

## **Bundelkhand Industrial Development Authority**

Selection of Chartered Accountants Firm for General Accountancy, Direct & Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA).

**Location-** 284001, Block A, Kisan Bazaar, near Bus Stand, Jhansi

**Issued by-** Bundelkhand Industrial Development Authority

Request for proposal for selection of Chartered Accountants firm for General accountancy, Direct & Indirect taxation, consulting and other related works of BIDA.

### **Bundelkhand Industrial Development Authority**

**Address:** 284001, Block A, Kisan Bazaar, near Bus Stand, Jhansi

Request for proposal for selection of Chartered Accountants firm for General accountancy, Direct & Indirect taxation, consulting and other related works of BIDA.

Detailed RFP document is available on the E-Procurement portal of Government of UP <http://etender.up.nic.in>  
The authority seeks selection of Chartered Accountants Firm for the following categories:

1. Category A: General Accounting and TDS
2. Category B: Direct and indirect Taxation

Interested Applicants are required to submit their proposals (for each category they want to apply for separately) online on the E-procurement website on or before 09/02/2024 to 03/03/2024 as per the RFP document. In case of any queries, the Bidders are invited to contact on the following email id: [bidajhs1234@gmail.com](mailto:bidajhs1234@gmail.com)

Note: This is a common document for which can be referred for general and special conditions for all the categories as follows:

#### **Category A: General Accounting and TDS**

#### **Category B: Direct Taxation and Indirect Taxation**

Interested Applicant is required to apply for each category separately as an individual bid for each category. Please note financial bid for each of the category applied for, is required to be filled separately, as per the respective formats on the tender portal.

However this document is for reference to "Category A: General Accounting and TDS," only

**Disclaimer:**

This Request for Proposal (RFP) for Selection of Chartered Accountants Firm for General Accountancy, Direct & Indirect Taxation, consulting and other related works of Bundelkhand Industrial Development Authority (BIDA) (hereinafter referred to as the “Project”) contains brief information about the scope of work and selection process for the Successful Bidder (or “Consultant”). The purpose of the e- bid document is to provide the bidder/ vendor with information to assist the formulation of their application (‘the Application’). The services related to fund raising as envisaged by the Authority will further be known as “The Project”.

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. 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 for the competition.

Bundelkhand Industrial Development Authority (BIDA), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

BIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. BIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid.

Data sheet:

1	Name of the Bid	Request for proposal (RFP) for selection of Chartered Accountants firm for General Accountancy, Direct & Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA)
2	Duration of selection	Till 31st march 2025 from the date of signing of contract
3	Method of selection	combined Quality cum cost Based Selection (CQCCBS): 70:30
4	Bid Processing Fee	INR 5000 +18% G.S.T. I.e. INR 5,900/- (five thousand nine hundred only) (though RTGS only) (Non- refundable) Note: Separate bid processing fee has to be paid for every category the bidder applied for.
5	Earnest money Deposit (EMD)	Refundable amount of INR 50500 (INR fifty thousand five hundred though RTGS only) Note: Separate EMD fee has to be submitted for every category the bidder applies for.
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	Mr. Shashi kant Rai (Finance Controller)
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal currency	INR
11	<b>Schedule of Bidding process</b>	
	Task	Key Dates
	Bid Upload date/time	09/02/2024
	Last date of receiving queries	19/02/2024, 17:00 hrs (IST)
	Pre-bid conference	23/02/2024, 17:00 hrs (IST)
	Date and time for submission or Proposal Due Date (PDD)	02/03/2024, 17:00 hrs (IST)
	Opening of Technical Bids	03/03/2024, 17:00 hrs (IST)
	Technical Presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of	To be communicated
	Notice of Slection	

12	Signing of Agreement	To be communicated
13	Consortium to be allowed	No
14	Sub-contracting is allowed	No
15	Account Details	<p>For Bid Processing Fee and EMD (can be sent to following Account)</p> <p>Account No: 50100495803005</p> <p>IFSC Code: HDFC0000453</p> <p>Bank Name: HDFC, Bank Limited, Dumroo Cinema Complex, Civil Lines, Jhansi- 284001</p>

## Contents

Disclaimer.....	2
Data Sheet.....	3
1. Background .....	7
1.1. Brief description of the selection process.....	7
1.2. Communications.....	7
2. Terms of Reference.....	8
2.1. Category A: General Accounting and TDS .....	10
2.2. Category B: Direct Taxation and Indirect Taxation .....	11
2.3. Team .....	12
2.4. Deliverables, Timeline & Payments.....	13
3. Instructions to Bidders.....	14
3.1. General instructions.....	14
3.2. Cost of Bidding.....	15
3.3. Acknowledgement by Bidder.....	15
3.4. Availability of Bid Document .....	15
3.5. Clarifications of e-Bid .....	15
3.6. Amendment of e-Bid Document .....	15
3.7. Preparation and Submission of Proposals .....	16
3.7.1. Language of e-Bid .....	16
3.7.2. Documents constituting the e-Bid .....	16
3.7.3. Documents establishing Bidder's Qualification .....	16
3.7.4. E-Bid form .....	16
3.7.5. E-Bid currency .....	16
3.7.6. Formats and Signing of e-Bid.....	17
3.7.7. Deadline for submission of e-Bid.....	17
3.7.8. Submission of e-Bid .....	17
3.7.9. Late e-Bid .....	18
3.7.10. Withdrawal and resubmission of e-Bid .....	19
3.7.11. Authority's right to accept any e-Bid and to reject any or all e-Bids.....	19
3.7.12. Period of validity of e-Bid.....	20
3.7.13. Correspondence with the Bidder .....	20
3.8. Earnest Money Deposit .....	20
3.9. Opening and evaluation of Bids.....	20
3.9.1. Opening of technical e-Bid by the Authority .....	20
3.9.2. Evaluation of technical e-bid.....	21
3.9.3. Opening of financial e-Bid .....	21
3.9.4. Correction of Errors .....	22
3.9.5. Evaluation of Financial Bids and selection of Bidder.....	22
3.9.6 Process to be Confidential .....	22

3.9.7. Contacting the Authority .....	22
3.9.8. Conditions of eligibility of Bidders.....	23
3.9.9. Qualification Criteria of e-Bids .....	24
3.10. Award of Contract.....	30
3.10.1. Award Criteria .....	30
3.10.2. Notification of award .....	30
3.10.3. Performance Security.....	30
3.10.4. Signing of contract .....	30
4. General Condition of Contract .....	30
4.1. General Provisions .....	30
4.1.1. Definitions .....	30
4.1.2. Law Governing Contract .....	31
4.1.3. Language .....	31
4.1.4. Notices .....	31
4.1.5. Authorized Representatives .....	31
4.1.6. Taxes and duties .....	31
4.1.7. Limitation of Liability.....	31
4.2. Commencement, Completion, Modification and Termination of Contract.....	31
4.2.1. Effectiveness of Contract .....	31
4.2.2. Commencement of Services.....	31
4.2.3. Expiration of Contract .....	31
4.2.4. Modifications or Variations .....	32
4.2.5. Force Majeure.....	32
4.2.6. Termination .....	32
4.3. Obligation of the Consultant .....	33
4.3.1. Standard of Performance.....	33
4.3.2. Confidentiality .....	34
4.3.3. Documents prepared by the Consultant to be the property of the Authority .....	34
4.3.4. Accounting, Inspection and Auditing.....	34
4.4. Obligation of the Client .....	35
4.4.1. Assistance and Exemptions.....	35
4.4.2. Services and facilities .....	35
4.5. Payments to the Consultant .....	35
4.6. Good Faith and Indemnity.....	35
4.7. Settlement of Disputes.....	35
4.8. Fraud and Corrupt Practices .....	36
4.9. Indemnity and Liability.....	36
5. Appendix .....	37

## 1. Background

The Government of Uttar Pradesh has envisaged the development of Sustainable Integrated Industrial Township under newly formed Industrial Authority namely Bundelkhand Industrial Development Authority (BIDA). The Project aims to facilitate investment, foster innovation, enhance skill development, protect intellectual property, and build best-in-class manufacturing infrastructure in Bundelkhand region.

BIDA will serve as a cradle for emerging industries, attract industries from other regions, establish itself as a regional industrial technology centre, supply R&D services to the region's traditional industries and serve as a talent incubation centre by supplying entrepreneurial opportunities and developing talents. The development of BIDA will address the infrastructure bottlenecks through a holistic approach while benefiting from the inherent strengths and competitiveness of the Bundelkhand region. BIDA is proposed to be developed to provide transparent and investment friendly facility regimes. The Industrial Area is proposed to be self-sustained with world-class infrastructure, road and rail connectivity for freight movement to and from ports and logistics hubs, served by reliable power, quality social infrastructure, and provide a globally competitive environment conducive for setting up businesses.

The broad vision for the BIDA is to become a leading manufacturing industrial setup in the state of Uttar Pradesh with the following principles:

- To Serve as a national manufacturing powerhouse
- To act as an incubator for emerging industries and talent
- A sustainable manufacturing region with world-class infrastructure and potential to grow in consonance with future requirements
- Maintain a unique cultural heritage.
- Provide a healthy quality of life.

Therefore, Bundelkhand Industrial Development Authority (BIDA) (client) invites proposals to undertake following project ("The Project")

Request for Proposal (RFP) for Selection of Chartered Accountants Firm for General Accountancy, Direct & Indirect Taxation, consulting and other related works of Bundelkhand Industrial Development Authority (BIDA) (hereinafter referred to as the "Project") contains brief information about the scope of work and selection process for the Successful Bidder (or "Consultant"). The purpose of the e- bid document is to provide the bidder/ vendor with information to assist the formulation of their application ('the Application'). The services related to fund raising as envisaged by the Authority will further be known as "The Project".

### 1.1 Brief description of the selection process

BIDA has adopted a two-stage selection process (collectively the "Selection process") in evaluating the proposals comprising technical and price bids to be submitted on Proposal Due Date. In the first stage, a technical evaluation will be carried out as specified in clause 3.9.9 (1). In the Second stage. A price evaluation will be carried out as specified in clause 3.9.9 (2). Proposals will finally be ranked according to their combined technical and price scores as specified in clause 3.9.9 The first ranked Bidder shall be selected for award of contract (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.

### 1.2. Communications

All communication including the submission of Proposal should be addressed to: **ACEO Bida**

## **2. Terms of Reference**

In order to enhance the operational efficiency and assisting BIDA, the Authority wishes to select local chartered Accountants Firms (CA Firms) for its Taxation, General Accounting and other related work. The selected Chartered Accountant Firm (CA Firm) will be appointed initially till 31st march 2025 and duration may be further extended based on performance and on mutually agreed terms and conditions.

The agencies shall be selected under two broad categories as mentioned below. The consultant shall undertake complete set of works falling under these categories, additionally, any consultancy or services required within these categories shall be provided by the appointed Firm in a timely manner. An indicative scope of work has been furnished in Terms of Reference, Clause 2.1 Clause 2.2 Clause 2.3:

### **Category A: General Accounting and TDS**

### **Category B: Direct Taxation and Indirect Taxation**

**Note:** Applicant may apply for selection in one or more category depending upon relevant similar experiences as per clause 2.1 and compliance to eligibility criteria as per clause 3.9.8 category wise separate applications need to be submitted by the Applicant.

Interested Applicant is required to apply for each category separately as an individual bid in accordance with the unique reference number assigned for each Category. Please note financial bid for each of the category applied for, is required to be filled separately, as per the respective formats on the tender portal.

Also note that any firm who shall be appointed though the RFP process for category A will not be eligible to be appointed for category B and vice-versa, depending upon the order of opening of financial bids for each category of works.

This Technical RFP document pertains to “Category A: General Accounting and TDS”  
The following shall be the tentative scope of work for the Consulting firm (but not limited to):

#### **Category A: General Accounting and TDS**

BIDA wishes to select local chartered Accountants Firms (CA Firms) under section 138 of The companies Act, 2013 to conduct general accounting of the functions and activities of the Authority. All reports and documents submitted by the CA firm shall be signed and stamped by the firm.

#### **General Accounting and TDS**

The tasks will include the day to day computerized maintenance of Accounts, Receipt and payment processes, preparation of bank reconciliation Statements, Preparation of all types of ledgers, preparation of annual financial statements, responsibility for timely completion of statutory audit and day to day consultancy on statutory compliances and all other associated/related tasks as directed by Authorized person. The scope of work mentioned below is indicative and not exhaustive. The assignment would not be limited listed in the aforesaid scope only. Certain additional tasks related to finance, accounts or any compliance related to the same including statutory or non-statutory in nature would have to be undertaken as per the management directions. All reports and documents submitted by the CA firm shall be signed and stamped by the firm.



### **Accounting services**

1. Accounting system design and implementation. The Authority would follow accrual based accounting system and use "tally" as a tool for accounting. Access shall be granted to the consultant for carrying out the scope of work.
2. 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.
3. Financial accounting and Financial reporting in compliance with GFR and other relevant guidelines
4. Maintain day to day accounting on relevant software.
5. Maintenance of all types of accounting records/reports as required statutorily or otherwise for day to day functioning. All necessary documents, supporting, vouchers should be checked and maintained as per the standard procedure.
6. Generation of MIS reports.
7. Financial analysis for existing data and preparation of progressive receipt and expenditure as per budget heads and review of balance sheet fortnightly in the premises of authority.
8. Asset accounting management.
10. Preparing monthly bank reconciliation statements.
11. Costing of Land and other properties/assets.
12. Preparation of Annual budget/revised budget and projected cash flows.
13. Preparation of financial reports /status reports as and when required by the Authority.
14. Conducting concurrent Audits for the Authority and preparation of monthly reports for the same.
15. Provide signed and stamped balance sheets for internal and audit purposes.
16. Computation of labour cess and preparation of reports to be submitted to Labour Cess Department along with assistance in return compliance.
17. RERA certification with UDIN and calculation as per RERA regulations.
18. 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.

### **Payroll**

1. Deductions as per applicable laws like Income tax, PF etc.
2. Computation and deposit of TDS, EST, PF, EPF etc. including return compliance.
3. Issuance of Form 16 and Form 16 A.
4. Periodic reconciliation of payments/statutory deductions etc. with books of account.

### **Tax Deduction at Source (TDS)**

1. Matters relating to TDS on interest paid by various Banks.
2. Computation and deposit of TDS. Currently 1 (one) TAN is held by the Authority for which computations shall be required.
3. Filing of quarterly TDS returns.

- 4 Revision and Rectification of TDS returns.
5. Short out of TDS notice which is received from Traces (TDS department)
6. Payment of TDS on purchase of immovable properties.
7. Verification of TDS computation with regard to payment towards salary and perquisite of every employee of BIDA and verification of TDS certificate as per Form 16.
8. Application and obtaining of TDS exemption/short deduction certificate from Income Tax Departments.
9. The TDS related transactions would be based on requirements arising in the future shall be the responsibility of the consultant.
10. The Authority would use "Tally" as a tool for accounting. Access shall be granted to the consultant for carrying out the scope of work.
11. No withholding certificates are sought currently. Any requirements arising in the future shall be the responsibility of the Consultant.

### **2.1 Category A General Accounting and TDS**

1. Independently review and appraise the systems of control throughout the year (not just the financial controls)
2. Recommend Improvements to internal controls;
3. Ascertain the extent of compliance with procedures, policies, regulations, statutory obligations and other legislations;
4. Ascertain Compliance to IIIT Act 2017, IT Act 1961, personal digital data protection Act, instruction of C & AG, Standard accounting practices, guidelines of the Board and any other relevant laws and guidelines;
5. Provide reassurance to competent Authority that their policies are being carried out with adequate control of the associated risks;
6. Facilitate good practice in managing risks effectively;
7. Ensure that assets and interests are safeguarded from fraud, deter fraudsters and possibly identify fraud.
8. Department wise system and recommendation for best practice to improve the system.
9. CA shall assist the Authority in preparing responses to C & AG observations
10. Evaluate the effectiveness of financial management systems to ensure transparency and accountability.
11. Assess the compliance of financial statements with relevant accounting standards and regulations.
12. Examine the internal controls and risk management mechanisms in place for the industrial projects.
13. Scrutinize the capital budgeting processes and investment appraisal methods applied to the projects.
14. Verify the allocation and utilization of funds in alignment with project milestones and goals.
15. Examine the financial aspects of infrastructure development, ensuring cost-effectiveness.
16. Verify compliance with labor laws and social responsibility initiatives in the industrial city.
17. Examine the financial incentives and subsidies provided to industries within the city.
18. Review the processes for periodic financial audits and compliance checks.
19. Assess the accuracy and reliability of cost-benefit analyses conducted for projects.
20. Examine the financial transparency and disclosure practices of the industrial authority.
21. Verify the mechanisms in place for monitoring and controlling project cost overruns.

22. Areas of Concurrent Audit shall include (But not limited to):

- |                                      |   |
|--------------------------------------|---|
| A. Revenue                           | B. Expenditures                                       |
| C. Procurement of Goods and services | D. Physical Verifications of Inventory & Fixed Assets |
| E. Investments                       | F. Statutory Compliances                              |
| G. Finance & Accounts                | H. Payroll, Retirements Benefits & Pension            |
| I. PMC                               | J. Pre Audits   |

## **2.2 Category B: Direct Taxation and Indirect Taxation**

The selected consultant will be responsible for verifying all type of taxes payable/receivable by the Authority as well as representations at the income Tax Tribunals. They are required to provide advisory services for any tax matter referred by the Authority. It is expected that the team of the selected firm will have necessary expertise, experience, capabilities and knowledge in the area of IT Act 1961 and other tax laws in India and abroad, which shall broadly cover the areas listed below. All reports and documents submitted by the CA firm shall be signed and stamped by the firm. This listing is not exhaustive and should be regarded as an outline only. The assignment will include following work:

### **Taxation**

1. Preparation and filling of the income tax return of the Authority and any other related returns as per their due dates or on annual basis and generation of 26 AS.
2. Assist in currently pending cases and future direct tax and Indirect tax proceedings i.e., preparation of details required to be submitted to the tax department and appearance before the tax authorities.
3. Computation of Advance Tax under the Income tax act on quarterly basis.
4. Computation of provision for income tax for annual closing of accounts. Draft accounts and calculation shall be shared by the Authority. Taxation Consultant to verify and advice on the same.
5. Preparation and filing of required applications with tax authorities. Consultant to assist in communications/responses to inquiries/applications/letters shared by tax authorities by BIDA and vice versa.
6. Preparing direct tax and indirect tax status report on quarterly basis. Reports shall consist of details of works undertaken and financial reports during the quarter. Status of works which are completed or pending and any other requirements/recommendations/observations shall be a part of the report.
7. Opinion on matters relating to EPF/ESIC cases pending before RPFC, High court and other authorities
8. Furnishing information/opinion to BIDA on the various day to day tax matters.
9. Consultancy on various intricate matters pertaining to the Income Tax.
10. Effective tax management, tax structuring and advisory services and Tax planning for corporate/authority and others.
11. Providing regular updates on amendments, circulars, notifications and judgment.
12. Liaison with Income Tax department with respect to ongoing and future cases related to the Authority of rectification, assessment, obtaining refund etc.
13. Compiling and filing of Form 15 CA and 15 CB.
14. Preparation of GST return, filing of electronic returns and liaison with GST authorities.
15. The consultant is required to assist the Authority in making tax payments by generating payment advise and collation of relevant data. Returns to be filed by the consultant on behalf of BIDA and confirmation/acknowledgement reports to be submitted for the same.
16. The consultant is free to use any appropriate method/tool for invoicing and GST returns as per the applicable regulations. Consultant should be able to furnish reports, data, information etc. as require by the Authority from time to time.
17. All returns, pending as on the date of signing of contract and falling within the contract period, shall be the responsibility of the consultant.
18. For carrying out the scope of work, Authority shall grant access to the accounting tools used within the Authority. Consultant shall be responsible for extracting relevant information.

**Note:** The volume of data would be subject to the actual.

## **Representation and Litigation**

1. Drafting of appeals and appearance before the appellate authorities- including but not limited to Commissioner of Service Tax/GST (appeals) and Custom Excise and service Tax Appellate Tribunal, or any other Appellate Tribunal including GST for this purpose. (This shall include the work pertaining to legal representation/advice/drafting relating to the tax matters, for which no additional fee shall be paid).
2. Advance rulings under taxation laws.
3. Follow up with tax authorities and handling assessments. Assistance in drafting of the submission and filing of replies for various tax related matters from competent authorities.
4. Representation of matters pending before appellate authority, Hon'ble Supreme Court and Hon'ble High Court of Lucknow, and Prayagraj. The Consultant shall assist in documentation and filings for all concerned matters. A legal expert shall be appointed in consultation with the Authority and the fees shall be borne by the Authority.
5. Preparation and filing of writs/counter affidavit/rejoinder/SLP/appeal against penalty orders/tax liabilities issued against BIDA.
6. Assistance in preparation of submissions and replies to notices received in Taxation

## **2.3 Team**

A team leader/expert shall be dedicated towards the Authority for complete duration of contract period. The team members proposed for Leadership and Guidance will be responsible for quality control and Authority or over phone/virtual meetings.

### **(A) For Category A: General Accounting and TDS**

**Team Lead:** Chartered Accountant with minimum twelve (12) years of work experience in relevant category applied for. S/He should have experience in leading a multi-disciplinary team (at least 6 team members) involving diverse areas of work within Accounting and Finance for government bodies. Should be well-versed with coordination among various departments/client stakeholders, teamwork-flow management and have ability to work in a fast-paced work environment

#### **On-Site Personnel:**

- (i) One dedicated personnel shall be required to be based out of the Authority premises for the entire duration of the contract. **He/She should be a Chartered Accountant having minimum 5 years of experience with general accountancy and consultancy.** The Authority shall provide functional space w/o any computers/IT equipment's.
- (ii) At least two dedicated personnel shall be required to be based out of the Authority premises for the entire duration of the contract. **He/She should be graduate having minimum 5 years with general accountancy works.** The Authority shall provide functional space w/o any computers/IT equipment's.

Note: As per the requirement of the project for each category, additional resources may be required during the project for specific implementation requirements or for certain functions. For instance, subject matter experts / additional resources may be required for effectively carrying out the services

### **For Category B: Direct Taxation and Indirect Taxation**

**Team Lead:** Chartered Accountant with minimum twelve (12) years of work experience in Direct Taxation and Indirect Taxation. She/He should have experience in leading a multi-disciplinary team (at least 6

team members) involving diverse areas of work within Accounting and Finance for government bodies. Should be well-versed with coordination among various departments/client stakeholders, teamwork-flow management and have ability to work in a fast-paced work environment

Two Tax Expert (2 persons) shall also be appointed, who will be responsible for expert consultation, and carrying out the works with the Authority. These experts shall be available for focused discussions as and when required in the Authority.

#### **Tax Expert 1: Direct Tax Expert**

He/She should have minimum 5 years of experience with demonstrated experience of working on similar projects that involve direct taxation and ITAT issues for urban local body / PSU / semi government / industrial Authority / any other Government statutory body in India

#### **Tax Expert 2: Indirect Tax Expert**

He/She should have minimum 5 years of experience with demonstrated experience of working on similar projects that involve indirect taxation and ITAT issues for urban local body / PSU / semi government / industrial Authority / any other Government statutory body in India

### **2.4 Deliverables, Timeline & Payments: -**

#### **Deliverables**

The CA firm shall submit a quarterly progress report for each quarter within 15 calendar days of completion of a quarter.

#### **Payments**

The project shall be completed within a period of till **31<sup>st</sup> March 2025** from the commencement date. The payments to be made to the firm shall be equally divided into the number of quarters which shall occur upto 31<sup>st</sup> March 2025. Payments for any quarter which shall not be of complete three month period shall be done on pro rata basis.

In response to the RFP, the Applicant shall provide financial quote in as a **lump sum fee for the complete period (excluding GST) for the category/categories applied individually** in separate Financial BoQ formats on the e-tender portal. GST as per applicable rates shall be paid by the Authority as extra. The fees shall be quoted in INR. The financial quote shall be inclusive of the following:

- Fees of all personnel to be deployed
- All Out-of-Pocket Expenses (OPE)
- Travel, boarding and lodging on Site
- Equipment to be used by the Consultant like laptop, internet dongle etc.
- Digital tools/ collaboration platforms deployed by the Consultant
- Third-party software/license costs
- Stationery
- Admin expenses
- Guest house-cum-office set-up cost (including space renting, furnishing, equipment, regular maintenance etc.), if required.

The payments shall be made to the consultant on a quarterly basis.

#### **Note:**

In addition to the above, the Consultants shall submit monthly progress reports indicating the progress of the works undertaken in terms of schedule activity versus actual status, reasons for delay (if any) and the likely action plan for the following months.

- a) All payments shall be made only after approval of submitted documents to the Authority
- b) The overall period of the engagement of the Consultant shall be till 31st March 2025 from the date of signing the contract, with the provision for extension based on requirement and mutual agreement (including duration, team-size, composition, professional fee etc.)
- c) Financial bids for each category to be submitted in their respective formats as per their RFP reference numbers

The Consultant is required to undertake necessary field studies, analysis the data, develop a better understanding of the Authority, and any other significant assessments necessary to effectively carry out the required scope of works.

### **3. Instructions to Bidders**

#### **3.1 General instructions**

- 1) A Bidder shall not be entitled to submit multiple applications.
- 2) The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per there quirements.
- 3) The Bidder shall carry out the services in compliance with the provisions of this RFP. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services as mentioned in Terms of Reference, as envisaged by the Authority, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- 4) Bidders shall be evaluated basis Evaluation Criteria specified in this 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 BIDA's decisions are without any right of appeal whatsoever.
- 5) Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
- 6) Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. The Bidders shall certify the same in the Letter of Proposal - Form 1 (Appendix 5.1).
- 7) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to BIDA before the last date for receiving queries/clarifications.
- 8) BIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by BIDA.
- 9) The quoted rate shall be written in figures and words, in the event of any

discrepancy between figure and words the later would override the former.

- 10) The Bidder shall quote professional fee (in lumpsum terms) inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by BIDA at the rate applicable on the date of invoicing.
- 11) The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

### **3.2. Cost of Bidding**

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process or cancellation of the bidding process on any account.

### **3.3. Acknowledgement by Bidder**

It shall be deemed that by submitting the e-Bid, the Bidder has:

- 1) made a complete and careful examination of the e-Bid;
- 2) received all relevant information requested from BIDA;
- 3) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of BIDA;
- 4) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all its obligations;
- 5) acknowledged that it does not have a Conflict of Interest; and
- 6) Agreed to be bound by the undertaking provided by it under and in terms hereof.

### **3.4. Availability of Bid Document**

This Bid document is available on the web site <http://etender.up.nic.in> and on Bundelkhand Authority's website [bidajhs1234@gmail.com](mailto:bidajhs1234@gmail.com) to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e- Bidder notice/ e-Bid document. The Bidder's shall have to pay bid processing fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non- refundable. Bid without Bid fee in the prescribe form will not be accepted.

### **3.5. Clarifications of e-Bid**

- 7) During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- 8) In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- 9) However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 4.1.7 of this e-Bid document under Fraud and Corrupt Practices.

### **3.6. Amendment of e-Bid Document**

- 10) At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its on iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e- procurement website <http://etender.up.nic.in>, though corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document

shall be treated as amended accordingly.

- 11) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- 12) To allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>, .

### **3.7. Preparation and Submission of Proposals**

#### **3.7.1. Language of e-Bid**

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged between the Bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

#### **3.7.2. Documents constituting the e-Bid**

The e-Bid prepared by the Bidder shall comprise the following components:

- 1) **Technical e-Bid:** Technical e-Bid will comprise of:
  - **Fee details:** Details of Bid processing fee and prescribed EMD
  - **Eligibility details:** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
  - **Technical evaluation:** Details of all documents needed for Technical evaluation as mentioned in this RFP
- 2) **Financial e-Bid:** Financial Bid as per the prescribed format given in **Appendix 5.8**

#### **3.7.3. Documents establishing Bidder's Qualification**

- 3) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- 4) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

#### **3.7.4. E-Bid form**

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

#### **3.7.5. E-Bid currency**

Prices shall be quoted in lumpsum terms in Indian Rupees only.



### **3.7.6. Formats and Signing of e-Bid.**

- (1) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- (2) 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 contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution/Authorized Signatory etc.

### **3.7.7. Deadline for submission of e-Bid**

E-Bid (Technical and Financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Authority 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 the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3.7.8. Submission of e-Bid**

- 5) The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) No hard copy submission of the bid has to be made

### **The Bidders must follow the following instructions for submission of their e-Bid:**

- 1) 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 <http://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.
- 2) In addition to the normal registration, the Bidder has to 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 <http://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 <http://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. The Authority 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.

- 3) 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. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the RFQ cum RFP document.
- 4) 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 and financial schedules/packets given in the Bid details. The details of the RTGS 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.
- 5) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid 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 files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
- 6) 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.
- 7) 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.
- 8) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

#### **3.7.9. Late e-Bid**

- 1) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2) The server time indicated in the bid management window on the e-procurement website <http://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.

- 3) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder must 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 what so ever reason, during e-Bid submission process.

#### **3.7.10. Withdrawal and resubmission of e-Bid**

- 1) 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.
- 2) 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 e-Bid security.
- 3) 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.
- 4) 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.
- 5) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

#### **3.7.11. Authority's right to accept any e-Bid and to reject any or all e-Bids.**

- 1) Notwithstanding anything contained in this e-Bid, BIDA 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.
- 2) The Authority reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by BIDA, the supplemental information sought by BIDA for evaluation of the e-Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a) invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
- b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

#### **3.7.12. Period of validity of e-Bid**

- 1) E-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Authority. An e-Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2) In exceptional circumstances, the Authority 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. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

#### **3.7.13 Correspondence with the Bidder**

- 1) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Partners in relation to acceptance or rejection of any e-Bid.
- 2) Subject to Clause 3.9.7, no Bidders or its Partners shall contact BIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- 3) Any effort by the Bidder or by its Partners to influence BIDA in the Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

### **3.8. Earnest Money Deposit**

- 1) The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
- 2) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- 3) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- 4) The successful Bidder's e-Bid EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.
- 5) The EMD may be forfeited:
  - If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

### **3.9. Opening and evaluation of Bids**

Under Combined Quality cum Cost Based Selection (CQCCBS) process, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%

#### **3.9.1. Opening of technical e-Bid by the Authority**

- 1) The Authority will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at Bundelkhand Industrial Development Authority. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the 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.
- 2) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of BIDA 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.
- 3) The Bidders names and the presence or absence of requisite e-Bid security and such other details as

the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

- 4) The Authority will prepare minutes of e-Bid opening.

#### **3.9.2. Evaluation of technical e-bid**

- 5) Subject to confirmation of the Bid Security, the Technical Bid will be taken up for determination of responsiveness of the Bid in terms hereof.
- 6) The Technical Bid shall be considered responsive only if:
  - a. it is received as per formats prescribed herein.
  - b. it is received by the Bid Due Date including any extension thereof
  - c. it contains all the information and documents (complete in all respects) as requested in this RFP;
  - d. it does not contain any condition or qualification; and
  - e. it is not non-responsive in terms hereof.
- 7) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 8) Bidders who meet the eligibility requirements specified in Clause 3.9.8 hereof shall qualify for evaluation of their Technical Bids. Bids which do not meet the eligibility as per Clause 3.9.8 shall be rejected and shall not be evaluated further. The Technical Bids will then be evaluated as per the process laid in Clause 3.9.9
- 9) During the evaluation process of Technical Bids, the Eligible Bidders shall be invited to deliver a technical presentation. The date, time and venue for the presentation shall be communicated at a later date.
- 10) The Bidders who attain minimum 70 marks post the presentation and technical evaluation shall be eligible for the next stage and shall be declared as "Shortlisted Bidders".
- 11) The Authority shall inform the Shortlisted Bidders, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

#### **3.9.3. Opening of financial e-Bid**

- 1) After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e- Bids will not be opened.
- 2) The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may have sent by e-mail provided by Bidder.
- 3) The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, lumpsum price quoted for various items etc. will be announced at the meeting.

- 4) The Authority will prepare the minutes of the e-Bid opening.

#### **3.9.4. Correction of Errors**

- 1) Financial Bids determined to be responsive will be checked by BIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- 2) The amount stated in the Financial Bid will be adjusted by BIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

#### **3.9.5. Evaluation of Financial Bids and selection of Bidder**

- 1) Subject to the provisions of clause 3.9.2, the Shortlisted Bidder whose Financial Bid is adjudged responsive in terms of clause 3.9.9, shall be evaluated and compared for Financial Bids by the Authority.
- 2) Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- 3) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- 4) **Highest points basis:** Based on the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal 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 H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

#### **3.9.6. Process to be Confidential**

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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

#### **3.9.7. Contacting the Authority**

- 1) No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e-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.
- 2) Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e-bid comparison or contract award may result in rejection of the Bidder's e-Bid.

- 3) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from BIDA works and legal proceeding can also be initiated.

### 3.9.8. Conditions of eligibility of Bidders

The Bidders must fulfill all the eligibility conditions as mentioned below to be eligible for technical qualification evaluation:

Sr.No.	Pre-Qualification Criteria	Supporting Document
<b>A.</b>	<b>Legal Status</b>	
1.	The Bidder should be a corporation/ Private Limited Company/ Public Limited Company/ Firm registered under the Companies Act (a proprietary firm, a Partnership Firm, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society) in India at least for the last 12 years as on 31.03.2023 and must be registered with The Institute of Chartered Accountants of India	Copy of Incorporation Certificate Copy of Registration Certificate under ICAI Appendix 5.3: Form 3 Appendix 5.13: Form 11
2.	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder signed and stamped on a notarized stamp paper
3.	The Bidder should not have been blacklisted /debarred/termination of contract by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/ Non-Government/Private Agencies and Funding Agencies as on the bid due date.	Self-Attested Undertaking by the Bidder Company Appendix 5.9: Form 9 Appendix 5.13: Form 11
4.	Full operational office set up in Jhansi with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement or any other proof to show occupancy for last six months
<b>B.</b>	<b>Financial Capacity</b>	
1.	Have average professional fees of <b>Rs. 50 Lakhs (Rs. fifty Lakhs Only)</b> or above in three (3)consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission.	Form 2 and Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years or CA certificate certifying the turnover are to be provided.
<b>C.</b>	<b>Technical Capacity</b>	

1.	The Chartered Accountant firm should have atleast 2 partners from last five years, all of which should be Chartered Accountant full time partners/exclusively associated 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.	Organization structure and details of Employees on roll along with a self- certification on company letterhead certifying the same
2.	The CA firm should have at least 10 years of experience in similar works with Government/PSU/ULBs/Industrial Development Authorities  Note: Separate credentials required for each categories A and B  In case of Category B, separate experience to be shown 10 years for Direct Tax and Indirect Taxation	1. Appendix 5.8: Form 6 2. Appendix 5.12: Form 10 along with supporting documents 3. Self attested and signed declaration on stamp paper stating the relevant experience  Bidder to provide at least 1 relevant project for each Year for marking

**Note:**

- The Bidder should fulfill all minimum requirements mentioned above. The Bidder not having anyone or more documents mentioned above will not be considered as Pre-qualified.
- All documents should be self-attested by the Bidder. Any document found not attested will not be considered.

### 3.9.9. Qualification Criteria of e-Bids

#### 1) Technical Qualification Criteria:

The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest for only eligible bidders as per the eligibility criteria as specified in clause 3.9.8. Technical criteria is separate for each category and bidders applying in the particular category/categories shall be marked against the respective criteria

#### Category A: General Accounting and TDS

The Technical Evaluation of the eligible proposals shall be based on following parameters:

#	Criteria	Marks	Documents to be submitted
A	Average annual turnover of past three years a. INR ≥150 Lakhs to < 300 Lakhs– 10 Marks b. INR ≥300 Lakhs to < 450 Lakhs – 12 Marks c. INR ≥450 Lakhs and Above – 15 Marks	15	Form 2 and Audited Financial statements/Certified Annual Reports/CA certificate specifying the same
B	Work Experience in General Accountancy services or similar in Government Entities/ Govt/Semi Govt/PSU/ULBs/ Industrial Development Authorities	20	1. Form 4 and 2. Work order/ copy of few pages of the contract



	<div>a. <math>\geq 10</math> and <math>&lt;15</math> Years – 10 Marks</div> <div>b. <math>\geq 15</math> and <math>&lt;20</math> years – 15 Marks</div> <div>c. 20 years and above – 20 Marks</div>		agreement/letter of award (providing						
C	<div>Consultant for who has provided General Accountancy services to any single for urban local body / PSU / semi government / Industrial Authority / any other Government statutory body in India having a minimum turnover of INR 1000 Crores. (Various Branches/ Unit of one entity are to be considered one Company) in the last five financial years.</div> <div>a. <math>\geq 1</math> and <math>&lt;2</math> entities – 10 Marks</div> <div>b. <math>\geq 2</math> and <math>&lt;4</math> entities – 15 Marks</div> <div>c. 4 entities and above – 20 Marks</div>	20	<div>evidence of brief description of the relevant scope of work) and</div> <div>3. Any one of the following:</div> <div>a. Client certificate specifying similar experience or</div> <div>b. Completion certificate or</div> <div>c. CA certification for 90% completion and payment of the project</div> <div>d. Any other proof of work completion</div> <div>Bidder to provide at least 1 relevant project for each Year for marking</div>						
D	<div>Team:</div> <div>Number of full time partners exclusively associated with the Firm rendering similar nature of professional services for not less than 5 Years</div>		Organization structure and details of Employees on roll along with a self-certification on company letterhead certifying the same						
	<div>Minimum no. of Partners = 2</div> <div>2 Additional marks for every extra partner upto 10 marks maximum</div>	10							
E	<div>Technical Presentation</div> <div>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference</div>								
	<table><tr><th>Particulars</th><th>Marks</th></tr><tr><td>a. Experience of the firm in providing similar services</td><td>10</td></tr><tr><td>b. Approach and Methodology for overall scope of work. The Bidder shall elaborate on a work plan for a holistic approach towards the assignment</td><td>10</td></tr></table>	Particulars	Marks	a. Experience of the firm in providing similar services	10	b. Approach and Methodology for overall scope of work. The Bidder shall elaborate on a work plan for a holistic approach towards the assignment	10	35	
Particulars	Marks								
a. Experience of the firm in providing similar services	10								
b. Approach and Methodology for overall scope of work. The Bidder shall elaborate on a work plan for a holistic approach towards the assignment	10								

	c. Organization and staffing proposed for the assignment - General qualification (Education) - Adequacy for Project (training/certifications/accreditations etc.) - Years of experience in relevant role for each member proposed	15		
	<b>Total</b>		<b>100</b>	

**Category B: Direct Taxation and Indirect Taxation**

The Technical Evaluation of the eligible proposals shall be based on following parameters:

#	Criteria	Marks	Documents to be submitted
A	Average annual turnover of past three years a. INR $\geq$ 150 Lakhs to < 300 Lakhs– 10 Marks b. INR $\geq$ 300 Lakhs to < 450 Lakhs – 12 Marks c. INR $\geq$ 450 Lakhs and Above – 15 Marks	15	Form 2 and Audited Financial statements/Certified Annual Reports/CA certificate specifying the same
B	Work Experience in Indirect/Direct Taxation or similar in Government Entities/ Govt/Semi Govt/PSU/ULBs/ Industrial Development Authorities a. $\geq$ 10 and <15 Years – 10 Marks b. $\geq$ 15 and <20 years – 12 Marks c. 20 years and above – 15 Marks	15	1. Form 4 and 2. 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 3. Any one of the following: a. Client certificate specifying similar experience or b. Completion certificate or c. CA certification for 90% completion and payment of the project d. Any other proof of work completion
C	Bidder should have served as tax consultant for urban local body / PSU / semi government / Industrial Authority /any other Government statutory body in India  Number of clients served as tax consultant in last 7 years a. $\geq$ 1 and <3 – 10 marks b. $\geq$ 3 and <5 – 12 marks c. 5 projects and above – 15 marks	15	

			Bidder to provide at least 1 relevant project for each Year for marking						
D	<p><b>Team:</b></p> <p><b>(i) Team Lead (1 person)</b></p> <p>Should be a qualified CA / CMA preferably with a law degree capable of independently handling taxation, and ITAT cases</p> <p>Experience of 10 to 15 Years- 4 Marks</p> <p>Experience of 15 Years and above – 8 Marks</p> <p><b>(ii) Tax Expert 1: Direct Tax Expert</b></p> <p><b>(iii) Tax Expert 2: Indirect Tax Expert</b></p> <p>Both should be qualified CA / CMA capable of independently handling taxation, and ITAT cases. Should have minimum 5 years of experience with demonstrated experience of working on similar projects that involve taxation and ITAT issues for urban local body / PSU / se mi government / industrial Authority / any other Government statutory body in India</p> <p><b>Experience of 5 to 10 Years- 3 Marks</b></p> <p><b>Experience of 10 Years and above – 6 Marks</b></p> <p><i>(Marking for each personnel individually)</i></p> <p>Note: These experts shall be in addition to the Team lead as specified in Clause 2.4 Team, Page 12. These experts will be responsible for expert consultation, quality control and coordination with the Client and shall be available for focused discussions as and when required in the Authority</p>	20	Appendix 5.5: Form 5A Appendix 5.6: Form 5B Appendix 5.7: Form 5C						
E	<p><b>Technical Presentation</b></p> <p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference</p> <table><tr><th>Particulars</th><th>Marks</th></tr><tr><td>a. Experience of the firm in providing similar services</td><td>10</td></tr><tr><td>b. Approach and Methodology for overall scope of work. The Bidder shall elaborate on a work plan for a holistic approach towards the assignment</td><td>10</td></tr></table>	Particulars	Marks	a. Experience of the firm in providing similar services	10	b. Approach and Methodology for overall scope of work. The Bidder shall elaborate on a work plan for a holistic approach towards the assignment	10	35	
Particulars	Marks								
a. Experience of the firm in providing similar services	10								
b. Approach and Methodology for overall scope of work. The Bidder shall elaborate on a work plan for a holistic approach towards the assignment	10								

c. Organization and staffing proposed for the assignment	15		
<ul style="list-style-type: none"> <li>- General qualification (Education)</li> <li>- Adequacy for Project (training/certifications/accreditations etc.)</li> <li>- Years of experience in relevant role for each member proposed</li> </ul>			
<b>Total</b>		<b>100</b>	

**Note:** The Bidders who attain minimum **70 marks** as per the above-mentioned technical qualification criteria for each respective category shall be qualified for financial bid opening

## 2) Evaluation of Financial Bids and Selection of Bidder:

- The financial bids of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost using Combined Quality cum Cost Based Selection (CQCCBS) process with technical score having weightage of 70% and financial price having weightage of 30%
- Based on the criteria and the total score, the technical scores will have a weightage of 70%. The Financial bids will be allotted a weightage of 30%.

- Financial Score shall be calculated as follows-

$S_f = 100 \times FL / F$ , in which  $S_f$  is the financial score,  $FL$  is the L1 quote and  $F$  is the Financial quote of the proposal under consideration.

Example: In case the financial bids by three bidders are as follows:

Bidder A: 15 Lakhs

Bidder B: 18 Lakhs

Bidder C: 20 lakhs

Then, out of these the lowest bid (L1) is from Bidder A as 15 lakhs.

Then Financial Score ( $S_f$ ) for all three bidders shall be as follows:

For Bidder A:  $S_f = 100 \times 15 / 15 = 100$

For Bidder B:  $S_f = 100 \times 15 / 18 = 83$

For Bidder C:  $S_f = 100 \times 15 / 20 = 75$

- The total score shall be obtained by weighing the quality and cost scores and adding them.
- Consolidated score = Technical score \* 0.70 + Financial score \* 0.30
- 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.

### **3.10. Award of Contract**

#### **3.10.1. Award Criteria**

- 1) The final Letter of Award (LoA) will be given to the selected Bidder who secures maximum marks based on the Evaluation Criteria of Bids laid in Clause 3.9.9.

#### **3.10.2. Notification of award**

- 1) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail, that its e-Bid has been accepted.
- 2) The notification of award will constitute the formation of the contract.

#### **3.10.3. Performance Security**

EMD of the successful bidder will be considered as the security deposit and will be released after completion of the assignment.

Before the contract is awarded to the Consultant, an agreement will have to be signed by the Consultant at his cost on proper stamp paper

- 1) In case of a successful bidder, the performance security submitted by the bidder shall be forfeited under the following conditions:
  - a) If the bidder violates any such important conditions of this RFP.
  - b) If the bidder indulges any such activities as would jeopardize the interest of BIDA in timely finalization of this RFP document.
- 2) The decision of BIDA regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder.

#### **3.10.4. Signing of contract**

At the same time as the Authority notifies the successful Bidder that its e-Bid has been accepted; the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal to sign the Contract shall constitute a breach of the e-Bid. The same resulting in forfeiture of security, EMD and invocation the performance Guarantee besides other legal remedies available to BIDA. The Bidder need not download and submit in hard copies of these documents.

## **4. General Condition of Contract**

### **4.1. General Provisions**

#### **4.1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1) "Consultant" means the successful bidder that will provide the Services to the Authority ("the Client") as a Chartered Accountant firm under the Contract
- 2) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- 3) "Government" means the Government of the Client's country/state
- 4) "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

#### **4.1.2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **4.1.3. Language**

This Contract 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.

#### **4.1.4. Notices**

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

#### **4.1.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Advisor may be taken or executed by the officials specified in the Contract.

#### **4.1.6. Taxes and duties**

TDS shall be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by BIDA at the rate applicable on the date of invoicing.

#### **4.1.7. Limitation of Liability**

The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.

### **4.2. Commencement, Completion, Modification and Termination of Contract**

#### **4.2.1. 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.

#### **4.2.2. Commencement of Services**

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

#### **4.2.3. Expiration of Contract**

Unless terminated earlier pursuant to GC Clause 4.2.6 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

#### **4.2.4. 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.

#### **4.2.5. Force Majeure**

##### **1) 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.

##### **2) No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract in so far 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.

##### **3) 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.

##### **4) Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### **4.2.6. 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.

##### **1) By the Authority**

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this GC Clause 4.2.6. (1). In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

- a. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b. If the Consultant becomes insolvent or bankrupt.
- c. If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. 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.

- e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 4.7 hereof.
- g. If consensus is not reached between the client and the consultant on any decision during the execution of the services such as selection of borrowing/fund raising program, structure and/or terms of the borrowing/fund raising program, credit rating, coupon rate, etc. and the borrowing program / fund raising is abandoned, the mandate/contract will stand revoked without any obligation on either party

## **2) 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 GC Clause 4.2.6. (2):

- a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 4.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b. 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.
- c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 4.7 hereof.
- d. If consensus is not reached between the client and the consultant on any decision during the execution of the services such as selection of borrowing/fund raising program, structure and/or terms of the borrowing/fund raising program, credit rating, coupon rate, etc. and the borrowing program / fund raising is abandoned, the mandate/contract will stand revoked without any obligation on either party

## **3) Payment upon Termination**

Upon termination of this Contract pursuant to GC Clauses 4.2.6. (1) or 4.2.6. (2), the Client shall make the following payments to the Consultant:

- a. Payment pursuant to GC Clause 4.5 for Services satisfactorily performed prior to the effective date of termination;
- b. Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 4.2.6 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **4.3. Obligation of the Consultant**

### **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, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

#### **4.3.2. 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 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 3 years from the date of termination of this Agreement.

#### **4.3.3. Documents prepared by the Consultant to be the property of the Authority**

1. All plans, drawings, specifications, designs, reports, other documents (in hard and soft copies) and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
2. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.
3. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e. Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

#### **4.3.4. Accounting, Inspection and Auditing**

The Consultant

1. 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
2. Shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract, 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.

#### **4.4. Obligation of the Client**

##### **4.4.1. 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.

##### **4.4.2. Services and facilities**

The Client shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

#### **4.5. Payments to the Consultant**

Payments will be made to the account of the Consultant and according to the payment terms stated in the Contract. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by BIDA at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

#### **4.6. Good Faith and Indemnity**

1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **4.7. Settlement of Disputes**

This Contract shall be governed by, and construed in accordance with, the laws of India.

1. 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.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

2. Arbitration: In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Jhansi, India. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
3. Jurisdiction: Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the District Jhansi, to which both the parties agree to submit for these purposes. Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District Jhansi, Uttar Pradesh. The District Court shall have exclusive jurisdiction to settle dispute arising under this agreement

#### 4.8. Fraud and Corrupt Practices

1. 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 E-Bid, the Authority shall reject a Bid without being liable in any manner what so ever to the Consultant, if it determines that the Consultant 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 E-BID, including consideration and evaluation of such Consultant’s Proposal.
2. For the purposes of this Clause 4.8, the following terms shall have the meaning here in after respectively assigned to them:
3. **“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 there from, 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 3.2.13 of this e-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;
4. **“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;
5. **“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;
6. **“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
7. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### 4.9. Indemnity and Liability

1. 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.

2. The Contract requires that the aggregate liability of the selected Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant here under.

## 5. Appendix

### Form 1: Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To:

**CEO**

Bundelkhand Industrial Development Authority

Office address- 284001, Block A, Kisan Bazaar, near

Bus Stand, Jhansi

Sub: Submission of proposal for Selection of Chartered Accountants Firm for General Accountancy, Direct & Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA)

Dear Sir/Madam,

With reference to your e-Bid Document dated..... I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for \_\_\_\_\_(Insert name of Project)

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 Consultant 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 authority 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:

- 1) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- 2) 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 4.8 of the E-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

- 3) 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 Vendor, without incurring any liability to the Bidders in accordance with Clause 3.7.11 of the E-Bid document;
- 4) 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 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;
- 5) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- 6) I/We further certify that the firm or personnel deployed for the Project have not been blacklisted/debarred by any Government/Government Board/Corporation/Company/Statutory Body/PSU company/Non-Government/Private Agencies and Funding Agencies as on the bid due date
- 7) 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 BIDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above-mentioned Project;
- 8) I/We agree and understand that the proposal is subject to the provisions of the E-BID document. Inno 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;
- 9) I/We have studied e-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;
- 10) I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

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

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorized  
Signatory)(Name and seal of the Bidder)

**Form 2: Financial capacity of the Bidder**

Please provide with financial details about the Bidder along with Audited Financial statements attached as proofs. Along with that please provide financial information for each member in the following format:

<b>Sr. No</b>	<b>Financial Year</b>	<b>Annual Turnover (INR)</b>
1		
2		
3		
	<b>Average Annual Turnover (INR)</b>	

On Behalf of (Name of the Bidder)

Signature of the Authorized Person Name: Designation

**Form 3: Details of Bidders**

1.	Name of the Firm:	
2.	Email id to share Pre Bid Virtual meeting link:	
3.	Date of registration of the Firm:	Country:
4.	Location within Country:	
5.	Address for Communication:	
6.	i. Contact person: ii. Mobile No.: iii. Email id:	
7.	PAN registration Number (Copy of PAN Card to be enclosed)	
8.	GST registration number (Copy of GST registration to be enclosed)	
9.	Registration proof (Copy Firm/LLP copy of registration from ICAI to be enclosed)	
10.	Whether authorization like Power of Attorney/Board Resolution etc. enclosed	
11.	Whether EMD submitted	
12.	Any Other information bidder desired to add	
13.	Copy of certificated for the following: <ul style="list-style-type: none"><li>• PAN card</li><li>• GST registration</li><li>• Incorporation Certificate</li><li>• ICAI Registration Certificate</li></ul>	

On Behalf of (Name of Bidder)

Signature of the Authorized Person

Name: Designation:



#### Form 4: Credential format

##### **Firm's relevant experience/Technical Expertise:**

(Bidders to provide details for relevant category applied for)

Bidder's details of experience in working:

**CATEGORY A:** Provided General Accountancy services to any single for urban local body / PSU / semi government / Industrial Authority / any other Government statutory body in India having a minimum turnover of INR 1000 Crores. (Various Branches/ Unit of one entity are to be considered one Company) in the last three financial years along with the work orders/completion letters or any other proof of work completion.

#	Name of Client	Financial Year in consultancy was provided	Turnover for the Client in particular FY	Project Details	Supporting documents enclosed	Reference Page Number for Form 4B
1						
2						
3						

**CATEGORY B:** As a Tax Consultant for urban local body / PSU / semi government / Industrial Authority / any other Government statutory body in India in the last five financial years along with the work orders/completion letters or any other proof of work completion.

#	Name of Client	Financial Year in consultancy was provided	Turnover for the Client in particular FY	Project Details	Supporting documents enclosed	Reference Page Number for Form 4B
1						
2						
3						

On Behalf of (Name of Bidder)

Signature of the Authorized

Person Name:

Designation:

##### **Documentary Evidence:**

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 any one of the following:

- Client certificate specifying similar experience or
- Completion certificate or
- CA certification for 100% completion and payment of the project
- Any other proof of work

Completion(Appendix 5.4: Form 4)

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 under taken.

**Form 5A: List of Key Personnel****CATEGORY A: General Accounting and TDS**

Sr. No.	Position	Proposed Profile	Educational Qualification	Years of relevant experience
1.	Team Leader			
2.	On-Site Personnel 1			
3.	On-Site Personnel 2			

**CATEGORY B: Direct Taxation and Indirect Taxation**

Sr. No.	Position	Proposed Profile	Educational Qualification	Years of relevant experience
1.	Team Leader			
2.	Direct Tax Expert			
3.	Indirect Tax Expert			
4.	On-Site Personnel			

On Behalf of (Name of Bidder)

Signature of the Authorized Person

Name: Designation:

(Form 5B and Form 5C to be attached additionally)

**Form 5B: Curriculum Vitae format**

The following information should be provided in the format below for each of the key personnel as specified in the document. This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Proposed:	
Name of Firm	
Name of Staff	
Date of Birth	Nationality
Education	
Employment Record	
From:	To:

Employer:	
Position Held	
Detailed Task Assigned:	
Work Undertaken That Best Illustrates Capability to Undertake the Tasks Assigned	

#### **Form 5C: Declaration Form by the Employee**

(On Bidder's letter head)

#### **TO WHOM SO EVER IT MAY CONCERN**

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 General Accountancy, Direct & Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA). 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 Client. I confirm that I will be available to work as the ..... (Proposed Position).

(Name of the Signatory)

(Designation)

(Signature)

**Form 6: Bidder's organization and experience**

[Provide here a brief (three pages) description of the background and organization of your firm/entity]

**Form 7: Bid Processing Fee & EMD**

[Please capture all relevant information]

**A. Bid Processing fees:**

Name of firm:

UTR No.:

Bid Processing Fees amount (INR): 5,900/-

Amount in words: Rupees Five Thousand, Nine Hundred Only

Bank & Branch Name:

Transfer date (DD-MM-YYYY):

**B. Ernest Money Deposit (EMD)**

Name of firm:

UTR No.:

Ernest Money Deposit amount (INR): 50500/-

Amount in words: fifty thousand five hundred only Bank & Branch Name:

Transfer date (DD-MM-YYYY):

Total Amount (INR):

**Note: Attached documentary evidence as proof.**

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name: Designation

**Form 8: Financial Proposal Submission Form**

(On Bidder's letter head)

[Location, Date]

To,

**CEO**

Bundelkhand Industrial Development Authority

Office address- 284001, Block A, Kisan Bazaar, near Bus Stand,  
Jhansi

Sub: Financial Bid for "Selection of Chartered Accountants Firm for General Accountancy, Direct-Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA)"

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated....., and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by BIDA at the rate applicable on the date of invoicing, Amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

Form 9: Non-Blacklisting declaration

(On Bidder's letter head)

<Location, Date>

To,

CEO

Bundelkhand Industrial Development Authority

Office address- 284001, Block A, Kisan Bazaar, near Bus Stand,  
Jhansi.

Subject: Non-Blacklisting declaration in connection with RFP : BIDA for Selection of Chartered Accountants Firm for General Accountancy, Direct & Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA)

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for RFP: BIDA dated ..... for Selection of Chartered Accountants Firm for General Accountancy, Direct- Indirect Taxation, Consulting and other related works of Bundelkhand Industrial Development Authority (BIDA). In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We have not been blacklisted/debarred/termination of contract by any Government/Government Board/Corporation/Company/Statutory Body/PSU company/Non-Government/Private Agencies and funding Agencies as on the bid due date
- c. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

## Form 10: Declaration of Assignments Undertaken

(On Bidder's letter head)

<Location, Date>

Details of assignments in similar works with Government/PSU/ULBs/Industrial Development Authorities undertaken by the bidder in past 10 (ten) years:

*(Note: Bidder to submit at least 1 (one) relevant project for each year to establish the experience of past ten years)*

Sr.No.	Name of Client	Start Date of Project	End Date of Project	Project Details (Audit/Tax/ Consulting/ Accounting etc.)	Contract Value/ Fees charged	Supporting Document *

***\*Supporting documents may be considered as:***

Work Order/LoA/Contract/Agreement/Completion Certificate/Client Certificate or any other proof of completion specifying the nature, duration and cost of the project.

In case of empanelment of CA firms, at least one relevant supporting document to be furnished along with empanelment letter/certificate

*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.

We certify that the details provided above are true to the best of our knowledge and understand that our bid shall be disqualified if any discrepancies are found and we shall be liable to action against our firm by the Authority.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

**Form 11: Pre-Qualification Criteria Checklist**

S.No.	Pre-Qualification Criteria	Supporting Document
<b>A.</b>	<b>Legal Status</b>	
5.	The Bidder should be a corporation/ Private Limited Company/ Public Limited Company/ Firm registered under the Companies Act (a proprietary firm, a Partnership Firm, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society) in India at least for the last 10 years as on 31.03.2023 and must be registered with The Institute of Chartered Accountants of India	Copy of Incorporation Certificate Copy of Registration Certificate under ICAI Appendix 5.3: Form 3 Appendix 5.13: Form 11
6.	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder signed and stamped on a notarized stamp paper
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/Private Agencies and Funding Agencies as on the bid due date.	Self-Attested Undertaking by the Bidder Company Appendix 5.9: Form 9 Appendix 5.13: Form 11
8.	Full operational office set up in Jhansi with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months
<b>B.</b>	<b>Financial Capacity</b>	
2.	Have average professional fees of <b>Rs. 50 Lakhs (Rs. fifty Lakhs Only)</b> or above in three (3)consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission	Form 2 and Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.
<b>C.</b>	<b>Technical Capacity</b>	
3.	The Chartered Accountant firm should have atleast 2 partners from last five years, all of which should be Chartered Accountant full time partners/exclusively associated 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	Organization structure and details of Employees on roll along with a self- certification on company letterhead certifying the same



	time employee.	
4.	The CA firm should have at least 10 years of experience in similar works with Government/PSU/ULBs/Industrial Development Authorities	1. Appendix 5.8: Form 6 2. Appendix 5.12: Form 10 along with supporting documents 3. Self attested and signed declaration on stamp paper stating the relevant experience