

REQUEST FOR PROPOSAL FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR BSCDCL (Third Call)



SMART
CITY
BHOPAL

BHOPAL SMART CITY
DEVELOPMENT CORPORATION LIMITED

Bhopal Smart City Development Corporation Limited,
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023,
bscdcl@mpurban.gov.in, www.smartbhopal.city.com

Table of Contents

Contents

1. Disclaimer	3
2. Critical Information	4
3. Background Information	5
4. Terms of Reference	6
4.1 Scope of Work	6
4.2 Duration of Engagement	6
5. Eligibility Criteria	7
6. Manpower Requirements	8
7. Manpower Qualification Details	8
8. Proposal and Other Conditions	9
8.1 Preparation of Proposal	9
8.2 Selection and Evaluation Criteria.....	9
8.4 Earnest Money Deposit (EMD) / Bid Security and Performance Bank guarantee	12
8.5 Fraud and corruption	12
8.6 Conflict of Interest	13
8.7 Consortium and Joint Venture	13
8.8 Special Conditions	13
8.9 Service Level Agreement	16
9. Terms of Payment	17
10. Annexure I - Bidder Details	18
11. Annexure II – Price bid	21
12. Annexure III - Bid Cover Letter	22
13. Annexure IV - Certificate for Net Worth and Average Annual Turnover.....	23
14. Annexure V – Undertaking regarding Blacklisting / Non-debarment	24
15. Annexure VI - CVs of Technical Manpower	25
16. Annexure VII - Format for Performance Bank Guarantee	27

1. Disclaimer

The information contained in this Request for Proposal document (“RFP”) whether subsequently provided to the bidders, (“Bidder/s”) verbally or in documentary form by Bhopal Smart City Development Corporation Limited (henceforth referred to as “BSCDCL” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by BSCDCL in relation to this scope. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, BSCDCL and their employees or advisors to consider the objectives, technical expertise, and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the RFP documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this RFP document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

BSCDCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

BSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. BSCDCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this RFP document does not imply that BSCDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any Proof of Concept (PoC), demonstrations or presentations which may be required by BSCDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.

2. Critical Information

1	<u>Availability of purchase of tender</u>	03.01.2025 16:00 Hrs
2	<u>Website for tender submission</u>	https://mptenders.gov.in/
3	<u>Pre-bid Meeting</u>	10.01.2025 12:00 Hrs
4	<u>Last date for Purchase of tender</u>	20.01.2025 16:00 Hrs
5	<u>Last date for submission of proposal</u>	20.01.2025 16:30 Hrs
6	<u>Date of opening of tender</u>	21.01.2025 16:30 Hrs
7	Place of opening of Proposal	Bhopal Smart City Development Corporation Limited, Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023
8	Mode of Selection	<p>The method of selection is Quality and Cost Based Selection Method (QCBS). The weights given to Technical and Financial proposals are: Technical = 80% and Financial = 20%</p> <p>The Contract will be awarded to the bidder evaluated with the highest overall score (combined Technical and Financial).</p>
9	Type of Proposal Required	Technical and Financial
10	Proposal & Reports Should be submitted in following language	English
11	Taxes	Bidders are requested to quote prices exclusive of applicable taxes unless stated otherwise
12	Currency	Bidders to state all costs in Indian Rupees
13	Validity	Proposals must remain valid for 120 days after the submission date
14	Earnest Money Deposit (EMD)	Rs 50,000 /- plus applicable taxes (if any) to be submitted online on e-portal.
15	Bid processing fees	Rs. 5000 /- plus applicable GST to be submitted online on e-portal.
16	Lead time for commencement of work.	05 days from the date award of work to the successful bidders
17	No. of copies of Technical and Financial Proposal	Technical Proposal: Signed/Scanned PDF file to be submitting online only. Financial Proposal: to be submit online only (Annexure-II)
18	Email address for clarification	bscdcl@mpurban.gov.in
19	Consortium/JV	Not Allowed

3. Background Information

Bhopal is one of the cities selected by the Government of India to be developed as a "Smart City" under the Smart Cities Mission. The Smart Cities Mission is a flagship program of the Indian government launched in 2015 to drive economic growth and improve the quality of life in cities through the use of technology, innovation, and citizen participation.

Under the Smart Cities Mission, Bhopal has developed a Smart City Plan that aims to transform the city into a sustainable, livable, and digitally enabled urban center. Some of the key components of the plan include:

- **Intelligent transportation:** Developing an integrated public transportation system that includes bus rapid transit, cycle sharing, and pedestrian walkways.
- **Digital infrastructure:** Building a high-speed fiber optic network, smart energy meters, and public Wi-Fi hotspots.
- **E-governance:** Developing online services and platforms for citizen engagement, including digital kiosks, mobile applications, and e-governance portals.
- **Smart public services:** Developing intelligent solutions for waste management, water supply, and energy conservation.
- **Urban renewal:** Improving the quality of public spaces, including parks, markets, and cultural centers, to create vibrant and inclusive communities.

The Bhopal Smart City are implementing the Bhopal Smart City Plan Development Corporation Limited (BSCDCL), which is a special purpose vehicle set up by the Government of Madhya Pradesh to manage and coordinate the Smart City Mission in Bhopal.

4. Terms of Reference

4.1 Scope of Work

The selected Chartered Accountant firm shall undertake the following responsibilities:

1. Conduct comprehensive accounting for all payments and receipts of BSCDCL in accordance with the Indian Accounting Standards (IND-AS).
2. Prepare and maintain the books of accounts, including the upkeep of relevant registers.
3. Generate Yearly, Quarterly, and/or Interim Balance Sheets, Profit and Loss Statements, and other essential financial records.
4. Develop and verify Journal Vouchers, Payment Vouchers, Receipt Vouchers, Ledgers, Cash Books, and Bank Books of BSCDCL.
5. Prepare Bank Reconciliation Statements to ensure accuracy and alignment of financial records.
6. Facilitate data entry on the accounting software package, ensuring quality and reliability.
7. Prepare Utilization Certificates and Chartered Accountants' reports on behalf of BSCDCL.
8. Generate and verify monthly, quarterly, and annual returns for EPF, ESIC, NPS, Income Tax (TDS, TCS), GST, and Professional Tax. Submit/file these returns with the relevant departments on behalf of BSCDCL.
9. Prepare and process challans related to EPF, ESIC, NPS, Income Tax (TDS, TCS), GST, and Professional Tax. Submit/file these challans with the respective departments on behalf of BSCDCL.
10. Draft effective communication, replies, and responses to audit queries arising in financial matters.
11. Represent BSCDCL before authorities in matters related to EPF, ESIC, NPS, Income Tax (TDS, TCS), GST, and Professional Tax.
12. Provide advisory services to BSCDCL, its officers, directors, and management in accounting and finance matters as and when required.
13. Ensure thorough record-keeping and data entry of all financial transactions in the accounting software, maintaining accuracy and compliance.

The CA firm is expected to execute these tasks efficiently, ensuring compliance with relevant regulations and standards.

4.2 Duration of Engagement

Total duration of the project will be 01 (One Financial Year) with extension of 01 (One Year), subject to satisfactory performance and at the discretion of Authority.

**Note - The operational period begins at the issuance of the Letter of Intent (LOI) and concludes on June 30, 2025. In case of extension for 1 Financial year the contract shall be extended till June 30, 2026 subject to conditions mentioned clause 8.8 of this RFP.*

5. Eligibility Criteria

5.1 Pre-Qualification Criteria

The firm eligible for the bidding process must satisfy the following eligibility criteria:

- The Chartered / Cost Accountant Firm should have at least 3 full time partners having experience of 5 Years or more. Out of the Partners, One Partner should have possessed Certificate of Qualification in Ind AS or IFRS issued by the ICAI.
- The Chartered / Cost Accountant Firm should be registered with the Institute of Chartered / Cost Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN) and Goods and Services Tax (GST) Number.
- The Firm should have been in operation for at least 7 years after its registration.
- The Firm should have experience in preparing the Balance Sheet of at least 3 distinct Public Sector Undertakings or Government Organization having minimum annual revenue including grant from government of INR 100 Cr., in accordance to IND-AS, during the last five years.
- The Bidder should have Head Quarter/Branch Office registered in Bhopal Madhya Pradesh at least more than 5 years at the time of bidding. Such registered place at Bhopal, Madhya Pradesh should fulfil the condition mentioned in (i) above.

5.2 Technical Qualification Criteria

A	Firm's Experience	100
1	Firm's Existence in years after its registration	15
	<u>05 Years-10 years</u>	5
	<u>11 Years-30 years</u>	10
	<u>More than 30 years</u>	15
2	Average Annual Income of the Firm (in the last 3 financial years) ended on March 31st 2023 in excess of ₹100 Lakhs [1Points for Every 10 Lakhs above Rs 100 lakhs]	15
3	Experience in Ind AS Environment of Statutory Audit or Consultancy or handling accounting and financial services of PSU having Turnover including Grant from Government more than 100 Crore during last Five Financial Years. (2 Points for each assignment).	30
4	Experience of Preparation of Ind As based Financial Statement in PSU/Govt. Organization [1Points for each assignment]	15
5	Number of FCA Partners in the Firm [1 Points for each FCA Partner]	10
6.	The Bidder(s) should have a minimum of ten (10) Semi Qualified CA staff (CA Inter) working since at least 1-year	15
	<u>No of CA Inter Staff</u>	<u>Points</u>
	10	5
	10-20	10
	20 and above	15
B	Total Technical Score (01 to 06)	100

Technical Qualification Cutoff Marks under this proposal is 80 marks.

Note: The bidder which qualifies in the Pre-Qualification Criteria shall be proceeded with the Technical Qualification Criteria. The Financial Bid shall only be opened for Technically qualified Bidders.

6. Manpower Requirements

The manpower requirement for this engagement entails the deployment of **4 dedicated professional** who will be stationed at the BSCDCL office in Bhopal. The selected individuals are expected to play a pivotal role in ensuring the financial integrity and regulatory compliance of the Bhopal Smart City initiatives.

Sr.No.	Resource	Quantity	Deployment Type
1	Chartered Accountant	1	Full Time on Site
2	Accountants	1	Full Time on Site
3	Record keeper	1	Full Time on Site
4	Data Entry Operator	1	Full Time on Site

In Case of replacement of any of the above manpower the firm to ensure no-delay in the deployment(within 7 days), Further, approval to be taken from authority before deployment/replacement for Chartered Accountant. Manpower of same or higher qualification to be deployed in case of replacement.

7. Manpower Qualification Details

- CVs of proposed manpower as mentioned in Section 5 of this RFP, as per qualification details to be submitted along with Technical Proposal.
- CVs of below Manpower to be submitted along with Technical proposal as per Annexure - VII.

Sr.No.	Resource	Qualifications	Experience
1	Chartered Accountant	ICAI	3+ years' experience
2	Accountants	Bachelor's degree in accounting or related field	2+ years' experience
3	Record keeper	High school diploma or equivalent	1+ years' experience in data entry and record keeping.
4	Data Entry Operator	High school diploma or equivalent	1+ year's experience in data entry and basic computer operations.

8. Proposal and Other Conditions

8.1 Preparation of Proposal

The proposal should be in two parts: Part A – Technical; Part B – Financial, should include the following:

Part A: Technical

1. Details of the Bidder including information documents like PAN, GST Number.
2. Experience certificates/relevant documents desired as per RFP.
3. Profile of the CA (s) and detailed CVs of proposed manpower as per Annexure- VII.
4. Project Citations as proof for assignments.
5. Last three-year Audited Balance Sheet as a proof of Financial Eligibility.
6. Declaration for non-backlisting on letter head of the bidder.

Part B: Financial

Financial offer should only indicate price without any condition or qualification whatsoever and should include all taxes, duties, fees, levies, and other charges levied by Central & State Government/ government bodies as may be applicable in relation to activities proposed to be carried out. If there would be any increase in the taxes, levies, duties, fee and other charges during tenure of the contract, the financial burden of the same shall be borne by the bidder. except service tax which shall be payable as per rate of GOI The Financial Offer in respect of the above assignment must be valid for 120 days from the date of opening of the Financial Offer. Bidders should express the price of their services in Indian currency only. To be submit online on the e-procurement portal.

8.2 Selection and Evaluation Criteria

The Technical bids shall be opened as specified in the data sheet at BSCDCL office by the Evaluation Committee. The qualification of the bidder shall be checked as per the eligibility criteria. The Technical Proposals will be evaluated as per the criteria mentioned in this RFP.

The bidder which qualifies in the Pre-Qualification Criteria shall be proceeded with the Technical Evaluation Criteria. The Financial Bid shall only be opened for Technically qualified Bidders.

Evaluation Method:

Technical Qualification Cutoff Marks under this proposal is 80 marks. The technically qualified bidders having 80 marks or above will be Qualified in Technical Bid.

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 80% weightage and financial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful firm. Based on the weightage of technical and financial evaluation. The assignment will be awarded to the bidder who scores the highest marks.

The detailed procedure is elaborated as under:-

- i) The minimum Technical Score of 80 marks to be obtained by bidder for considering financial proposal.
- ii) Ineligible bidder who are not qualified in Technical bid, their financial bid shall not be opened.

iii) The evaluation of financial bid will be as under: - $SF = (100/FP) \times FP_{min}$

SF= Financial Score of proposal under consideration,

FP_{min} = Price of Lowest financial proposal,

FP = Price of proposal under consideration.

iv) The Technical and financial proposal would be given 80% & 20% weightage respectively.

v) The proposal would be ranked according to their combined technical and financial scores using the weightage mentioned above as per following formula:-

$$S = ST \times 0.80 + SF \times 0.20$$

S = Final Combined Score

ST = Technical Score

SF = Financial Score

vi) The Applicant achieving the highest combined technical and financial score would be considered for award of consultancy work

8.3 Submission of Proposal and Reject Criteria:

1. Instructions to the Bidders to submit the bids online through the Online Public Procurement Portal for e Procurement at <https://mptenders.gov.in>.
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e- tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
5. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
6. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
7. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
8. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
 - a. Bidder should submit the Tender Fee/ EMD online through e-portal as specified in this RFP.
 - b. Only online submission of scan copy of EMD and Bid processing fees will be considered.
 - c. While submitting the bids online, the bidder shall read the terms and conditions and may accept the

same to proceed further to submit the bid packets.

- d. The bidder has to select the payment option as online to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- e. The bidder has to digitally sign and upload the required bid documents one by one as indicated.
- Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- f. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- g. The Priced bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- h. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- i. After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- j. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
- k. All the data being entered by the bidders would be encrypted using Public Key infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- l. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- m. The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- n. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document.
- o. The EMD as indicated in the data sheet shall be submit online only, technical proposal will be opened only for those bidders who have submitted EMD and Bid Processing Fees.
- p. Proposals from Firms should be submitted in two distinct parts, technical & Financial online only as per requirement.
- q. Non-compliance to the above process will be liable to rejection.

8.3.1 Bid Rejection Criteria

8.3.1.1 Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this RFP;
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect;

8.3.1.2 Technical Qualification rejection criteria

- i. Technical Bid containing commercial details;

- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect;
- iv. Bidders not quoting for the complete scope of work as indicated in the RFP Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents;
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this RFP;

8.3.1.3 Commercial Rejection Criteria

- i. Incomplete price Bid;
- ii. Price Bids that do not conform to the RFP's price bid format;
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

8.4 Earnest Money Deposit (EMD) / Bid Security and Performance Bank guarantee

Bidders should submit EMD of **Rs. 50,000/-** plus applicable taxes (if any) to be paid online at **mptenders** Portal in the which should be valid for 90 days from the last date of submission of bids.

Earnest Money Deposits (EMD) submitted by the bidders along with their bids, shall be refunded to all bidders, except the Successful Bidder and the second ranked Bidder, within 120 days of issuance of the LOI. Only for the selected bidder's EMD shall be converted into Performance Bank Guarantee.

8.5 Fraud and corruption

Authority requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, client defines, for the purpose of this provision, the terms set forth as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority in contract executions.

"Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Authority, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition.

"Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which is given by the Authority in this RFP. **"Coercive Practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that Chartered Accountant Firm has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for client for termination of the contract and initiate blacklisting of the Bidder.

8.6 Conflict of Interest

1. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre- estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
2. Authority requires that the bidder provides solutions which at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
3. The bidder privy to the proposal shall not be allowed to bid.
4. Conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations,
5. A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved,
6. Any Bidder found to have a Conflict of Interest shall be disqualified.

8.7 Consortium and Joint Venture

Joint Venture or Consortium is not allowed for the project.

8.8 Special Conditions

1) Indemnity

1. The Chartered Accountant Firm (the "Indemnifying Party") undertakes to indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Indemnified Party") against any and all suits, proceedings, actions, demands and claims from third parties for any bodily injury, death, loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Chartered Accountant Firm/Service Provider of any of its obligations under this RFP/Agreement/Scope or any related agreement or on account of any defect or deficiency in the provision of services by the Chartered Accountant Firm to any User or from any negligence of the Chartered Accountant Firm under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Indemnified Party.
2. The Chartered Accountant Firm further agrees to indemnify and hold harmless the "Indemnified Party" promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
 - i. Failure of the Chartered Accountant Firm to comply with Applicable Laws and Applicable Permits.
 - ii. Payment of taxes required to be made by the Chartered Accountant Firm in respect of the income or other taxes of the Chartered Accountant Firm's contractors, suppliers and representatives,
 - iii. Any misstatement or any breach of any representation or warranty made by the Chartered Accountant Firm.

- iv. The failure by the Chartered Accountant Firm to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Chartered Accountant Firm.
- v. All losses or damages arising from claims by third parties that any deliverable (or the access, use or other rights thereto), created by the Chartered Accountant Firm pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by the Bidder, its agents or sub- contractors pursuant to this Agreement, or if any of the services, goods, products, output, (a) infringes a copyright, trade mark, trade design enforceable in India, (b) infringes a patent issued in India, or (c) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any deliverable (or the access, use or other rights thereto) created by (a) implementation of project by the Authority itself or through other persons other than the Chartered Accountant Firm or its sub-contractors; (b) third parties (i.e., other than the Bidder or sub-contractors) at the direction of the Authority;
- vi. Any compensation / claim, including all legal, administrative, arbitration fees, to be paid to any third party arising out of proceedings against the Authority due to any act, deed or omission by the Chartered Accountant Firm.
- vii. Non-payment of amounts due as a result of materials or services furnished to the Chartered Accountant Firm or any of its contractors which are payable by the Chartered Accountant Firm or any of its contractors.
- viii. Any claim, suit, petition, notice filed/issued by a workman, employee, sub- contractor, partners, vendors, service provides, engaged by the Chartered Accountant Firm for carrying out work related under this Agreement.

For the avoidance of doubt, indemnification of losses pursuant to this clause shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made to the indemnified party or any claim for breach of any of the terms and conditions shall also include payment of applicable taxes.

3. In the event that the Authority (the "Indemnified Party") receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this clause, it shall notify the Chartered Accountant Firm (the "Indemnifying Party") within 15 days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.
4. Notwithstanding anything to the contrary contained in this clause, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.
5. This Article shall survive the termination of the Agreement.

2) Dispute Resolution

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably through good faith negotiation within 30 days from the issue of the notice of dispute.
- ii. Any Dispute which is not resolved amicably by negotiation, shall be finally decided by reference to arbitration before a bench of 3 (three) arbitrators, where each Party shall appoint one arbitrator

- each, and the third arbitrator shall be appointed by the two arbitrators so appointed.
- iii. Such arbitration shall be held in accordance with the Arbitration and Conciliations Act, 1996 or any amendments thereafter. The venue of arbitration shall be Bhopal, Madhya Pradesh, and the language of arbitration proceedings shall be English.
 - iv. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this clause shall be final and binding on the Parties as from the date it is made, and the Chartered Accountant Firm and the Authority agree and undertake to carry out such Award without delay.
 - v. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
 - vi. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

3) Termination for Chartered Accountant Firm’s Default

1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Chartered Accountant Firm fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Chartered Accountant Firm shall be deemed to be in default of this Agreement (the “Chartered Accountant Firm Default”), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:
 - a. the Performance Security has been encashed and appropriated in accordance with Clause of this agreement and the Chartered Accountant Firm fails to replenish or provide fresh Performance Security within a Cure Period of 15(fifteen) days.
 - b. subsequent to the replenishment or furnishing of fresh Performance Security in accordance with of this agreement, the Chartered Accountant Firm fails to cure, within a Cure Period of 60 (sixty) days, the Chartered Accountant Firm Default for which whole or part of the Performance Security was appropriated.
 - c. the Chartered Accountant Firm does not achieve the latest outstanding Project Milestone of Payment due in accordance with the provisions and continues to be in default for 45 (Forty-Five) days.
 - d. Project Completion Date does not occur within the period specified in relevant Clauses of this agreement.
 - e. upon occurrence of a Financial Default, the Lenders’ Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Chartered Accountant Firm fails to cure the default within the Cure Period specified hereinabove.
 - f. the Chartered Accountant Firm creates any Encumbrance in breach of this Agreement.
 - g. the Chartered Accountant Firm repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.
 - h. a Change in Ownership has occurred in breach of the provisions of this agreement.
 - i. the Chartered Accountant Firm is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Chartered Accountant Firm or for the whole or material part of its assets that has a material bearing on the Project.
2. any representation or warranty of the Chartered Accountant Firm herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Chartered Accountant Firm is at any time hereafter found to be in breach thereof.
 - a. the Chartered Accountant Firm submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority’s rights, obligations or interests and which is false in material particulars.
3. the Chartered Accountant Firm has failed to fulfil any obligation, for which failure Termination has

been specified in this Agreement; or

- a. the Chartered Accountant Firm commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

8.9 Service Level Agreement

- i. The Chartered Accountant Firm has to comply with service level standards and requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this O&M period i.e., for a period mentioned in the project timeline of the RFP.

Sr.No.	SLA Matrix	Compliances and Penalties
1	Deployment of Manpower from 7 days from the date of Work Order at BSCDCL Office, failing to which contract shall be invoked and may lead to termination.	<ul style="list-style-type: none"> In case of Delay post 7 days – contract shall be invoked and may lead to termination
2	The Chartered Accountant Firm will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100; (in case of no delay)	100%, no penalty
3	<p>The Chartered Accountant Firm will get payment post deduction of penalties as :</p> <ul style="list-style-type: none"> Availability of Manpower deployed at BSCDCL Office – deduction of 5% per day for non-availability of manpower (Chartered Accountant as mentioned in Section 5 of this RFP), maximum deductions accumulated to 20% from monthly bills. <p><i>Note: In case for unforeseen circumstances and public holidays, manpower availability at BSCDCL office is required. For any such unforeseen circumstances only written consent from Authority shall be considered out of SLA mentioned above.</i></p>	Deduction of 5% per day for non-availability of manpower (Chartered Accountant as mentioned in Section 5 of this RFP), maximum deductions accumulated to 20% from monthly bills.
4	<p>Availability of manpower (including replacement if any)</p> <ul style="list-style-type: none"> For 01 day of non-availability shall attract a penalty of F/365 from monthly bill. For 07 days of non-availability shall attract double the penalty of F/365 from monthly bill. For 15 days of non-availability in such case BG (Bank Guarantee) shall be forfeit. For 30 days of non-availability shall be liable for termination of agreement with BSCDCL. 	

5	In case of delay for more than 15 working days from monthly submission timelines and/or non-availability of manpower for more than 15 working days, Chartered Accounting Firm shall be considered under Termination Clause of this RFP, until unless approval taken from Authority in written justifying delay.	0% payment, 100% penalty
---	---	--------------------------

9. Terms of Payment

Payments will be made as per the following schedule:

- The payment shall be made quarterly.
- 90% of Quarterly payment will be released on invoice submission.
- 10% each of the remaining amount from quarterly invoices submitted will be release in the last quarter invoice.

Note: BSCDCL shall process the payment after the receipt of the invoice at each stage. However, the work schedule shall be adhered and shall not be affected due to payment related process.

10. Annexure I - Bidder Details and Bid Check List

(To be submitted on the letterhead of the Bidder)

#	Details of Bidder	Details
1.	Organization Name	
2.	Legal Status (Company/Pvt. Ltd/LLP etc.)	
3.	Registered Office Address	
4.	Incorporation/Registration Date and No.	
5.	GSTN Number	
6.	PAN Details	
7.	Primary Contact Person (Name, Designation, Address, Mobile No. Email, Fax)	
8.	Secondary Contact Person (Name, Designation, Address, Mobile No., Email, Fax)	

Bid Check List

Mandatory to be submitted as a part of Technical Proposal on Company Letter Head.

Sr. No.	Parameter	Criteria	Documents Required	Page No in Proposal	Document Proof submitted (Indicate document proof submitted along each checklist item)
1.	Bid Checklist	Bidder Details and Bid Checklist	As per Annexure- I <ul style="list-style-type: none"> Certificate of Incorporation/Registration Date and No. GSTN, PAN 		
2.	Bid Cover Letter	Bid Cover Letter Form	As per Annexure - III		
3.	Particulars of Bidder	Bidder Information	As per Annexure- I		
4.	Pre-Qualification Criteria	The Chartered / Cost Accountant Firm should have at least 3 full time partners having experience of 5 Years or more. Out of the Partner One Partner should have possessed Certificate of Qualification in Ind AS or IFRS issued by the ICAI.	<ul style="list-style-type: none"> Details of Full Time Partners and supporting document for association with Firm. Certificate of Qualification in Ind AS or IFRS issued by the ICAI. 		
5.	Pre-Qualification Criteria	The Chartered / Cost Accountant Firm should be registered with the Institute of Chartered Cost Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN) and Goods and Services Tax (GST) Number.	<ul style="list-style-type: none"> Registration document with the Institute of Chartered / Cost Accountants of India (ICAI) 		
6.	Pre-Qualification Criteria	The Firm should have been in operation for at least five years after its registration	Firm Incorporation/Registration Date and No.		
7.	Pre-Qualification Criteria	The Firm should have experience in preparing the Balance Sheet of at least distinct Public Sector Undertakings or Government Organization having minimum annual revenue including grant from government of INR 100 Cr., in accordance to IND-AS, during the last five years.	<ul style="list-style-type: none"> WorkOrder/LOI and Completion Certificate indicating Annual Revenue as mentioned in Selection criteria 		

Sr. No.	Parameter	Criteria	Documents Required	Page No in Proposal	Document Proof submitted (Indicate document proof submitted along each checklist item)
8.	Pre-Qualification Criteria	The Bidder should have Head Quarter/Branch Office registered in Bhopal Madhya Pradesh at least more than 5 years at the time of bidding.	<ul style="list-style-type: none"> Head Office/Branch Office proof to be submitted 		
9.	Technical Qualification Criteria	Firm's Existence in years after its registration	Firm Incorporation/Registration Date and No.		
10	Technical Qualification Criteria	Average Annual Income of the Firm (in the last 3 financial years) ended on March 31st 2023 in excess of ₹100 Lakhs [1Points for Every 10 Lakhs above Rs 100 lakhs]	<ul style="list-style-type: none"> Audited Balance Sheet of last three financial years indicating Average Annual Income and Net Worth of Firm as per Annexure - IV 		
11	Technical Qualification Criteria	Experience in Ind AS Environment of Statutory Audit or Consultancy or handling accounting and financial services of PSU having Turnover including Grant from Government more than 100 Crore during last Five Financial Years. (2 Points for each assignment).	<ul style="list-style-type: none"> WorkOrder/LOI and Completion Certificate indicating Annual Revenue as mentioned in Selection criteria 		
12	Technical Qualification Criteria	Number of FCA Partners in the Firm [1 Points for each FCA Partner]	<ul style="list-style-type: none"> List of FCA Partners along with details and proof of association with Firm 		
13	Technical Qualification Criteria	The Bidder(s) should have a minimum of ten (10) Semi Qualified CA staff (CA Inter) working since at least 1-year	<ul style="list-style-type: none"> Details of Semi Qualified CA Staff along with proof of association with Firm 		
14	Non-Blacklisting	As per Annexure V	As per Annexure V		
15	CVs of Manpower	Annexure VI	Annexure VI <i>Note: CVs not submitted in format shall not be considered.</i>		
16	Bid Document fee and EMD	The Bidder should submit document fee and EMD as specified in the Data Sheet.	Proof of Payment (Scanned Copy)		
Note: 1) Bidders are instructed to submit the documents and compliances against all the above parameters. 2) In case any document is found to be missing under the Qualification Criteria, then the bidder shall be considered as Technical Disqualified.					

11. Annexure II – Price bid

Sr.No.	Item Description	Quantity	Annual Rate (in Rs)
1	Tender for Appointment of Chartered Accountant firm for BSCDCL	1	

12. Annexure III - Bid Cover Letter

(To be submitted on the letterhead of the Bidder)

To
Chief Executive Officer,
Bhopal Smart City Development Corporation Limited Kalibadi Rd, Near Natraj Petrol Pump, Sector A,
Berkheda, Bhopal, Madhya Pradesh-462021.

Subject: Appointment of Chartered Accountant firm for BSCDCL

Ref: Tender No :<No> Dated<DD/MM/YYYY> Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Appointment of Chartered Accountant firm for BSCDCL.

We attach here to our responses to Technical and Price Bids as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered client is true, accurate, verifiable and complete.

This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document and also agree to abide by this RFP response for a period of 90 days from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee bond in the form prescribed in the RFP.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the bids and also all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2024 (Signature)

(In the capacity of) (Name)Duly authorized to sign the RFP response for and on behalf of: (Name and Address of Company) seal/stamp of Bidder



13. Annexure IV - Certificate for Net Worth and Average Annual Turnover

Date:

To

Chief Executive Officer,

Bhopal Smart City Development Corporation Limited Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh-462021.

Sir/Madam,

We hereby certify that Net Worth of M/S (name of the bidder) as on 31st March 2023 is positive and is as given below:

Net worth as on 31st March 2023 in India Rupees (In Crore)		
Particular		As on 31st March, 2023
Total	
Average Annual Turnover for last 3 Years as on 31st March 2023 in India Rupees (In Crore)		
Particular		As on 31st March, 2023
Total for 3 Years	
Annual Turn Over	<u>FY2020-21</u>	In Rs.....
Annual Turn Over	<u>FY2021-22</u>	In Rs.....
Annual Turn Over	<u>FY2022-23</u>	In Rs.....

(Signature of Statutory Auditor) Name of Statutory Auditor: Name of Statutory Auditor Firm:

14. Annexure V – Undertaking regarding Blacklisting / Non-debarment

*****Organization Letter Head*****

To,
Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda,
Bhopal, Madhya Pradesh 462023

We hereby confirm and declare that we, M/s -----,are not blacklisted/
De-registered/ debarred by any Smart City SPV/ Government department/Public Sector Undertaking/
Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during
the last 5 years.

Place –
Date –

Authorized Signatory
Name and Address

15. Annexure VI - CVs of Technical Manpower

1.	Proposed position			
2.	Name of firm			
3.	Name of staff	[First] [Middle] [Surname]		
4.	Date of birth	[MM DD, YYYY]		
5.	Nationality			
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
7.	Membership of Professional Organizations			
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]		
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]		
10.	Languages	Language	Proficiency (good/ fair/ poor)	
			Speaking	Reading Writing
		English		
		XXX		
		XXX		
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of the Organization	Position Held	Duration
12.	Details of tasks assigned			



13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, most importantly describe in depth explaining components handled / contribution made with specific reference to ToR for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project: Year:</p> <p>Location:</p> <p>Employer:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
14.	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification</p>

Note: CVs submitted shall be self-certified by Proposed Resource.



16. Annexure VII - Format for Performance Bank Guarantee

[On Appropriate Stamp Paper]

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the Service Provider”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Accounting services to Bhopal Smart City to [Bhopal Smart City Development Corporation Limited] (hereinafter called “the BSCDCL”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

i. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

ii. This bank guarantee shall be valid up to <Insert Expiry Date>)

iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date:

Place: Signature:



Witness: Printed name:

(Bank's common seal)

