

# FARIDABAD SMART CITY LIMITED



## REQUEST FOR PROPOSAL

For

### Engagement of CA Firm for Internal Services and other work to Faridabad Smart City Ltd.

**Ref No: FSCL/2018/503**

**Issued on 09.10.2018**

**Faridabad Smart City Limited**

Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35,

Sector 20A, Behind EF3 Mall,

Near Old Faridabad Metro Station

Faridabad – 121001, (Haryana)

Email: [faridabadsmartcitylimited@gmail.com](mailto:faridabadsmartcitylimited@gmail.com)

## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Faridabad Smart City Limited (here forth referred to as FSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant/contractor/developer/Manufacturer/Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The FSCL and 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 restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The FSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The FSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the FSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the FSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/  
Chief Executive Officer  
Faridabad Smart City Limited

## OFFICE OF THE FARIDABAD SMART CITY LIMITED

No. FSCL/2018/503

Dated: - 09-10-2018

### E-TENDER NOTICE

Faridabad Smart City Limited (FSCL) invites online tenders for the work mentioned below:-

Sr. No	Tender No	Name of Work/ Service	Estimated Cost of Work/ Service for 2 years	EMD to be deposited by bidder (Rs.)	Tender Document Fee Plus Service Fee in INR	Bid Release time and Date	Last date for online Submission of bids	Tender Open Date
1	101551	Engaging CA firm for Internal Services and other works to Faridabad Smart City Ltd.	QCBS Method	10,000	1000+1000	09/10/2018 @5:00 pm	30/10/2018 @5:00 pm	01/11/2018 @12:00 noon

1. Tender will be opened on 01/11/2018 @12:00 noon.
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Deputy General Manager, FSCL, Faridabad phone no. 9599780918. For further details and e-tendering schedule, visit website [www.smartcityfaridabad.co.in](http://www.smartcityfaridabad.co.in)
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering ”.

Deputy General Manager  
Faridabad Smart City Limited  
Faridabad

### **TENDER DATA**

1	Purpose of RFP	RFP for Engaging CA firm for Internal Services and other works to Faridabad Smart City Ltd.
2	Tender Ref. No	Ref No. FSCL/2018/503
3	Earnest Money Deposit	Rs. 10,000
4	Bid Processing Fee	Rs. 2000/- (Rs. 1000/ + Rs. 1000/) (Bid Processing fee as Indian Rupees one Thousand + Rs. One thousand for e-service fee) as specified in General Terms and Condition of e-tending.
5	Pre Bid Meeting	N/A
6	Last Date for Submission	30/10/ 2018 by 17:00 PM
7	Bid Validity	21 days from the date of submission of the bid
8	Address for Submission	Faridabad Smart City Limited, Nain Sadan, 3 <sup>rd</sup> Floor, Plot No. 35, Sector 20A, Behind EF3 Mall, Near Old Faridabad Metro Station Faridabad – 121001 (Haryana) Email Id: faridabadsmartcitylimited@gmail.com
9	Date of Opening of Technical bid	01/11/2018 at 12:00 Noon
10	Date of Opening of commercial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail.
	Contact for any queries	Email: faridabadsmartcitylimited@gmail.com

## **CONTENTS**

<b>ANNEXURE</b>	<b>DESCRIPTION</b>
	<b>Instruction to the Bidders</b>
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<b>Annexure 2</b>	<b>Supplementary Information for bidders</b>
	<b>Technical Proposal – Standard Forms</b>
	<b>Financial Proposal – Standard Form</b>
<b>Annexure 3</b>	<b>Contract for internal services work</b>

## INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### **1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tender process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act, 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act, 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3. Opening of an Electronic Payment Account:**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

**4. Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

**5. Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

**6. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

**7. Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**8. Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

**8.1 Online Payment of Tender Document Fee + e-Service fee:**

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

**8.2 PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:**

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from (09/10/2018 Time 5:00 pm) to (30/10/2018 Time 5:00 pm) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**A. Only Electronic Form (Refer Tender document).**

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online only under Commercial Envelope. **(DO NOT SUBMIT THE FINANCIAL PROPOSAL IN HARD COPY)**



### **ASSISTANCE TO THE BIDDERS:-**

Technical Support Assistance will be available over telephone  
**Monday to Friday (09:00 am. to 5:30 pm)**

#### **IMPORTANT NOTE:-**

All queries would require to be registered at our official email-  
[chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on-time support

*(Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)*

Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.

For queries pertaining to e Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of eAuction/Tender event.

Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days

<b>Office Address for Training workshop 1<sup>st</sup>, 2<sup>nd</sup> Friday (from 3:30 pm upto 6:00 pm) and 4<sup>th</sup> Saturday (from 11: 30 am upto 3:00 pm) of each month</b>		
Nextenders India Pvt.Ltd Municipal Corporation Faridabad Near B.K.Chowk, Opp. B.K.Hospital NIT, Faridabad Contact no.- +91- 8743042801/9310335475	Nextenders India Pvt.Ltd Public Health Division No 2 Hisar, Model Town, Opp. N.D Gupta Hospital, Hisar Contact: +91- 9034357793	Nextenders (India) Pvt. Ltd. NirmanSadon (PWD B&R) Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020For Support- 1800-180- 2097, 0172-2582008-2009

**For Support – 1800-180-2097 Office will remain closed on Saturday (except 4<sup>th</sup>Saturday), Sunday and National Holidays**

#### **NOTE:-**

- (A) *Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.*
- (B) *For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to **download the file.***

In the first instance, the online payment details of tender document fee+e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

- **Envelope 1:** Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

- **Envelope 2:** Commercial Bid

The bidders shall **quote** the prices in price bid format under Commercial Bid.

### **Guideline for Online Payments in e-tendering**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

#### Operative Procedures for Bidder Payments

##### **A) Debit Card**

The procedure for paying through Debit Card will be as follows.

- i. Bidder selects Debit Card option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v. Bidder enters card credentials and confirms payment
- vi. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- vii. The page is automatically routed back to e-Procurement portal
- viii. The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- ix. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **B) Net Banking**

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
- (xi) The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **C) RTGS/ NEFT**

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
  - Beneficiary IFSC Code:
  - Amount:
  - Beneficiary bank branch:
  - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
  - v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
  - vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

vii. List of Net banking banks

- |                               |                                     |
|-------------------------------|-------------------------------------|
| 1. Allahabad Bank             | 31.State Bank Of Bikaner and Jaipur |
| 2. Axis Bank                  | 32.State Bank of Hyderabad          |
| 3. Bank of Bahrain and Kuwait | 33.State Bank of India              |
| 4. Bank of Baroda             | 34.State Bank of Mysore             |
| 5. Bank of India              | 35.State Bank of Travencore         |
| 6. Bank of Maharashtra        | 36.State Bank Of Patiala            |
| 7. Canara Bank                | 37.Tamilnad Mercantile Bank         |
| 8. City Union Bank            | 38.Union Bank of India              |
| 9. Central Bank of India      | 39.United Bank of India             |
| 10.Catholic Syrian Bank       | 40.Vijaya Bank                      |
| 11.Corporation Bank           | 41.Yes Bank                         |
| 12.Deutsche Bank              |                                     |
| 13.Development Credit Bank    |                                     |
| 14.Dhanlaxmi Bank             |                                     |
| 15.Federal Bank               |                                     |
| 16.HDFC Bank                  |                                     |
| 17.ICICI Bank                 |                                     |
| 18.IDBI Bank                  |                                     |
| 19.Indian Bank                |                                     |
| 20.Indian Overseas Bank       |                                     |
| 21.Indusind Bank              |                                     |
| 22.ING Vysya Bank             |                                     |
| 23.J and K Bank               |                                     |
| 24.Karnataka Bank             |                                     |
| 25.Kotak Mahindra Bank        |                                     |
| 26.KarurVysys Bank            |                                     |
| 27.Punjab National Bank       |                                     |
| 28.Oriental Bank of Commerce  |                                     |
| 29.South Indian Bank          |                                     |
| 30.Standard Chartered Bank    |                                     |

## **INSTRUCTIONS TO BIDDER**

1. Faridabad Smart City Limited (FSCL) intends to engage the services of Chartered Accountant Firm who are enrolled with the Institute of Chartered Accountant of India for internal services and other related works of the FSCL for period of two years which may be extended on year to year basis depending upon the performance of the successful bidder at the sole discretion of FSCL.
2. Bids are invited from all eligible Chartered Accountant firms. The eligibility of the bidder is as per eligibility criteria.
3. The following documents are enclosed to enable the bidders to submit the proposal:
  - A. Terms of Reference (TOR) – Annexure 1
  - B. Supplementary Information including suggested formats for the submission of Technical Proposals –Annexure 2
  - C. Form of Contract for the assignment under which the Services will be performed - Annexure 3
4. In order to obtain firsthand information on the assignment and local conditions, it is considered desirable that a representative of the bidder firm visit the Company before the proposal is submitted. The representative shall visit at below mentioned address:

**Faridabad Smart City Limited**

Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35,  
Sector 20A, Behind EF3 Mall, Near  
Old Faridabad Metro Station  
Faridabad - 121001  
(Haryana)

**Contact person: Mr Trilok Kumar-  
9599791188**

**5. Submission of Proposals:**

The proposals shall be submitted in two parts viz., “Technical” and “Financial” and should generally follow the Forms given in the “Supplementary Information to bidders”. The Technical and Financial proposals shall be submitted online and in separate envelopes only technical proposal in hard copy clearly marking the same on the envelopes at FSCL office at below mentioned address.

**Faridabad Smart City Limited**

Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35  
Sector 20A, Behind EF3 Mall  
Near Old Faridabad Metro Station  
Faridabad - 121001  
(Haryana)

Email : faridabadsmartcitylimited@gmail.com

6. The Bidder shall make the Earnest Money Deposit Rs. 10,000/- (EMD through Online payment using Debit Card/Net Banking/RTGS/NEFT in favour of Chief Executive Officer, Faridabad Smart City Limited and payable at Faridabad (HR) in a separate, sealed envelope). Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated above shall be rejected by the Employer as Non Responsive
7. Bid due date: The bidders shall submit their proposals through courier/physical submission to reach the Office on or before 30/10/2018, 17.00 Hrs. The bids received after the due date will not be considered.
8. Bid Opening: The technical bids will be opened on 01/11/2018 and the bids will be evaluated for their eligibility and compliance as per evaluation criteria. The financial proposals of only the bidders who meet the technical qualification criteria will be opened in the presence of the bidders or their authorized representatives who choose to attend, on a date which will be intimated later to only technically qualified bidders.

**9. Eligibility Criteria :**

The bidders with the following qualification criteria will be considered as eligible to take up the assignment.

- a. The bidder should be a registered CA firm having regular operations since last 15 years in Delhi/NCR and must have branch office in Faridabad, Haryana as per ICAI's records. (Signed and scanned copy of evidence to be furnished)
- b. The bidder firm should have minimum 5 partner associated with firm for last one year, out of which 3 partner must have DISA qualified. (Relevant documents to be submitted for each member)
- c. The bidder should have a minimum annual turnover of Rs. 3 Crores during last three financial years ending 31.03.2018. (In support of this bidder shall submit Signed and Scanned copy of financial statement, profit and loss account statement etc.).
- d. During last 3 years reckoned from the due date of bid submission, the bidder should have executed assignments for Public Sector Undertaking/Government Organization. (In support of this, firm shall submit Signed and Scanned copy of Engagement letter indicating the details of assignment, client, value of assignment etc.).
- e. The bidder firm must have experience in Infrastructure sector like EPC/turnkey projects/construction of roads/metro projects etc. as statutory/internal auditors.. (Firm shall submit experience for past 3 years).
- f. The Firm should have a valid GST registration. (Enclose copy of Registration certificate).

- g. The Firm should not have been blacklisted / barred from appointment of any government/ semi government / local body/ autonomous entities. (A self-declaration to be submitted on the letter head of the CA Firm).

**Note:** To confirm that the bidder fulfills the prescribed eligibility criteria on technical parameters the scanned documents in support of above are to be up-loaded with the technical bids

#### 10. Evaluation of the proposals:

The Company adopts Quality and Cost Based System (QCBS) for the evaluation of the proposals. The weightage given for technical and financial proposals are given as below.

Technical proposal (T) – 70%

Financial proposal (P) – 30%

The technical proposal submitted by the bidder will be evaluated by a Committee formed by the competent authority. Technical scores will be given as per the ToR.

The formula for determining the financial scores is the following:

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: T = 70, and P = 30 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = St \times T\% + Sf \times P\%$ .

#### 11. Evaluation Criteria

The technical bids received from the eligible firms shall be scored as per the criteria given below.

S. No.	Particulars	Maximum Points
1	Year of Establishment of the Firm 15 to 18 Years = 5 Marks 18 to 20 Years = 10 Marks 20 & Above = 15 Marks (fraction of the year to be ignored)	15
2	No. of Partners in the Firm who have been with the applicant Firm for a minimum period of five year as on the date of application. 5 to 10 = 5 Marks 10 & Above = 10 Marks (Partner who is ACA/FCA)	10
3	One branch office in Faridabad (Branch Office)	5

4	Number of partners with DISA 01 (One) per person	5
5	No. of Qualified Assistants (Chartered Accountants) employed with the Firm 01 (One) per Qualified Assistant	5
6	No. of Semi Qualified Assistants 3 to 5 SQA= 5 Marks 5 to 10 SQA = 10 Marks 10 & Above = 20 Marks	20
7	Experience in number of Audits and other Assignments during last 5 financial. <ul style="list-style-type: none"> <li>• Public sector undertaking</li> <li>• Other central/state Government authorities</li> </ul> 1 to 3 Audit per year = 5 Marks 3 to 5 Audit per year = 10 Marks 10 & Above = 20 Marks	20
8	Average Turnover of Firm in last 3 years in excess of Rs. 3 crore 3 to 5 Cr. = 10 Marks 5 & Above = 15 Marks	15
9	Experience of the firm in Infrastructure sector like EPC/turnkey projects/construction of roads/metro projects etc. as statutory/internal auditors. 01 (One) per year of Audit	5
	<b>Total Points</b>	<b>100</b>

The minimum technical score to be obtained for considering the Financial Proposal shall be 70 points. Financial proposal will be opened only for those bidders who qualify technically.

12. **Award of contract:** The bidder whose combined score (technical +financial) is highest (H1) will be considered for award of the contract.

13. Please note that

- (i) the costs of preparing the proposal including a visit to the Company, are not reimbursable as a direct cost of the Assignment; and
- (ii) the Company is not bound to accept any of the Proposals submitted.

14. The bidder shall have to hold the proposal valid for 180 days from the date of submission without change in the personnel proposed for the assignment and the proposed price. The Company will make its best efforts to conclude the Contract within this period.



15. Assuming that the contract can be satisfactorily concluded in October/November 2018, the successful bidder should be expected to take up/commence the prescribed work with immediate effect or from October, 2018.
16. Please note that the remuneration which the bidder would receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.
17. The Joint venture/association with other Chartered Accountant firms in any form will not be allowed.
18. At any time prior to the deadline for submission of bids, the Company may amend the Bidding Documents by issuing an addendum which will be published on website <https://haryanaeprocurement.gov.in>. All such amendments shall be part of the binding documents.
19. Notwithstanding anything contained in this Instruction sheet, the authority reserves the right to accept or reject any bid and to annul the bidding 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.
20. The bid price is inclusive of goods and service tax (GST).
21. The successful bidder (CA Firm) shall not be assigned or sublet the work.
22. The Successful bidder (CA Firm) will treat as confidential all data and information about FSCL, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of FSCL.
23. Price bids with conditions/counter conditions are liable to be rejected.

## TERMS OF REFERENCE (TOR)

### 1. Objectives

The objective of hiring CA firm to assist FSCL for Internal services and other related work.

The object of the assignment is to:

- Conduct the internal Services & other related work, internal control and audit of the Company.
- To prepare and finalization of all books of accounts and records with compliance of accounting standards, Preparation of taxes and TDS details-reports and all compliance as per various authorities of taxes and laws, taxation, accounting and auditing aspects.
- Preparation of financial statements of the Company like balance sheet, P&L Statement, Cash Flow Statement and relevant notes as per Schedule III to the Companies Act 2013 including statement as per Income Tax, GST and other related Act and as required by the FSCL.

### 2. Scope of Work

**The scope of work under this assignment includes the following:**

- (i) Maintenance of all accounting entries/records/vouchers/ledgers including subsidiary ledgers and other necessary documents/reports. To check the Bank reconciliation statement periodically but not later than monthly.
- (ii) Preparation and finalization of Books of Accounts of the Company as per Companies Act and Income Tax Act.
- (iii) Preparation of all required financial statements as per Company Act and Income tax Act including required information in specific formats of Government of India and Government of Haryana.
- (iv) Preparation of all details of taxes, TDS deductions, Payments, and returns filed in prescribed forms with tax authorities, return filling of TDS/TCS as per Income Tax Act. To Statutory/legal Compliance of all statutory taxes, and file all the returns under the various tax laws, i.e. Income Tax/GST/Works contract Tax-Cess/Act and EPF etc. GST deductions deposit and return filling of GST as per GST Act. Preparation of submission for various tax assessments and representations.
- (v) To provide all technical services in which case you a answer a client queries relating to various tax of companies and officer some legal opinions.
- (vi) To provide services of Company Secretary to FSCL as and when required.(CS should be on- board with the CA firm)

- (vii) To Draft Agenda for Board meeting, AGM, EGM, General Meeting and other Drafting Resolutions, Preparation of minutes of the said meetings thereon, Issuance and Maintenance of Share Certificate. Drafting of Annual Reports. Maintenance of records and registers specified under the Companies Act. Online submission/filing of various forms/certificates/records under the Companies Act. Periodic compliances/certificates relating to Companies Act. Qualified/Representative from the CA firm will have to attend board meeting and other meetings if necessary.
- (viii) All Statutory Compliance of Company act. Preparation of all documents and returns under Company Act 2013 and also get approval from the appropriate authority.
- (ix) Preparation of status/search report for submission to the Financial Institutions.
- (x) Semi qualified/Senior Accountant must be available on regular/periodic basis under supervision and guidance of the qualified CA to perform all works.
- (xi) The Qualified CA from firm will have to attend all Audit Committee meetings.
- (xii) Any other work required to be performed by the Firm for providing Internal services to FSCL.

The firm shall provide all services specified in scope of work at the premises of FSCL and in the bid in accordance with the highest standards of professional competence and integrity.

#### **6. Staff requirement.**

- Semi qualified/Senior Accountant must be available on regular/periodic basis to perform all works.
- Regular supervision and guidance of the qualified CA to perform all works.
- FSCL can assign any additional work other than scope of work to CA firm on payment basis as per guidelines of FSCL/MCF.

#### **7. Contract Period**

The Contract to the CA (Chartered Accountants) Firms for providing Internal services to FSCL shall be awarded for a period of Two (02) years, which may be extended on year to year basis depending on the performance of the successful bidder at the sole discretion of FSCL. However, if the performance of the CA firm is not found to be satisfactory by FSCL, the contract may be terminated earlier by giving termination notice to the firm.

FSCL reserves the right to require the replacement of any staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is determined to be incompetent or loses the confidence of FSCL.

#### **8. Payment:**

Payment will be made for every quarter after satisfactory completion of work, within 15 days from the date of submission of certified invoice and receipt of recommendation for payment from competent authority. The payment will be made through bank only. The FSCL shall reserves the right to enforce recovery of any over payment when detected.

## **9. Taxes:**

The rates to be quoted by the bidder (CA Firm) shall be inclusive of all taxes like Income tax, GST, Professional tax etc., including such other taxes, duties, freshly levied taxes under any rules and no claim whatsoever in this context shall be entertained.

The CA Firm shall be responsible to pay the taxes, duties, fees, levies and other impositions payable under the applicable law.

TDS shall be deducted at source in accordance with the relevant laws/rules prevailing time to time. The Company will perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

## **10. Security Deposits**

From every payment for services due to the successful bidder (CA Firm) in accordance with the provisions/procedure, the FSCL shall deduct 5% (five percent) on every payment of running bill to the successful bidder.

11. The Decision of the authorities of Faridabad Smart City Limited (FSCL) shall be final.
12. Any addition / deletion of clause in contract agreement shall be mutually agreed upon.

## **13. Other Conditions**

In order to have efficiency and continuity of work, the staff identified for a particular work/assignment shall not be changed frequently (quarter to quarter). The same staff shall conduct internal services/work for the entire financial year. If require any change in staff, then written consent has to be taken from FSCL.

**SUPPLEMENTARY INFORMATION FOR THE BIDDERS**

**Proposals:**

**1. Proposals shall be submitted as per the following.**

- A. The documentary evidences to establish the eligibility criteria.
- B. Technical Proposal:
  - a. Technical Proposal Submission in Form F-1.
  - b. A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form F-2.
  - c. CV of member of CA firm in Form – F3
- C. Financial Proposal:

**THE FINANCIAL PROPOSAL TO BE SUBMITTED ONLINE ONLY.**

- 2. Two copies of the Proposals should be submitted to the Company.
- 3. The bidder should note that the Contract for this Assignment will be with the FSCL. Payments under this contract shall be made in accordance with the agreed payment schedule/condition and incorporated in the Contract.

**FORM F – 1**  
**FORM OF SUBMISSION OF TECHNICAL PROPOSAL**

**From:**

.....  
.....  
.....  
.....  
.....

**(Name of Chartered Accountants)**

**To:**

.....  
.....  
.....  
.....  
.....

**(Name of Company)**

Dear Sir,

**Sub: Selection of Chartered Accountant(CA) firm for internal services and  
other work to Faridabad Smart City Limited.**

**Ref: RFP No.**

We herewith enclose Technical/Financial Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:.....

Name:.....

Address:.....

.....

.....

(Authorized representative)

**FORM F – 2**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST FIVE YEARS**

- 1. Brief description of the Bidder Firm (bidder has to submit the firm' registration certificate, financial statements including IT returns for the last 3 financial years, PAN card along with brief note about the firm)**
  
- 2. Outline of the recent experience on assignments of similar nature:**

<b>Sn o</b>	<b>Name of assignment</b>	<b>Name of organization</b>	<b>Turnover of the organisation</b>	<b>Awarded Value of Assignment</b>	<b>Date of commenceme nt</b>	<b>Date of Completi on</b>	<b>Was assignment satisfactoril y completed</b>
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>	<b>7.</b>	<b>8.</b>

[Note: Please attach certificates from the Company by way of documentary proof]

FORM F – 3

SUGGESTED FORMAT OF CURRICULA VITAE  
FOR MEMBER OF CHARTERED ACCOUNTANT FIRM

1) Name:

.....

2) Profession/Present Designation:

.....

3) Years with Firm/Organization:

4) Nationality: .....

5) Area of Specialization: .....

6) Proposed Position in CA Firm: .....

7) Education:

(Under this heading, summarize college/university and other specialized education of Staff member, giving names of schools/colleges, etc., dates attended and degrees obtained)

8) Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and Company references, where appropriate.)

9) Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:.....

Place.....



**FORM F – 4**

**Format For Financial Bid  
(TO BE SUBMITTED ONLINE ONLY)**

<b>Item</b>	<b>Qty.</b>	<b>Unit in Quarterly</b>	<b>Unit Rate for each quarter</b>	<b>Total Amount</b>
Per Quarterly rate for Selection of Chartered Accountant (CA) firm for providing Internal services to FSCL	8 (2 Year)	Quarter		xxx
Add : GST				xxx
Total Amount including all taxes/levies and GST				xxx

**CONTRACT FOR CONSULTING SERVICES**

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Company's name] ("the Company") having its principal place of business at [insert Company's address], and [insert Chartered Accountant's name] ("the Chartered Accountant") having its principal office located at [insert Chartered Accountant's address].

WHEREAS, the Company wishes to have the Chartered Accountant performing the services hereinafter referred to, and

WHEREAS, the Chartered Accountant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services:**

- i. The Chartered Accountant shall perform the services specified in the, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- ii. The Chartered Accountant shall provide the details of the personnel "Chartered Accountant's Personnel" to perform the Services.
- iii. The Chartered Accountant shall submit to the Company the reports in the form and within the time periods.

**2. Term:**

The Chartered Accountant shall perform the audit work for the period of two years and this may be extended for further on year on year basis on the satisfactory services.

**3. Payment:**

Payment will be made for every quarter after satisfactory completion of work, within 15 days from the date of submission of certified invoice and receipt of recommendation for payment from competent authority. The payment will be made through bank only. The FSCL shall reserves the right to enforce recovery of any over payment when detected.

**4. Contract Administration:**

**A. Coordinator:**

The Company designates Mr. /Ms. .... As Company's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Company and for receiving and approving invoices for the payment.

**B. Reports:**

As per required by the FSCL time to time. Quarterly report shall be submitted by the CA firm.

**5. Performance Standards:**

The Chartered Accountant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Chartered Accountant firm shall promptly replace any employees assigned under this Contract that the Company considers unsatisfactory.

**6. Confidentiality:**

The Chartered Accountant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Company's business or operations without the prior written consent of the Company.

**7. Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Chartered Accountant for the Company under the Contract shall belong and remain the property of the FSCL.

**8. Insurance:**

The CA firm will be responsible for appropriate insurance coverage. The Chartered Accountant firm will be sole responsible for any liabilities of staff .

**9. Assignment:**

The Chartered Accountant shall not assign this Contract or to sub-contract any portion without the Company's prior written consent. Firm shall be responsible for any incident during this assignment.

**10. Liquidated Damages :**

Due to negligent act of the Bidder, if ISA suffers losses, and incurs damages, ISA shall be compensated by the bidder with a penalty of 5% of the loss on top of it.

**11. Law governing the Contract:**

The contract shall be governed by the Laws of India.

**12. Indemnify the Company:**

The Chartered Accountant shall indemnify and hold harmless the Company against any and all claims, demands and/or judgements of any nature brought against the Company arising out of the Services by the Chartered Accountant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

**13. Taxes:**

The Chartered Accountant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Company will perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

**14. Security Deposits / Retention Money**

From every payment for services due to the successful bidder (CA Firm) in accordance with the provisions/procedure, the FSCL shall deduct 5% (five percent) on every payment of running bill

to the successful bidder. Security Deposits will be refunded after 90 days of completion of contract period.

**15. Termination of Contract :**

- (a) **For Convenience:** FSCL by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month's prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective.
- (b) **For Insolvency:** FSCL may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to FSCL.
- (c) **For Non-Performance:** FSCL reserves its right to terminate the contract in the event of Bidder's repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by FSCL.

**For the Company**

**Signed by:**  
**Name and designation**  
**Date:**  
**Place**

**for the Chartered Accountant**

**Signed by:**  
**Name and designation**  
**Date:**  
**Place:**

**List of Attachments to the Contract:**

**Attachment A: Notice Inviting Tender**  
**Attachment B: Request for Proposal**  
**Attachment C: LOA**

## Technical Proposal (Check List)

### Format for Technical proposal

We are pleased to submit the technical proposal as per detail given below:-

Sr. No.	Documents to be uploaded by the bidder	Bidder's Response (Yes/No)
1	The bidder should be a registered CA firm having regular operations since last 15 years in Delhi/NCR and must have branch office in Faridabad as per ICAI's records. (Signed and scanned copy of evidence to be furnished).	
2	The bidder firm should have minimum 5 partner associated with firm for last one year, out of which 3 partner must have DISA qualified.(provide documents for each member).	
3	The bidder should have a turnover of minimum Rs. 3 Crore p.a. during last three years ending 31.03.2018. (In support of this bidder shall submit Signed and Scanned copy of financial statement, profit and loss account statement etc.). <b>Note :</b> In case of FY 2017-18, if audited accounts are not available , a certificate issued by Chartered Accountant shall be enclosed incorporating the provisional figure of the turnover.	
4	The bidder firm must have experience in Infrastructure sector like EPC/turnkey projects/construction of roads/metro projects etc. as statutory/internal auditors.(Firm shall submit experience for past 3 years).	
5	During last 3 years reckoned from the due date of bid submission, the bidder should have executed assignments for Public Sector Undertaking/Government Organization. (In support of this, firm shall submit Signed and Scanned copy of Engagement letter indicating the details of assignment, client, value of assignment etc.)	
6	The Firm should have a valid GST registration. (Enclosure attested copy of Registration).	
7	The Firm should never been issued notice for failure to submit deliverables and cancellation of work order/ black listed/ forfeiture of EMD etc. by any Government/Semi Government/ Local Body/ Autonomous entities. ( A self- attested declaration to be submitted on the letter head of the CA firm).	
8	The Firm should not have been barred from appointment of any government/ semi government / local body/ autonomous entities. (A self declaration to be submitted on the letter head of the CA Firm).	
9	Duly signed RFP including all corrigendum's.	
10	All documents are sealed and signed.	

Signature &  
Stamp of Bidder

**Address:-**  
**E-mail:-**  
**Contact No.-**

**AFFIDAVIT**

I \_\_\_\_\_ S/o \_\_\_\_\_

Resident \_\_\_\_\_ District \_\_\_\_\_

Service Provider/Partner/Sole Proprietor (Strike off word which is not applicable) of the firm

M/s \_\_\_\_\_ do hereby solemnly affirm and declare that

(1) our firm/company is not blacklisted by Government or any organization (2) any individual/firm companies blacklisted by the Union Govt. or UT Government or any partner or shareholder thereof is / are not directly or indirectly connected with or has any subsisting interest in the business of my our above said firm.

DEPONENT

Dated \_\_\_\_\_

Place \_\_\_\_\_

I hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

DEPONENT

Dated \_\_\_\_\_