



# Thane Smart City Ltd.

## Request for Proposal

### For

## Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

**RFP Reference No:**

**Date of Issue:**

**RFP Price: INR ₹ 2000/- (Excluding 18% GST)**

### Issued By:

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Thane Smart City Ltd.  
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## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **Disclaimer**

This Request for Proposal (RFP) for **“Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited”** (hereinafter referred to as “Project”), is issued by Thane Smart City Ltd. (herein referred to as “TSCL”).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither TSCL, nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP for “Project”, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of TSCL. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for deciding to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed TSCL Project, the regulatory regime which applies thereto and by and all matters pertinent to the TSCL Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the TSCL Project. TSCL shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

TSCL shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of TSCL in selecting the Service Provider who qualifies through this RFP shall be final and TSCL reserves the right to reject any or all the bids without assigning any reason thereof. TSCL further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

TSCL may terminate the RFP process at any time without assigning any reason and upon such termination TSCL shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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# **Section I: Instruction to Bidders**

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
<b>DSC</b>	Digital Signature Certificate
<b>EMD</b>	Earnest Money Deposit
<b>GST</b>	Goods and Services Tax
<b>GOM</b>	Government of Maharashtra
<b>PDF</b>	Portable Document Format
<b>PKI</b>	Public Key Infrastructure
<b>TSCL</b>	Thane Smart City Ltd.
<b>RFP</b>	Request for Proposal
<b>PBG</b>	Performance Bank Guarantee
<b>QMS</b>	Quality Management System
<b>SLA</b>	Service Level Agreement
<b>SSP</b>	Selected Service Provider
<b>TCV</b>	Total Contract Value
<b>TEC</b>	Tender Evaluation Committee
<b>TSCL</b>	Thane Smart City Ltd.
<b>TMC</b>	Thane Municipal Corporation

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **Key Terms**

<b>Term</b>	<b>Definition</b>
Authority/Nodal Agency/Purchaser	Means Thane Smart City Ltd. i.e. the issuer of this tender
Bid/ Proposal	This means the documents in their entirety comprising of the Eligibility Proposal, and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by TSCL
Bidder(s)	Eligible, reputed, qualified entities with strong technical and financial capabilities for scope defined in this RFP
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Thane Smart City Ltd).
Consortium	This means a partnership or association or a temporary alliance of two or more business firms, companies or agencies that are separate legal entities formed specifically for the purpose of this Project. Both entities in the Consortium have a substantive role in the conduct of the planned Project and do not merely serve as a conduit of funds to other entity.
Contract / Project Period	The time period for completion of the entire project scope of work defined in the RFP
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in TSCL, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to TSCL to demonstrate commitment and intention to complete the bid process of this RFP
End of Contract	This refers to the time when the Contract Period shall end
e-Tender Portal	The web portal <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> that is official portal for all details and submissions related to this RFP process
Letter of Intent	This refers to the letter issued by TSCL to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by

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<b>Term</b>	<b>Definition</b>
	TSCL in respect thereof
Sign-off	A written documentation issued by TSCL evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
Sub-Category of Organizations	Refers to the various organization's types under TSCL included in scope of work of this Tender
Successful Bidder/ Selected Service Provider/ Selected Consultant	Refers to the bidder who has gone through the selection criteria as mentioned in the RFP and has been selected by the department for the mentioned work
Total Contract Value/ Contract Value	Value (Exclusive of all taxes, levies and duties) finally agreed between TSCL and the Bidder for the delivery of Services mentioned in the RFP (after negotiations with the selected Bidder); which will be the maximum value payable to the Bidder for this Project.

# **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

## **1. Tender Notice**

**RFP reference No:** TSCL/NO/2023/03

**Date:**

Thane Smart City Ltd. (TSCL) invites sealed tenders from reputed experienced professional organizations for **“Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited”**. For this purpose, TSCL intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the technical and commercial bid from the e-tendering portal <https://mahatenders.gov.in> and submission of bid may be done as per details provided in this RFP.

For complete details & formats of RFP, the bidders can visit <https://mahatenders.gov.in> Tender Fee payment of INR ₹ 2000/- (excluding 18% GST) (Non-Refundable) by payment gateway online /RTGS /NEFT /ECS. No brokers/intermediaries shall be entertained. TSCL reserves the right to reject any/all applications without assigning any reasons whatsoever.

### **Note:**

1. The detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in this tender document under **"TENDER SCHEDULE"**. Bidder should carefully note down the cut-off dates for carrying out each e-tendering process/activity.
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the service provider. However, TSCL takes no responsibility, and shall not be liable for the website being temporarily unavailable due to any technical issue at any point of time. Therefore, bidders are encouraged to submit their proposals and complete the process at least 3 days prior to the deadline. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
3. In any event TSCL will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, including all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. TSCL shall not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.

## Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

### 2. Invitation for Bids

1. TSCL hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**” as detailed in this RFP document.
2. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee through e-Tendering Online Payment Gateway mode only.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - III) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer “Bidders Manual Kit” available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. **Note-**
  - a. **Earnest Money Deposit:** - can be paid through Online Payment mode or through Bank Guarantee as per details mentioned in the table given below.
  - b. All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on mahatenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
  - c. Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of Bank Guarantee, physical instrument of the EMD (Bank Guarantee) should be submitted on the day of opening bids and the scanned copy should be uploaded along with the technical documents in the technical proposal envelope. Tender Fee of INR ₹ 2,000/- (excluding 18% GST) should be credited in to TSCL fund account by online payment gateway, before submission of tender response otherwise Bidders cannot participate in tender process. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
  - d. The Electronic tendering system for TSCL will be available on the URL <https://mahatenders.gov.in>.

7. The summary of details regarding this invitation of bids are listed in the table below:-

S.N.	Items	Description
1	RFP Reference Number	TSCL/NO/2023/03

## Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

S.N.	Items	Description
2	Name of the Project	RFP for Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited
3	RFP Document Download Start / End Date & Time	<b>17<sup>th</sup> Nov 2023 to 24<sup>th</sup> Nov 2023 3.00 p.m.</b>
6	Last date (deadline) for submission of bids	<b>24<sup>th</sup> Nov 2023 3.00 p.m.</b>
7	Date and Time of opening of Technical Bids	<b>28<sup>th</sup> Nov 2023 11.00 a.m.</b>
8	Tender Fee to be paid via Online Payment Gateway mode only.	<b>INR ₹ 2000/-</b> (in words INR ₹ Two Thousand One Hundred Eighty only) (excluding 18% GST)
9	Date Time and Place of opening of Technical Proposals	Will be intimated later to the technically qualified bidders
10	Date Time and Place of opening of Financial Proposals	Will be intimated later to the technically qualified bidders
11	Earnest Money Deposit (EMD) to be paid in form of Online Payment/Bank Guarantee	<b>INR 10,000/-</b> (in words INR ₹ Ten Thousand only )
12	Performance Bank Guarantee (PBG)	Performance Bank Guarantee from a Nationalized or Scheduled Commercial Banks as per RBI for a value equivalent to the <b>3% of the Contract Value</b> valid upto 180 days post contract period.
13	Last date for signing contract	As intimated in work order of TSCL
14	Bid Validity Period	120 days from the last date (deadline) for submission of bids.
15	Contract Period	Extendable by 1 year upon the Successful completion of work.
16	<b>Contact Details</b> Nodal Officer, Thane Smart City Ltd. 2 <sup>nd</sup> Floor, Smart City Cell, Mahapalika Bhavan, Sir Senani General Arun Kumar Vaidya Marg, Chandanwadi, Panchpakhadi, Thane – West – 400602. Tel: 022-25441590 Email ID: <a href="mailto:smartcity@thanecity.gov.in">smartcity@thanecity.gov.in</a>	

**Note: Prospective Bidders may visit TSCL Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission**

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

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

#### **3.1 Introduction of TSCL**

**THANE SMART CITY LIMITED** (hereinafter referred to as “the Company” or “TSCL”) was incorporated on 18th October 2016 vide the Government Resolution No.GR no Smart City-2016/anus-58/p.No261 Navi-23 of Government of Maharashtra on Smart City dated 18/06/2016 as a State Government Company having 50% of the shareholding held by the Government of Maharashtra and 50% held by Thane Municipal Corporation(TMC) and its nominees, for the purpose of development of Thane area as a Smart City under the Government of Maharashtra’s Smart City Mission.TMC is the local municipal body established for the development of the Thane area

Thane Smart City Limited was registered as a State Government Company with the Register of Companies, under the Companies Act 2013. The Company is a Special Purpose Vehicle incorporated to Plan, Design, Carry Out Technical And Financial Appraisals, Structure, Construct, Execute, Maintain And Manage And Operate The Projects Stated Under Smart City Proposal (SCP) of Thane Municipal Corporation approved by the Central Government under the Smart City Mission.

With the advent of the Company Act, 2013, every Company, registered with ROC, is required to undertake various compliances in relation to the administration, compliance and filing. In addition to the same, various matters pertaining to party transaction, inter-corporate loans, borrowings & investments, Deposits and other pertinent matters, which affect all Companies (including subsidiary or associate companies of Government Bodies), are required to be reviewed and their relevant disclosures and compliances that are required to be undertaken.

Further, the Nominee Directors are appointed on the Board of Directors of the Company that shall be representatives of TMC, and State Government. The Companies Act, 2013, lays down the Duties and Responsibilities for all Directors and various liabilities on the Directors for non-compliance under the provision of the Companies Act, Rules, Regulations and allied Acts.

#### **3.2 Purpose**

It is a mandatory for the company to adhere to all the compliances of the Companies Act 2013 for its effective functioning. This involves proper maintenance of books of accounts on day to day basis, providing the financial details to the management, liaising with the bankers and auditors of company, coordinating and assisting in preparation of Quarterly/ Half Yearly and Yearly financial reports, Balance Sheets, Annual Reports and appraise the same to the board for Directors for their concurrence and approval and also provide the necessary details as and when necessitated by the Government agencies.

Thane Smart City Ltd. (TSCL) invites sealed tenders from reputed experienced professional organizations for “Selection of Chartered Accountant Firm for the Accounting and Taxation Services for Thane Smart City Limited”.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **3.3 Consortium**

Consortium for this bid process and project is not allowed.

### **3.4 Sub-Contracting Conditions**

Sub-contracting is not allowed

### **3.5 Completeness of Response**

1. The response to this RFP should be full and complete in all respects.
2. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

### **3.6 Proposal Preparation Costs**

1. The bidder shall submit the bid at its cost and TSCL shall not be held responsible for any cost incurred by the bidder.
2. Submission of a bid does not entitle the bidder to claim any cost and rights over TSCL and TSCL shall be at liberty to cancel any or all bids without giving any notice.
3. All materials submitted by the bidder shall be the absolute property of TSCL and no copyright /patent etc. shall be entertained by TSCL.

### **3.7 Bidder Inquiries**

1. Bidder shall E-Mail their queries, as per details in the format as prescribed in the Annexure 1.
2. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic / queries will be entertained thereafter.
3. This response of TSCL shall become integral part of RFP document. TSCL shall not make any warranty as to the accuracy and completeness of responses.

### **3.8 Amendment of RFP Document**

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned websites/portal on regular basis to check for necessary updates. The TSCL also reserves the right to amend the dates mentioned in this RFP.

### **3.9 Supplementary Information to the RFP**

1. If TSCL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP.
2. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### **3.10 TSCL's right to terminate the process**

1. TSCL may terminate the RFP process at any point of time and without assigning any reason.
2. TSCL reserves the right to amend/edit/add/delete any clause of this Bid Document.
3. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

### **3.11 Earnest Money Deposit (EMD)**

1. Bidders shall submit, EMD as defined in this RFP.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

2. Unsuccessful Bidder(s) EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.
3. No interest will be paid by TSCL on the EMD amount and EMD will be refunded to the all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
4. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
5. The EMD may be forfeited:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a Successful Bidder(s), if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then TSCL shall reject the bid and, if necessary, initiate action.
6. The decision of the TSCL regarding forfeiture of the EMD shall be final and binding upon bidders.

### **3.12 Authentication of Bid**

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid.
2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

### **3.13 Language of Bids**

1. This bid should be submitted in English language only.
2. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submit with the bid, and English translation shall be validated at TSCL's discretion.

### **3.14 Bid Submission Format**

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

### **3.15 Bid Submission Instructions**

1. Complete bidding process will be online (e-Tendering) in two (2) envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

<b>Table: Documents Required</b>			
<b>S. No.</b>	<b>Document Type</b>	<b>Document Format</b>	<b>Online Submission</b>
<b>Tender Fee &amp; EMD and Eligibility Details - Envelope – A</b>			
1.	Tender Fee	Online Payment of INR ₹ 2000/- (plus 18% GST) & scanned copy of the receipt to be submitted online with the proposal	Yes

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**Table: Documents Required**

S. No.	Document Type	Document Format	Online Submission
2.	EMD	Online Payment/BG of INR 10,000/- & receipt/scanned copy to be submitted online with the proposal	Yes
3.	Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes
<b>Financial Bid– Envelope –B</b>			
4.	Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes

2. The following points shall be kept in mind for submission of bids;
  - a. TSCL shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
  - b. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
  - c. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
  - d. TSCL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
  - e. Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
  - f. If any Bidder does not qualify the prequalification criteria stated in this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
  - g. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which TSCL reserves the right to reject the proposal.
  - h. Proposals sent by fax/ post/ courier shall be rejected.
  - i. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and TSCL shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **3.16 Late Proposal**

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system.

### **3.17 Modification and Withdrawal of Proposals**

1. No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by TSCL in the RFP.
2. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

### **3.18 Non-conforming Proposals**

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the TSCL.

### **3.19 Acknowledgement of Understanding of Terms**

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **3.20 Bid Opening and Evaluation Process**

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. TSCL reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid Evaluation shall be conducted in three stages –
  - a. **Envelope A:**
    - Technical Proposals of bidders shall be opened online and evaluated as per the criteria mentioned in the RFP.
  - b. **Envelope B:**
    - Financial Proposal of those Bidders, who qualify in Technical Proposal, shall be opened online.
4. In the event of the specified date of Bid opening being declared a holiday for TSCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, TSCL will continue process and open the bids of the all bidders.
5. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. TSCL has the right to reject the bid after due diligence is done.

### **3.21 Eligibility Criteria**

<b>S. N.</b>	<b>Eligibility Criteria</b>	<b>Document to be submitted</b>
<b>1</b>	The CA(Chartered Accountant) Firm	▪ The latest Firm Registration Certificate of

## Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

S. N.	Eligibility Criteria	Document to be submitted
	should be in existence for a period of 1 Years or more.	ICAI, as on last date of bid submission
<b>2</b>	The CA Firm should be a Partnership Practicing Firm registered with ICAI under the Chartered Accountants Act, 1949.	<ul style="list-style-type: none"> <li>▪ As per the latest Firm Registration Certificate of ICAI Firm Status Card as on last date of bid submission</li> </ul>
<b>3</b>	The firm should have minimum 3 Partners Including 1 FCA as on date of bid submission.	<ul style="list-style-type: none"> <li>▪ Provide latest self certified profile of each member on firms letterhead.</li> </ul>
<b>4</b>	The Firm should have atleast 1 Partner DISA qualified and 1 Partner with FAFD qualification.	<ul style="list-style-type: none"> <li>▪ Provide Member's Certificate of Course.</li> </ul>
<b>5</b>	The Minimum staff Strength of the firm must have minimum 5 ( Inclusive of 1 Qualified CA, 1 Senior & 1 Junior Article or employee)	<ul style="list-style-type: none"> <li>▪ Provide details of staff with Qualification.</li> </ul>
<b>6</b>	The CA Firm should have registered in Mumbai Metropolitan Region as per ICAI records.	<ul style="list-style-type: none"> <li>▪ Proof as approved by the ICAI must be produced</li> </ul>
<b>7</b>	The CA firm should have never been issued cancellation of work order, forfeiture of EMD etc. by any Government and/or semi Government/Autonomous entities, in last five years	<ul style="list-style-type: none"> <li>▪ Undertaking on Rs.100 Stamp paper</li> </ul>
<b>8</b>	The CA Firm should not have been blacklisted/ banned / debarred by any Government (State / Central) / Semi Government / Corporation / PSU in India in last 3 years or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Self-certification signed by the Authorized Signatory, on the on Rs.100 Stamp paper as per format provided in RFP

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Eligibility criteria evaluation.
2. Bidder shall be evaluated as per prequalification criteria mentioned in the RFP. The bidders who fulfil all the prequalification criteria shall qualify for further technical evaluation.
3. Firms applying in consortium should provide aforesaid details of both the firms under consortium.

### 3.22 Technical Evaluation Methodology

The proposals from bidders will be evaluated based on evaluation parameters mentioned below.

1. TSCL reserves the right to accept or reject any or all bids without giving any reasons thereof.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

2. The Financial Proposals of technically disqualified bidders shall be kept unopened in the e-Tendering system.
3. At any time during the Bid evaluation process, TEC may seek verbal / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
4. TSCL reserves the right to do a verification of the past experience through client visits and feedback / references stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

### **3.23 Commercial Bid Evaluation**

1. The selection of successful Bidders will be done on **Cost Based Selection (Lowest Cost or L1) methodology**.
2. The Bidders complying with the Eligibility Criteria mentioned in RFP and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall qualify for further Bid evaluation. All the Bidders qualifying for Commercial Bid Stage shall be mentioned as “Technically Qualified Bidders”.
3. The Commercial Bids will be opened online.
4. The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
5. In case the selected bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the selected bidder shall be solely responsible for those and shall provide them, without any additional cost to TSCL.
6. The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of its work and must cover the entire Contract Period.
7. The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.
8. In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, TSCL may invite the vendor with next successful bidder (L2) for engagement provided L2 bidder is ready to accept the rate quoted by L1 bidder.
9. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
10. The bidder should fill rates for all the items mentioned here.
11. TSCL may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the Technical Evaluation.
12. The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then TSCL reserves the right to reject the bid.
13. The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
14. The Commercial Proposal shall not contain any technical information.

### **3.24 Bid Validity**

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the department.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

2. In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.
3. The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
4. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
5. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
6. If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

### **3.25 Bid Prices**

The vendor shall quote for financial costing Indian Rupees as per format given for financial bid in this tender document.

### **3.26 Bid Currency**

The rates quoted shall be in Indian Rupees only.

### **3.27 Price and Information**

1. The bidder shall quote for this project as per the requirements of the RFP.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including the costs insurance for the Contract Period, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the Contract.
4. The bidder should separately quote for all taxes, duties, charges and levies as applicable and the same will be reimbursed at actuals as applicable from time to time.
5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

### **3.28 Signature**

1. A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.
2. All obligations committed by such signatories must be fulfilled.

### **3.29 Conditions under which RFP is issued**

1. This RFP is not an offer and is issued with no commitment. TSCL reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. TSCL also reserves the right to disqualify any bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by TSCL.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

3. No verbal conversations or agreements with any official, agent, or employee of TSCL shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of TSCL shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by TSCL to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than TSCL.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against TSCL or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of TSCL to leave the department or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of TSCL.

### **3.30 Right to the content of Proposal**

1. All proposals and accompanying documentation of the Technical Proposal will become the property of TSCL and will not be returned after opening of the Technical Proposals.
2. TSCL is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
3. TSCL shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

### **3.31 Non-Conforming Proposal**

A proposal may be construed as a non-conforming proposal and ineligible for consideration if:

1. It does not comply with the requirements of this RFP.
2. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

### **3.32 Correction of errors**

1. The bidder is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards.
2. The corrections or overwriting in bid document should be initialled by person signing the Bid form.

### **3.33 Corrections to Arithmetic errors**

1. In case of discrepancies between Commercial Bid calculated by the bidder in numbers and words, the lower of the two will prevail and will be used to determine the Successful bidders as per criteria provided in RFP.
2. Bidders shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

### **3.34 Disqualification**

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. Technical Proposal contains details related to cost.
3. The bidder qualifies the bid with its own conditions.
4. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

5. Bid is received in incomplete form and / or received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. Non - fulfilment of any condition / term by bidder.

### **3.35 Acknowledgement of Understanding**

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **3.36 Award Criteria**

Post the evaluation process indicated in Section above, TSCL will award the Contract to the Selected Agency as defined in this RFP.

### **3.37 TSCL's Right to accept any Bid and to reject any or All Bids**

TSCL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for TSCL's action.

### **3.38 Letter of Intent**

1. Prior to the expiration of the period of bid validity, TSCL will notify the Successful Bidder(s) in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.
2. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, TSCL will promptly notify each unsuccessful bidder(s).

### **3.39 Signing of Contract**

TSCL shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with TSCL within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by TSCL.

### **3.40 Term of Contract Agreement**

1. The term of this Contract shall be a period of the period of 1year from the date of signing of this Agreement;extension will be subjected to the mutual consent of both the parties and on the basis of the performance of the bidder.
2. In case TSCL is not satisfied with the performance of the selected agency, TSCL reserves the right to terminate the contract with such agency.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **3.41 Failure to agree with the Terms & Conditions of the RFP / Contract**

Failure of the Successful Bidder(s) to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event TSCL may invite the next best bidder for negotiations or may call for fresh RFP.

### **3.42 Non-Disclosure Agreement (NDA)**

The Successful Bidder(s) has to sign the Non- Disclosure Agreement with TSCL.

### **3.43 Performance Bank Guarantee (PBG)**

1. Performance Bank Guarantee is governed for supplies and services as follows:
  - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of TSCL.
  - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The selected bidder shall deposit the Performance Security as follows:
  - a. The Successful Bidder shall at his own expense, deposit with TSCL, and Performance Bank Guarantee of value and validity as defined this tender document.
  - b. The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent.
  - c. The Performance Bank Guarantee may be discharged/returned by TSCL upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. TSCL shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
  - a. Any amount imposed as a fine by TSCL for irregularities Committed by the bidder.
  - b. Any amount which TSCL becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
  - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TSCL failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of TSCL.

### **3.44 Right to Vary the Scope of Work at the time of Award**

1. TSCL reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement.
2. If any such change causes an increase or decrease in the total value of contract, or the time required for the Bidder's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the rate quoted by the Bidder.
3. The decision of TSCL shall be final and binding upon the SSP.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **3.45 Governing Laws**

The contract shall be governed by the laws and procedures established by Govt. of India and Government of Maharashtra, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

# **Section II: Scope of Work**

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **4. Scope of Work**

#### **1. Scope of Assignment:**

##### **Bookkeeping and accounting services**

- a. Monthly accounting of financial transactions
- b. Reconciliation of receivables and payable
- c. Reconciliation of bank accounts
- d. Preparation of financial statement as per applicability of The Companies Act, 2013
- e. Assistance to Company for providing financial figures based on accounting to reporting authority.
- f. Assistance to Statutory auditor while conducting an audit of Company as per The Companies Act, 2013

##### **Tax filing and consultancy**

- a) Filing of all GST returns as applicable to Company and assistance in payment of taxes thereof
- b) Profession tax working and filing of return as applicable to Company
- c) Computation of advance tax
- d) Filing of income tax return on annual basis
- e) Certification of MAT in Form 29B on annual basis
- f) Advisory on direct and indirect tax as sought by Company
- g) Filing of Income Tax Return of Company once statutory audit of financial year is completed

#### **4.1 Payment Schedule**

- The CA Firm shall be eligible to receive remuneration in accordance with the Terms of Payments and yearly rate quoted by the bidder.
- The CA Firm shall submit invoice to TSCL on completion of each month on or before 10<sup>th</sup> of succeeding firm along with the Monthly Activity Report (MAR)
- All payments agreed to be made by the TSCL to the CA Firm in accordance with the Bid shall be deduction of all statutory levies, duties, taxes and other charges whenever levied/applicable.
- The CA Firm shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

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# **Annexures**

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

**5. Annexure -1: Documents for Technical Proposal**

<b>Document No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>
Document 1	Format for Bid Submission Covering Letter	
Document 2	Technical Bid Covering Letter	
Document 3	Format for Bidder Details	
Document 4	Format for Turnover Details	
Document 5	Format for Undertaking of Non-Blacklisting	
Document 6	Format for Bank Guarantee	
Document 7	Project Citations and Supporting Documents	
Document 8	Tender Fees	
Document 9	EMD	
Document 10	Copy of PAN Card	
Document 11	Copy of GST Certificate with GST Number	

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **5.1 Format for Bid Submission Covering Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Nodal Officer,

Thane Smart City Ltd.

2<sup>nd</sup> Floor, Smart City Cell,

Mahapalika Bhavan,

Sir Senani General Arun Kumar Vaidya Marg,

Chandanwadi, Panchpakhadi,

Thane – West – 400602.

Tel: 022-25441590

Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

**Subject: Bid Submission Cover Letter for-** Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

**RFP Reference No: TSCL/**

Dear Sir,

We, the undersigned bidders, having read and examined in detail all the bidding documents for <<Name of the RFP>>, do hereby propose to provide our services as specified in the RFP.

We attach hereto our responses to the requirements and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to TSCL is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of bid validity as defined in this RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP. We also herewith express

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

our willingness to subject to TSCL’s conditionality regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2021

Thanking you,  
Yours faithfully

(Signature of the Authorized Signatory of the Bidder)  
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **5.2 Format for Technical Bid Covering Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Nodal Officer,

Thane Smart City Ltd.

2<sup>nd</sup> Floor, Smart City Cell,

Mahapalika Bhavan,

Sir Senani General Arun Kumar Vaidya Marg,

Chandanwadi, Panchpakhadi,

Thane – West – 400602.

Tel: 022-25441590

Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

Subject: **Technical Bid Cover Letter for-** Selection of Chartered Accountant Firm Accounting and Taxation Services for Thane Smart City Limited

**RFP Reference No:** \_\_\_\_\_

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited.

We attach hereto our response Technical Proposal as required by the RFP.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to TSCL is true, accurate, verifiable and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TSCL in its evaluation and selection process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the evaluation and selection process, we are liable to be dismissed from the selection process or be terminated during the Contract, if selected to sign and execute the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document but for the suggestions provided by us along with our Proposal as per of Section - I of

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

RFP and also agree to abide by this Bid for a period of 120 days from final date (deadline) of bid submission.

We understand that, the suggestions provided by us are subject to review by TSCL during the proposal review stage and TSCL reserves the right to reject the suggestions made.

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee (PBG) in the format prescribed in this RFP within 15 Business Days of issuance of the Letter of Intent to us.

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

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

Technical Proposal, as per format provided in the RFP, is enclosed.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2021

Thanking you,  
Yours faithfully

(Signature of the Authorized Signatory of the Bidder)  
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

**5.3 Format for Bidder Details.**

<< To be printed on Bidder’s Company’s Letter Head, Signed by Authorized Signatory and Certified Auditor>>

**TO WHOMSOEVER IT MAY CONCERN**

**Bidder Information (Sole Bidder / Consortium Partner)**

<b>S. N.</b>	<b>Particulars</b>	<b>Information</b>		
1.	Name of the Agency			
2.	Address of the Agency			
3.	Telephone Nos.			
4.	Fax			
5.	E-mail			
6.	Website (If available)			
7.	Year of Establishment			
8.	Date of registration			
9.	Total Years of Experience			
10.	PAN No:(with supporting document)			
11.	GST Number (with supporting document)			
12.	Turnover Details of Bidder	<b>Sr. No</b>	<b>Year</b>	<b>Turnover (In INR)</b>
		1		
		2		
		3		

Thanking you,

(Name and Designation of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business

Address:

## Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

### 5.4 Format for Turnover details

(To be submitted on the letterhead of the Chartered Accountant)

{Place, Date}

To,

Nodal Officer,

Thane Smart City Ltd.

2<sup>nd</sup> Floor, Smart City Cell,

Mahapalika Bhavan,

Sir Senani General Arun Kumar Vaidya Marg,

Chandanwadi, Panchpakhadi,

Thane – West – 400602.

Tel: 022-25441590

Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

**Subject: Turnover details for** Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

**RFP Reference No: TSCL/**

**Dear Sir,**

Please find below details of annual turnover of <<Firm's Name>> for last three years. We have also submitted the Audited Profit/Loss Statement for FY 2018-19, FY 2019-20 and FY 2020-21 and other relevant documents as prescribed in this Tender document-

S. N.	Financial Year	Formula	Turnover (INR in Crores)
1		A	
2		B	
3		C	
	Average Annual Turnover	$D = (A+B+C)/3$	

(Signature, Name and Designation of the Authorized signatory of the Bidder) of the (Signature and Name of the Certified Auditor)

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **5.5 Format for Undertaking of “Non-Blacklisting”**

(To be submitted on the Stamp paper of Rs. 100/- by the Bidder)

{Place, Date}

To,

Nodal Officer,

Thane Smart City Ltd.

2<sup>nd</sup> Floor, Smart City Cell,

Mahapalika Bhavan,

Sir Senani General Arun Kumar Vaidya Marg,

Chandanwadi, Panchpakhadi,

Thane – West – 400602.

Tel: 022-25441590

Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

**Subject: Undertaking of Non-Blacklisting for**–Submission of proposal in response to the RFP for Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited

**RFP Reference No: TSCL**

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby declare that

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of Internal Audit Services to TSCL.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

- contract ;We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
2. We have not violated the code of integrity in last 2 years;
  3. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
  4. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
  5. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization: We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
  6. We declare that we comply with all clauses mentioned under section 5.8.5 of Government of Maharashtra Government Resolution dated 01.12.2016.
  7. We accept that in case of any irregularity, lapses, non-compliances, TSCLs decision shall be final and binding on us.
  8. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
  9. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely, Authorized Signatory (Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be submitted on non-judicial stamp paper of Rs. 100/-).

\_\_\_\_\_  
Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business

Address:

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **5.6 Format for Bank Guarantee**

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>

#### **(A) Performance Bank Guarantee (PBG)**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

No.

Date:

To,  
Nodal Officer,  
Thane Smart City Ltd.  
2<sup>nd</sup> Floor, Smart City Cell,  
Mahapalika Bhavan,  
Sir Senani General Arun Kumar Vaidya Marg,  
Chandanwadi, Panchpakhadi,  
Thane – West – 400602.  
Tel: 022-25441590  
Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

Against Contract covering “Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited” (hereinafter called the said 'Contract') entered into between the Thane Smart City Ltd- (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date,

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

The Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Intent and shall continue till One Hundred and eighty (180) days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

The provisions relating to Sanctions for Violations specified in the Integrity Pact, entered into by the Bidder with the purchaser shall be applicable for forfeiture of Performance Bank guarantee in case of a decision by purchaser to forfeiture the same without assigning any reason for imposing sanction for violation for the Pact.

We \_\_\_\_\_ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, shall, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

Date \_\_\_\_\_  
Place \_\_\_\_\_ Signature \_\_\_\_\_  
Witness \_\_\_\_\_ Printed name \_\_\_\_\_

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

(Bank's common seal)

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **(B) Earnest Money Deposit (EMD)**

To,  
Nodal Officer,  
Thane Smart City Ltd.  
2<sup>nd</sup> Floor, Smart City Cell,  
Mahapalika Bhavan,  
Sir Senani General Arun Kumar Vaidya Marg,  
Chandanwadi, Panchpakhadi,  
Thane – West – 400602.  
Tel: 022-25441590  
Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

Whereas .....(hereinafter called 'the Bidder') has submitted the bid in response to RFP reference No. \_\_\_\_\_ for "Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited"

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Purchaser >> (hereinafter called "the Purchaser") in the sum of **(in figures) (in words)** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - a. Withdraws his participation from the bid during the period of validity of bid document; or
  - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;
  - c. Fails to submit the Performance Bank Guarantee as specified in the terms and conditions of the RFP;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to **(date)** and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

- I. Our liability under this Bank Guarantee shall not exceed **(Rs. in figures) (in words)**
- II. This Bank Guarantee shall be valid up to **(date)**.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before **(date)** failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

**5.7 Format to Project Citation**

**Project Title:**  
**(Attach separate sheet for each Project)**

Order date	
Name of Client	
Address	
Order Value in INR	
Type of Client <small>(Government (State or Central) or Semi Government or Corporation or PSU or ULB)</small>	
<b>Brief Description of Work:</b>	
Work Start Date	
Work Completion Date	
<b>Referrals (Client side): Provide one referral only.</b>	
<b>Name</b>	
<b>Designation</b>	
<b>Role in the Project:</b>	
<b>Contact Number</b>	

*Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria*

**Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

**6. Annexure-2: Documents for Financial Proposal**

<b>Format No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>
Format 1	Commercial bidcovering Letter	
Format 2	Commercial bid	

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **6.1 Commercial Proposal Cover Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Nodal Officer,

Thane Smart City Ltd.

2<sup>nd</sup> Floor, Smart City Cell,

Mahapalika Bhavan,

Sir Senani General Arun Kumar Vaidya Marg,

Chandanwadi, Panchpakhadi,

Thane – West – 400602.

Tel: 022-25441590

Email ID: [smartcity@thanecity.gov.in](mailto:smartcity@thanecity.gov.in)

**Subject: Commercial Proposal Cover Letter for- Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

**RFP Reference No:**

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited** do hereby propose to provide Services as specified in the bidding documents.

1. **Price and Validity:** All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
2. **Taxes:** We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e. GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per TSCL's discretion and prevailing Government laws
3. **Deviations:** We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
4. **Unit Rates:** We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
5. **Bid Price:** We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

6. **Contract Performance Bank Guarantee:** We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
7. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.
8. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive. We confirm that all the members of consortium are jointly and severally responsible for this commercial offer
9. We confirm that no Technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

## **Selection of Chartered Accountant Firm for Accounting and Taxation Services for Thane Smart City Limited**

### **6.2 Format for Commercial Bid**

(To be submitted on the letterhead of the bidder)

(All Amounts in INR)

<b>S. N.</b>	<b>Particulars</b>	<b>Per Annum Cost</b>
<b>A</b>	<b>Professional Fees for the entire scope of work mentioned under RFP</b>	
<b>B</b>	<b>Add: GST</b>	
<b>C</b>	<b>Total Commercial Bid per Annum (A + B) in Numbers</b>	
<b>Total Commercial Bid per Annum in Words:</b>		

#### **Note:**

- a. The Total Commercial Bid “C” will be considered separately for evaluation of Commercial Bid.
- b. The Bidder needs to provision for all costs required for the entire duration of the contract. TSCL shall not be liable to pay any additional costs, apart from that mentioned in the table above.
- c. All costs shall remain valid for the entire duration of the contract.