit and upon resolution of queries, if any (for each Financial Year)*

*Generally, the CAG Audit will be conducted within a period of approximately 12 Months. However, in case, there is a delay in conducting the CAG Audit, leading to genuine hardship on the Consultant, the Authority may decide to release the respective payments.

4.3. Penalty:

i. Notwithstanding, anything contained in this RFP, Authority reserves the right to release the payments after deduction of penalty, on account of delay in filing of monthly/quarterly returns for TDS/ GST or other compliances as defined in the respective scope of work hereinabove pertaining to Direct, Indirect Taxation & other Consultancy services:

Higher of the following:

- a. @ 5% of the total quarterly fees (i.e., 1/8th of the total quoted fees for Part – A)
OR
- b. Any interest/ penalty/ charges/ damages payable by the Authority.

ii. The Authority also reserves the right to recover a penalty, on account of any delay in compilation and preparation of such Balance Sheet and Financial Statements of a Financial Year, as a result of which, the Authority is required to pay any Interest/ penalty/ any charges attributable to such delay.

Higher of the following:

- a. @ 5% of the Total Annual Fees (payable for compilation and preparation of Balance Sheet and Financial Statements of the relevant financial year i.e., 50% of Total Amount Quoted for Part – B)
OR
- b. Any interest/ penalty/ charges/ damages payable by the Authority.

iii. In case, where the aggregate of penalties levied under sub-clause (i) and (ii) above, exceeds 10% of the Aggregate Quoted Amount, the same maybe considered as an event of default by the Authority under Clause 5.2.6 (i) of this RFP.

5. Section V: General Conditions Agreement

5.1. General Provisions

5.1.1. Law Governing Contract

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

5.1.2. Language

This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5.1.3. Notices

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

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

5.1.4. Authorized Representatives

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

5.1.5. Taxes and duties

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

5.1.6. Supervision

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

5.2. Commencement, Completion, Modification and Termination of Contract

5.2.1. Effectiveness of Contract

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

5.2.2. Commencement of Services

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

5.2.3. Expiration of Contract

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

5.2.4. Modifications or Variations

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

5.2.5. Force Majeure

i. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

ii. No Breach of Contract

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

iii. Extension of Time

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

iv. Payments

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

5.2.6. Events of Default leading to Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other Party if services are not possible to be rendered as per Applicable Laws or professional obligations as mentioned below:

i. By the Authority

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

a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within 15 (fifteen) days after being notified or within any further period as the Authority may have subsequently approved in writing.

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

ii. By the Consultant

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

- a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 b) hereof.
- c) If the Authority has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP.

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

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

5.2.8. Surrender / Termination of the Contract

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

case at "0"/nil value.

5.2.9. Handing over on termination/completion/surrender

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

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

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

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

5.3. Settlement of Disputes

a) Amicable Settlement

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

b) Arbitration

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

5.4. Indemnification

- i. To the fullest extent permitted by Applicable Law and professional regulations, both the Parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Parties as part of the regular interactions or for Project/s purposes.
- ii. The Consultant shall indemnify the Authority against any injury, loss of life, etc., caused either directly or indirectly due to the valuation of various items for NOIDA. All workers/employees involved would require to fill up a form with details of terms and conditions of participation and also indemnify NOIDA against any injury, loss of life, etc., caused either directly or indirectly due to such participation.
- iii. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:
- sickness, or disease, or death of, or injury to any person;
 - loss of, accident, or damage to, or destruction of any property including consequential loss of use; and
 - natural calamity, or any man-made disaster
 - The Consultant shall indemnify the Authority in case of any loss/damage caused to any visitor or to the Authority to the extent to any loss/damage.

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

5.5. Fraud and Corrupt Practices

- i. The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually

agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.

- ii. For the purposes of this Clause i, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.4 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of /Interest; and
 - e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.6. Negotiations

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

5.7. Obligations of the Consultant

5.7.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery and methods. The Consultant shall always act in respect of any matter relating to this Contract/Agreement or to the Services as faithful advisors to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

5.7.2. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services nor shall the Consultant and the Personnel make public the recommendations formulated in the course of or as a result of the Services. Except as otherwise permitted by this agreement, neither of the parties may disclose to the third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it (a) is or becomes public other than through a breach of this Agreement. (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

5.7.3. Documents Prepared by the Consultant to be the Property of the Client

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services shall remain with the Consultant. Notwithstanding the delivery of any Services, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retain in connection with the Services (but not Client information reflected in them).

5.7.4. Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract/Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

5.8. Obligations of the Authority

5.8.1. Assistance and Exemptions

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

5.9. Miscellaneous

- i. Insurance and Waiver of Liability - The Consultant will bear the cost, throughout the term of the work, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in the Authority premises, including death or injury caused by the sole negligence of the Consultant or the Consultant's failure to perform its obligations under the Agreement. The Consultant shall submit to the Authority, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e., avoiding the insurance cover, the Consultant agrees and undertakes to indemnify and hold the Authority harmless against any liability, losses, damages, claims, expenses suffered by the Authority because of such default by the Consultant.
- ii. The Consultant shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Consultant will indemnify the Authority for any loss and damages suffered due to violation of its provision.
- iii. The Consultant shall comply with the laws of land including Pollution Control Board guidelines. the Authority will not be held liable for any change/modification in the laws that adversely affect this Agreement. Consultant shall have no right / claim in this regard, whatsoever the reason may be.
- iv. The Consultant hereby agrees that the Authority shall have no responsibility as regards Consultant's employees and the employees shall be the employees of Consultant only and shall not be construed under any circumstances as employees of the Authority. Consultant hereby indemnifies the Authority against the claims made by Consultant's employees against the Authority.
- v. The Consultant hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Consultant hereby indemnifies the Authority against any liability arising in connection with the employment of its personnel in the said premises by Consultant. Consultant hereby undertakes to carry out police verification of its employees and submit the copy of same to the Authority in accordance with the Authority's policies regulations prevalent at that time.
- vi. That no tenancy/sub-tenancy is being created by the Authority in favour of Consultant under or in pursuance of the Agreement and it is distinctly & clearly understood, agreed & declared by and between the Parties hereto that -
 - a. That the Consultant shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
 - b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by the Authority in favor of Consultant in or in respect of the said premises, except to carry out their activities over the granted space under this Agreement; and
 - c. That the rights, which Consultant shall have in relation to the said premises, are only those set out in the Agreement.
- vii. The relationship between the Authority and Consultant under and/or in pursuance of the Agreement is as between Principal and Principal. Consequently, neither Party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between the Authority on the one hand and Consultant on the other hand in connection with and/or relating to business to be operated by Consultant at the said premises.
- viii. Consultant shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions (if applicable), contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Consultant and these personnel shall at no point of time be construed to be employees of the Authority and the Consultant shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Consultant shall indemnify the Authority from any claims that may arise in connection with above.
- ix. Employees conduct - The Consultant shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- x. That the Consultant shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and the Authority shall not be liable or responsible for any of the act or omissions committed on the part of the Consultant.
- xi. In case of restricted availability of power supply / breakdown or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of the Authority or such causes where the supply of the Authority is affected by a cause or causes over which the Authority has no control, the Authority shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- xii. Misuse - The Consultant shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Consultant carries on any business or uses the said premises for any other purposes the contract shall deemed to have been misused and the Authority shall immediately terminate the said Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Consultant only. The Consultant will indemnify and keep indemnified the Authority for any losses on this account.
- xiii. Compliance with the Law - The premises and the fixtures and the appurtenances thereto (except those installed by the Authority) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the premises. The Consultant at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Consultant shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Consultant shall also comply with all rules and regulations and also to instructions issued from time to time from the CEO, NOIDA or any official of the Authority . Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Consultant shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi- judicial body / authority. The same shall be the responsibility of Consultant.
- xiv. De-commissioning due to Emergency:
 - a. If, in the reasonable opinion of the Consultant, there exists an Emergency which warrants de-commissioning

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

- b. The Consultant shall re-commission the Project or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Consultant to re-commission the Project and shall notify the Client of the same without any delay.
- c. Any decommissioning or closure of any part of the Project and the re- commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

xv. Overriding powers of the Client

- a. If in the reasonable opinion of the Client, the Consultant is in material breach of its obligations under this Agreement and, in particular, the maintenance requirements, and such breach is causing or likely to cause material hardship, the Client may, without prejudice to any of its rights under this RFP document including Termination thereof, by notice require the Consultant to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- b. In the event that the Consultant, upon notice under the previous clause, fails to rectify or remove any hardship or danger within a reasonable period, the Client may exercise overriding powers under this Clause and take over the performance of any or all the obligations of the Consultant to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Client shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Client in discharge of its obligations hereunder shall be deemed to be operation and maintenance expenses, and the Client shall be entitled to recover them from the Consultant in accordance with the provisions of this Clause along with the damages specified therein.

6. Section VI: Special Conditions of Contract

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

7. Limitation of Liability

- The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- The Consultant shall, be liable to NOIDA for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant, or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, with respect to damage caused to NOIDA's property, the Consultant shall be liable for any indirect or consequential loss or damage to NOIDA.
- The limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
- The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted by it. Subject to the provisions of clause 7, it shall indemnify NOIDA against any inaccuracy in its work if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents.
- The Consultant shall indemnify Noida for any losses, claims, damages, expenses (including all financial expenses), awards, penalties or injuries (collectively referred to as "claims") which may arise from or due to any unauthorised use of Documents/privileged information, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of NOIDA.

8. Forms

8.1. Form T1

LETTER OF PROPOSAL (On Bidder's letter head)

(Date and Reference)

To:

CFAO, NOIDA

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority,

Noida 201301

District Gautam Budh Nagar, Uttar Pradesh

Sub: **Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA**

Dear Sir,

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

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

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

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

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

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

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.9 of the Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the Bid Document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority/ Government Agency which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- 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 Consultant of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory body is pending either against us or against our Associates or against our CEO or any of our Partners/ Directors/ Managers/ employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NOIDA in connection with the shortlisting of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied BID and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the BID Document.

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

Date :

Place

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

8.2. Form T2

FIRM DETAILS

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.3. Form T3

CAPABILITY STATEMENT

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

Sr. No.	Criteria	Details to be filled by the Bidder
1	The Bidder should be a Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India with at least 10 years of existence in the field of general accounting and compilation and preparation of Financial Statements and consultancy to the development Authorities.	
2	The Bidder to provide information that any of its associates being partnership firms/ limited liability partnerships (LLPs) having common partners have not participated in the process.	
3	The Bidder must have an average annual turnover of minimum INR 1 Crores (Indian National Rupees One Crore Only) during any three consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24.	
4	The Chartered Accountant firm should have at least 2 partners from last five years, all of which should be Chartered Accountant full time partners. Number of Partners and Employees (Supported by Payroll) must be more than 10. This number should not include any Article assistant or a part time employee.	
5	Bidder should have experience in India in last five years from the bid due date for at least one work of maintenance of accounts, compilation and preparation of Balance sheet of urban local body/PSU/semi-government/industrial development authority having a minimum turnover of INR 750 Crores.	
6	Bidder should have experience of providing professional services pertaining to Filing of returns for GST or TDS during the last five years, undertaken for an urban local body/PSU/semi-government/industrial development authority in India having a minimum turnover of INR 750 Crores.	
7	The Bidder should not have been blacklisted /debarred/termination of contract by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/ Non-Government and Funding Agencies as on the bid due date.	
8	Registered/ Branch Office in Delhi NCR.	

Evaluation Parameters

S No.	Criteria	Max Score	Details of Document provided along with Page Reference
A. Firms Total Experience			
1	Firms Experience in years, from the bid due date. <ul style="list-style-type: none"> > 20 years' experience- 10 marks 15 – 20 years' experience- 7.5 marks 10 – 15 years' experience – 5 marks 	10 marks	
B. Relevant Experience			

S No.	Criteria	Max Score	Details of Document provided along with Page Reference
1	<p>Experience of maintenance of accounts, compilation and preparation of balance sheets for Urban Local Body (ULB) / PSU / semi government / industrial development Authority / any other Government statutory body in India (having a minimum turnover of INR 750 Crores) in last five financial years from the bid due date for:</p> <ul style="list-style-type: none"> • 2.5 Marks for each additional project: max. 10 marks • 1 project: 5 marks <p>Note: Only those projects will be considered for which the professional fees payable to the Applicant was more than Rs. 10 Lakhs.</p>	15 marks	
2	<p>Experience of providing professional services pertaining to Filing of returns under GST Act or TDS undertaken for Urban Local Body (ULB)/ PSU / semi government / industrial development Authority / any other Government statutory body in India (having a minimum turnover of INR 750 Crores) in last five financial years from the bid due date for:</p> <ul style="list-style-type: none"> • 1.5 Marks for each additional project: max. 10 marks • 1 project: 4 marks <p>Note: Only those projects will be considered for which the professional fees payable to the Applicant was more than Rs. 10 Lakhs.</p>	10 Marks	
3	<p>Experience of providing Consultancy services pertaining to NCLT Proceedings for Urban Local Body (ULB) / PSU / semi government / industrial development Authority / any other Government statutory body in India in last five financial years from the bid due date for:</p> <ul style="list-style-type: none"> • >= 2 projects – 10 Marks • 1 Project - 5 Marks 	10 Marks	
4	<p>Experience of providing Consultancy services pertaining to financial matters for Urban Development Authority / industrial development Authority / any other Government statutory body dealing in Land Development and Allotment in India in last five financial years from the bid due date for:</p> <ul style="list-style-type: none"> • >= 2 projects – 5 Marks • 1 Project - 3 Marks 	5 Marks	
C. Team Composition (Refer clause 3.3 below)			
1	<p>Experience of team members in Direct- Indirect Taxation, General Accountancy and related financial consulting works provided to urban local body / PSU / semi government / industrial development Authority / any other Government statutory body in India:</p> <ul style="list-style-type: none"> • Team Leader having an experience of (Max. 5 Marks) <ul style="list-style-type: none"> - <10 Years – 0 Marks - 10 to 15 Year – 3 Marks - More than 15 Years – 5 Marks • Senior Associates (Max. 3 marks each) <ul style="list-style-type: none"> - <5 Years – 0 Marks - 5 to 7 Year – 2 Marks - More than 7 Years – 3 Marks • Team Associates (Max. 3 marks each) <ul style="list-style-type: none"> - <3 Years – 0 Marks - 3 to 5 Year – 2 Marks - More than 5 Years – 3 Marks 	20 marks	

S No.	Criteria	Max Score	Details of Document provided along with Page Reference
D. Financial Capability			
1	Annual average turnover for any three (3) consecutive years in last four (4) years in India i.e., FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24: <ul style="list-style-type: none"> • INR > 2 crore- 10 marks • INR 1 – 2 crore – 7 marks 	10 marks	
E. Approach and Methodology:			
1	Approach & Methodology in the form of presentation to be presented by the Bidder. All proposed team members to be present during the presentation.	20 marks	
Total Marks		100 Marks	

8.4. Form T4

FIRMS EXPERIENCE OF SIMILAR PROJECTS SHEET

CATEGORY B.1:

Experience of maintenance of accounts, compilation and preparation of balance sheets and other allied services for urban local body / PSU / semi government / industrial development Authority / any other Government statutory body in India (having a minimum turnover of INR 750 Crores) in last five financial years from the bid due date (along with the work orders/completion letters or any other proof of work completion).

S. No.	Client Name	Financial Year of Services	Turnover of Client in relevant FY	Project Brief	Professional Fees received for the Project	Supporting Documents enclosed	Pg. No. for Annexure A of project
1							
2							
3							

CATEGORY B.2:

Experience of providing professional services pertaining to Filing of returns for GST or TDS undertaken for urban local body / PSU / semi government / industrial development Authority / any other Government statutory body in India (having a minimum turnover of INR 750 Crores) in last five financial years from the bid due date (along with the work orders/completion letters or any other proof of work completion).

S. No.	Client Name	Financial Year of Services	Turnover of Client in relevant FY	Project Brief	Professional Fees received for the Project	Supporting Documents enclosed	Pg. No. for Annexure A of project
1							
2							
3							

On Behalf of (Name of Bidder)

Signature of the Authorized Person

Name:

Designation:

Documentary Evidences:

1. Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work); and
2. Any one of the following:
 - Client certificate specifying similar experience.
 - Completion certificate
 - CA certification for 90% completion & payment of the project
 - Any other proof of work completion

Note: Any information which may be confidential in nature may be redacted. Only relevant pages of the documents to be submitted as evidence of projects undertaken.

Project Description Sheet
(to be prepared for each relevant experience claimed)

Project Code:

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

* Attach copy of work order/scope of services

Authorised Signatory

(Name & Designation of Authorised Signatory)

Instructions:

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

8.5. Form T5

FINANCIAL CAPACITY

Bidder should submit their financial details as per the following:

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

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

Note: In case the Bidder does not have a Statutory Auditor, it shall provide a certificate (bearing UDIN Number, FRN & Membership No.) from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder, certifying the yearly turnover for Financial Years (2020-2021, 2021-22, 2022-23, 2023-24) and net worth not older than 31.03.2023 or 31.03.2024 whichever is applicable.

Certificate of the Statutory Auditors/ Chartered Accountants

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

Signature and Seal of Statutory Auditors/ Chartered Accountants (with Membership No.)

Authorized Signatory
(Name and Designation of Authorized Signatory)

For the purpose of qualification:

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

8.6. Form T6

CREDENTIAL FORM - KEY PERSONNEL FOR THE PROJECT

[Please capture all relevant information for the proposed]

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

Name of the experts Proposed	Proposed Position	Years of Experience	Qualification

Declaration

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

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

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

Place:	Signature:
Date:	Name:

Note: Bidder shall submit the detailed CVs of each resource to be deployed in the project as per the format enclosed at Annexure A to this Form.

**Format for Curriculum Vitae of Team Members including Team Leader
(to be submitted for each member proposed)**

Name of the Team Member:
Proposed Position:
Date of Birth:
Nationality:
Educational Qualification: <i>(starting from Current employment at first)</i> <u>Qualification:</u> <u>College/ University:</u> <u>Year of Qualification:</u> <i>(to be supported with the proof of educational qualifications)</i>
Professional Memberships and associations, if any:
Employment Record: <u>From Date:</u> _____ <u>End Date:</u> _____ <u>Employer:</u> _____ <u>Designation:</u> _____ <u>Details of Key Assignments undertaken:</u> _____
Details of Tasks Assigned for this Assignment:
Works undertaken that best illustrates the capability of the proposed member to undertake the tasks assigned: Name of the Client: Duration: Designation, if any, in the team responsible for undertaking the work: Type of Works Undertaken <i>(Income Tax/ TDS/ GST/ Financial Consultancy etc.):</i> Details of Activities performed:

Declaration

I, the undersigned, consent to my Curriculum Vitae (CV) being used for submission of the Request for Proposal (RFP) for Selection of Chartered Accountants Firm for Direct-Indirect Taxation, General Accountancy, and related Consulting works of NOIDA. I also certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any misstatement or misrepresentation described herein may lead to my disqualification dismissal by the Authority. I confirm that I will be available to work as the (Proposed Position).

Name of the Signatory: _____

Name of the Team Member: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

8.7. Form T7

MEMORANDUM

Name of Work: Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA

I/We agree to keep the quoted rate open for acceptance for 120 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Noida.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation:

8.8. Form T8

UNDERTAKING

Name of Work: Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

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

8.9. Form T9

POWER OF ATTORNEY

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

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

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

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

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

Signed by the within named[Insert the name of the Bidding Entity] through the hand of Mr. duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

WITNESS

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Notes:

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

8.10. Form T10

SALEABLE FORM FOR TENDER DOCUMENT

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

BIDDER

Notes:

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

8.12. Form T12

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

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.13. Form T13

BID DETAILS

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership		
4	Self-attested copy of PAN card of the company/firm; the GST registration and ITR		
5	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
6	List of Pending Litigations, Non-Performing Agreements and Surrendered Agreements during last 5 (five) years, if applicable		
7	Form T1: Letter of Proposal submission		
8	Form T2: Firm Details		
9	Form T3: Capability statement		
10	Form T4: Firms Experience		
11	Form T5: Financial Capacity		
12	Form T6: Technical Evaluation Form		
13	Form T7: Memorandum		
14	Form T8: Undertaking		
15	Form T9: Power of Attorney		
16	Form T10: Saleable form of tender document		
17	Form T11: Declaration of Refund of Earnest Money		
18	Certificates from client as proof of technical eligibility		
19.	Any other document asked by the Authority if submitted, specify the documents Or Any other document which the bidder considers relevant		

8.14. Form – F1: FINANCIAL BID FORM (to be filled online only)

To

CFAO
Main Administrative Building, Sector 6,
New Okhla Industrial Development Authority
Uttar Pradesh 201301

Re: Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA

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

I have read the entire RFP dated _____, bearing number _____, in detail and on the basis of my full study of the abovementioned document/s and the conditions, I undertake to **Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA** in accordance with the terms and conditions as provided in the above-mentioned document/s.

Fees payable by NOIDA

Project	Lump sum Fees as quoted by the bidder (INR)
Selection of Chartered Accountant Firms for Direct- Indirect Taxation, General Accountancy and related Consulting works for NOIDA	PART A: _____ PART B: _____

Authorized Signatory

Name:

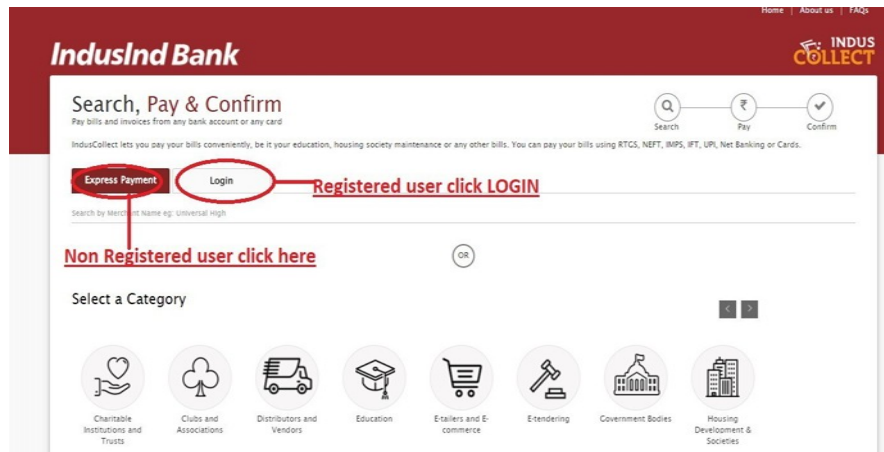
Date:

Name of the Bidder with seal

Fees Deposit:

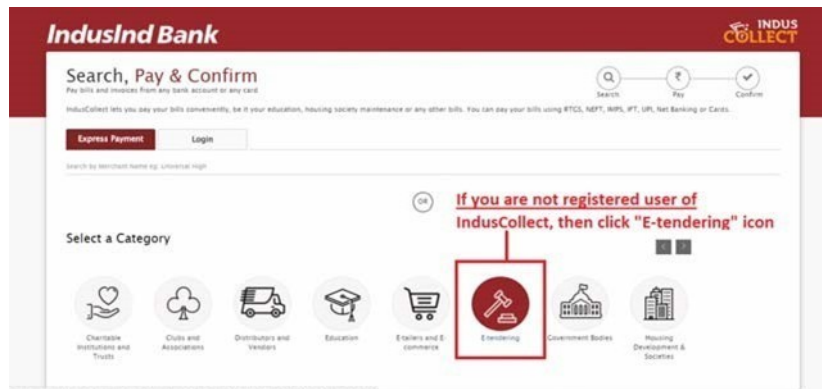
Instructions for bidder to do payment:

1. Visit Indus Collect website: <https://induscollect.indusind.com/pay/index.php>
2. If you are a registered user of Indus Collect, then login click on LOGIN tab. If you are not registered user of Indus Collect then click on Express Payment tab

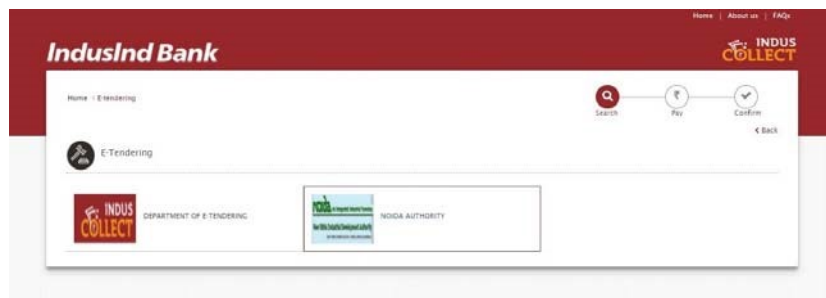


3. Flow for Non Registered users of IndusCollect:

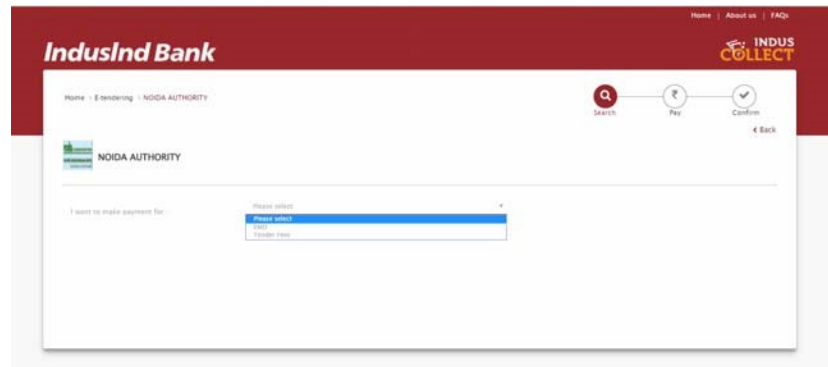
a. Select Category



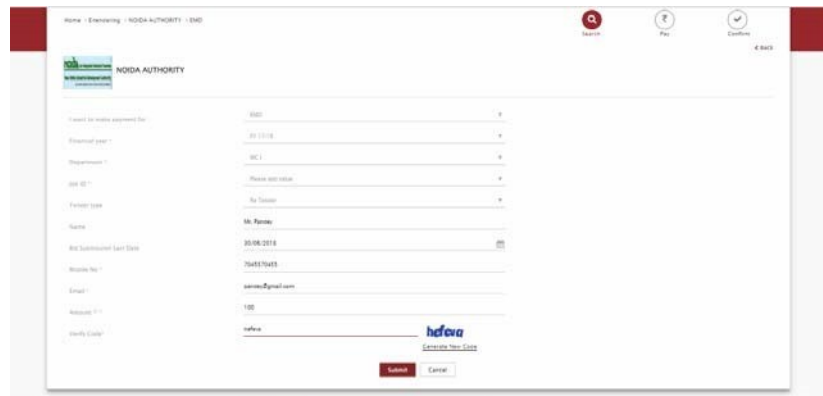
b. Select NOIDA



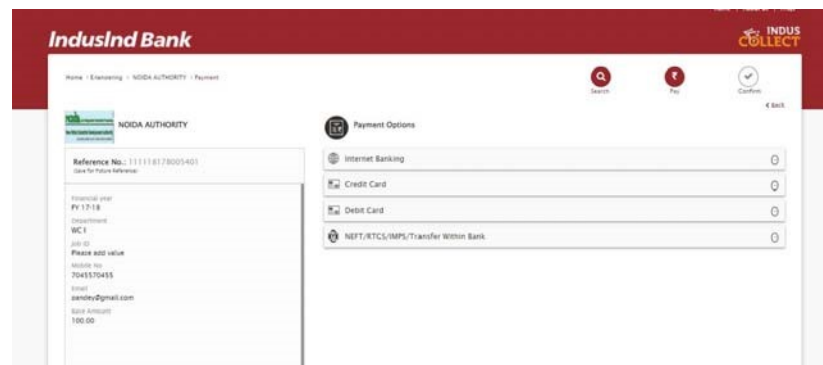
c. Select type of payment:



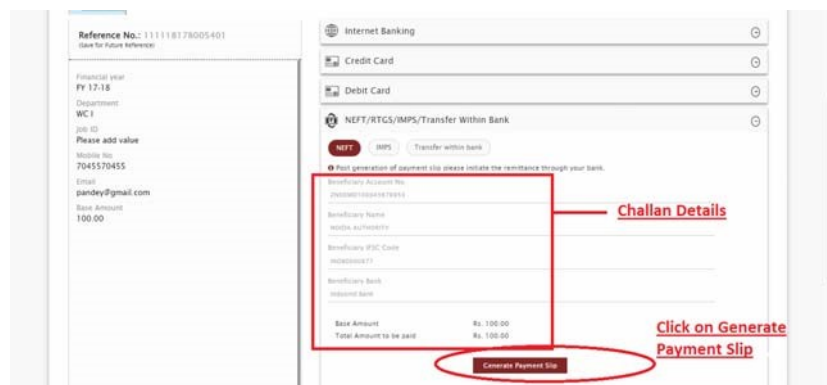
d. **Enter Data & Click Submit:**



e. **Select the payment mode:**



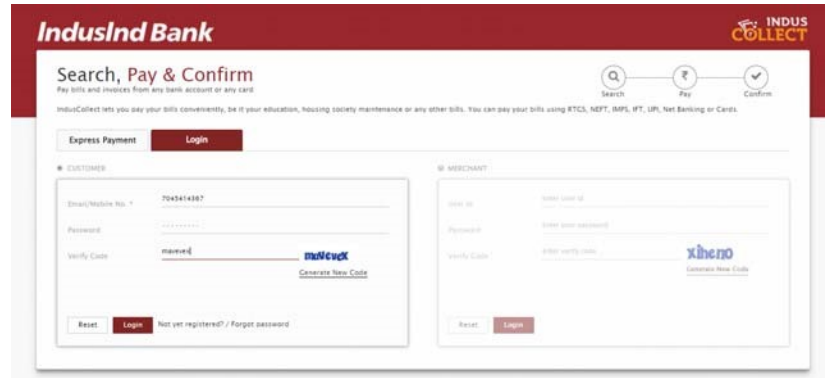
- f. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details
- g. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then



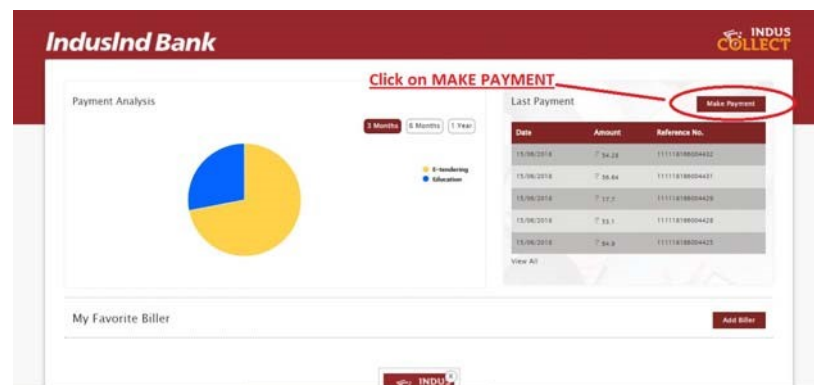
- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code
- ii. User will then login to their own bank's Netbanking or mobile app. iii. User will add beneficiary basis the details on Challan.
- iii. User will then make the payment to beneficiary

4. Flow for Registered users of IndusCollect:

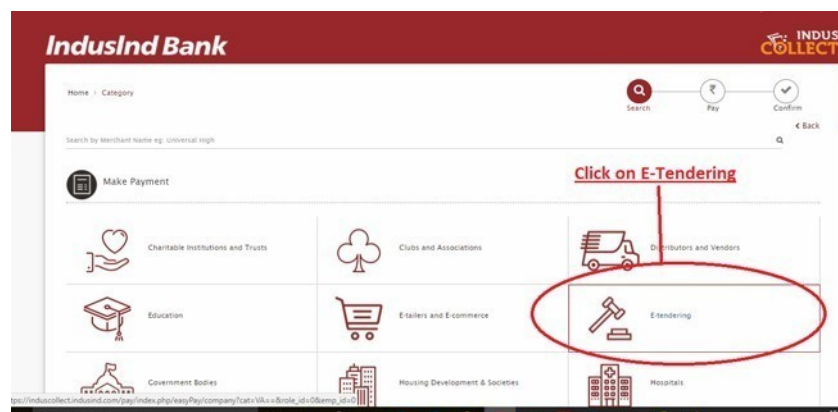
a. Login to IndusCollect



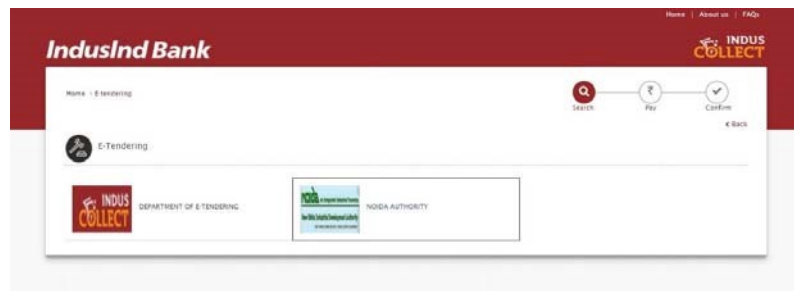
b. Click on MAKE PAYMENT



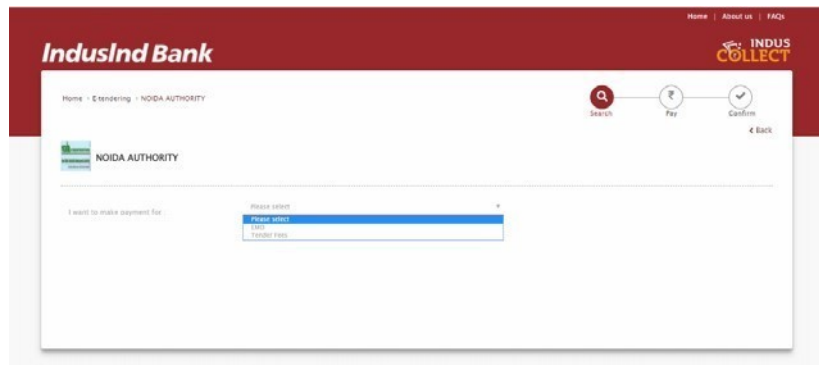
c. Select Category



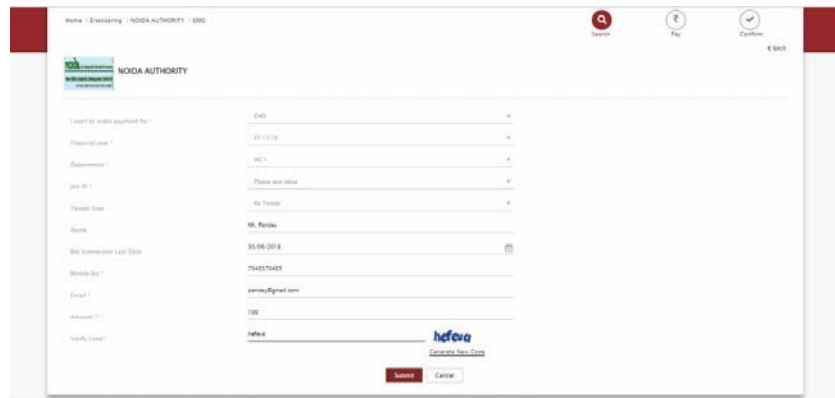
d. Select NOIDA:



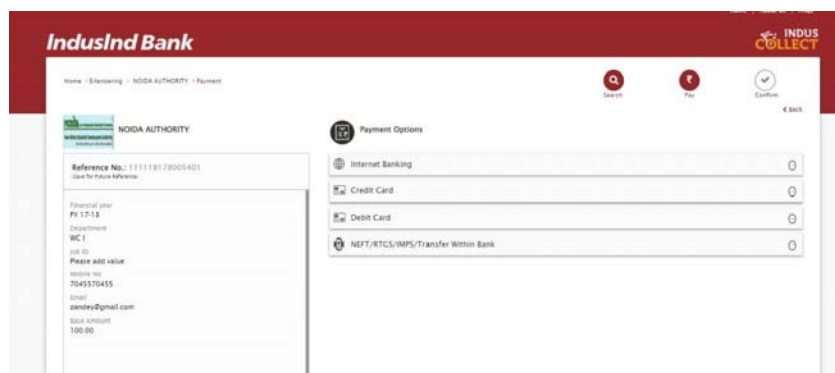
e. Select type of payment:



f. Enter Data & Click Submit:

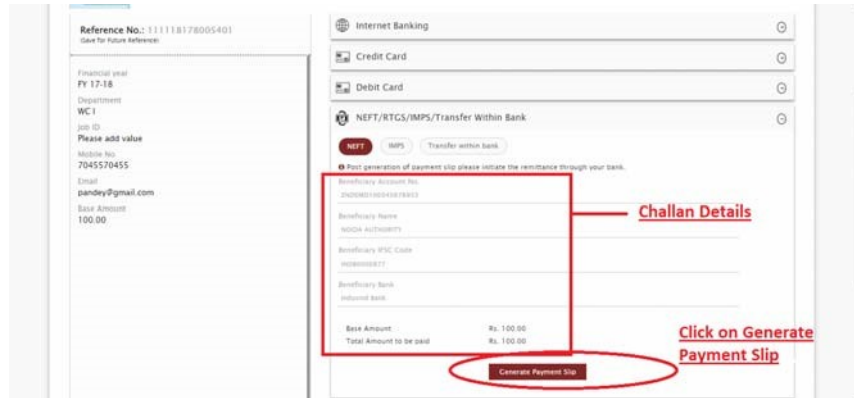


g. Select the payment mode:



h. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details.

i. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then:



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