

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

01/FC/CONSULTANT/2020-21

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA)

Request for Proposal (RFP)

for

**Selection of Chartered Accountants (CA) / Cost
Accountants (CMA) / Asset Valuation firms for various
items of work for NOIDA**

August 2021

Issued by:

**New Okhla Industrial Development Authority (NOIDA)
Main Administrative Building,
Sector-6, Noida-201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA” contains brief information about the scope of work and selection process for the Bidder (“the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Data Sheet

1.	Name of the Bid	RFP for Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA
2.	Contract Period	06months (extendable by three (3) months depending on requirements and on Authority's discretion as per the terms and conditions given in the RFP)
3.	Method of selection	Quality cum Cost based selection (QCBS) (70:30)
4.	E-Tender Processing Fee	INR 5,900 (Rupees Five Thousand Nine Hundred Only), inclusive of GST (i.e. INR 5,000 plus 18% GST), through RTGS/NEFT only payable in favor of New Okhla Industrial Development Authority
5.	Earnest Money Deposit (EMD)	INR 1,00,000/-(Rupees One lakh Only)
6.	Bid System	Two Bid System (Technical and Financial)
7.	Name of the Authority and Official	Finance Controller Main Administrative Building, Sector-6 New Okhla Industrial Development Authority, Noida 201301 District Gautam Budh Nagar, Uttar Pradesh Email: noida@noidaauthorityonline.com Phone No: 9205512319
8.	Bid Validity Period	90 days
9.	Bid Language	English
10.	Bid Currency	INR
11.	Key Dates	Schedule
	Uploading of Bid:	5 Aug 2021
	Pre-Bid Meeting:	Prebid: 11 th August 2021 (video link will be shared)
	Last Date of Bid Submission on eportal:	25 Aug 2021
	Date of Technical Bid Opening:	26 Aug 2021
12.	Account details	For e-Tender Processing Fee & EMD Please refer user manual for paying "e-Tender Processing Fee" & "EMD Online"
13.	Consortium	Allowed
14.	Performance Bank Guarantee	5% of the Total Quoted Fee

Glossary

- 1) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NOIDA to the prospectivebidders.
- 2) **“Applicable Laws”** means all the laws including local, state, central or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time totime.
- 3) **“Bank Guarantee / Performance Bank Guarantee”** means Guarantee issued by a scheduled bank in favour ofNOIDA.
- 4) **“Bidder” or “Tenderer” or “Applicant”** means a sole proprietorship, registered partnership firm, LLP, public limited company, private limited company, society/trust, Government entity, Public Sector Enterprise or Consortium of any of the above and its Successor in title and assigns which is submitting its bid pursuant to RFPDocuments.
- 5) **“Bid Due Date”** means Bid Submission end date and time given in theE-tender.
- 6) **“Contract”** means the Contract signed by the Parties and all the attached documents, if any
- 7) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents toNOIDA.
- 8) **“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement, and would mean good project management which would be expected to result in the performance of its obligations by the Successful Bidder/Operator in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, environment protection, economy and efficiency.
- 9) **“Highest Bidder”** means the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc
- 10) **“Interest Free Security Deposit/ Performance Bank Guarantee”** means interest free amount to be deposited by the Licensee with NOIDA as per terms and conditions of License Agreement as a security against the performance of the License Agreement.

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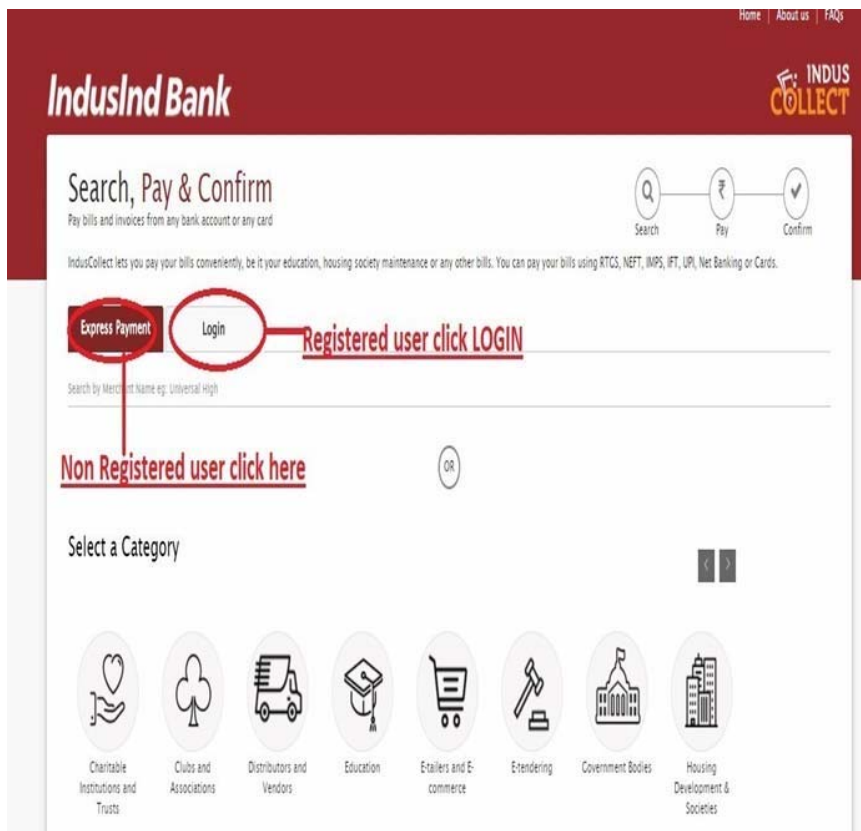
- 11) **“License”** means the Costing Consultancy assignment granted by NOIDA to the Licensee / Consultant under terms and conditions of the this RFP.
- 12) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NOIDA pursuant to the conclusion of the bidding process.
- 13) **“License Agreement” or “Contract” or “Agreement”** means the Agreement to be executed between NOIDA and the selected bidder.
- 14) **“License Period”** means a period of 1 year for which the contract is being awarded.
- 15) **“NOIDA” or “The Authority”** means New Okhla Industrial Development Authority (or “Licensor”)
- 16) **“Notice of Award (NOA)”** means the written notice issued by NOIDA to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License
- 17) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- 18) **“Project”** means the Costing / Consulting assignment as per the scope of work envisaged in this RFP.
- 19) **“Re. or Rs. or INR”** means Indian Rupee
- 20) **“Successful Bidder” or “Operator”** means the bidder who has been selected by NOIDA, pursuant to the bidding process for award of License.
- 21) **“Total Quoted Fixed Fee”** means the fixed fee quoted in the financial proposal which shall be paid by Noida to the successful bidder as per the payment terms mentioned in this RFP

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

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Instructions for bidder to do payment:

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



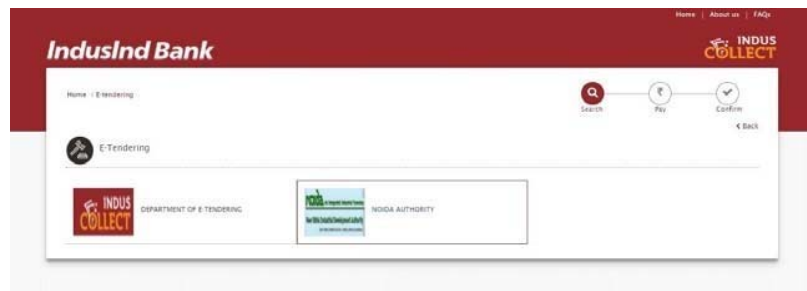
3. Flow for Non Registered users of IndusCollect:

a. Select Category

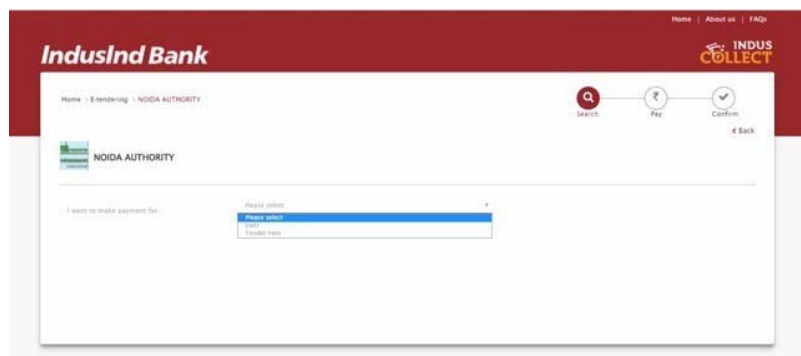


Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

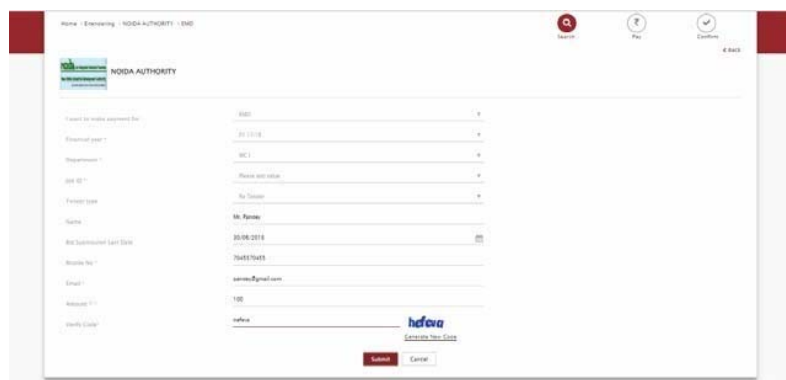
b. Select NOIDA AUTHORITY



c. Select type of payment:

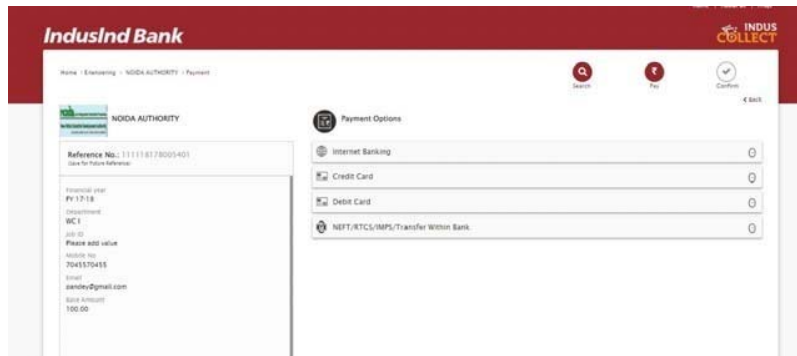


d. Enter Data & Click Submit:



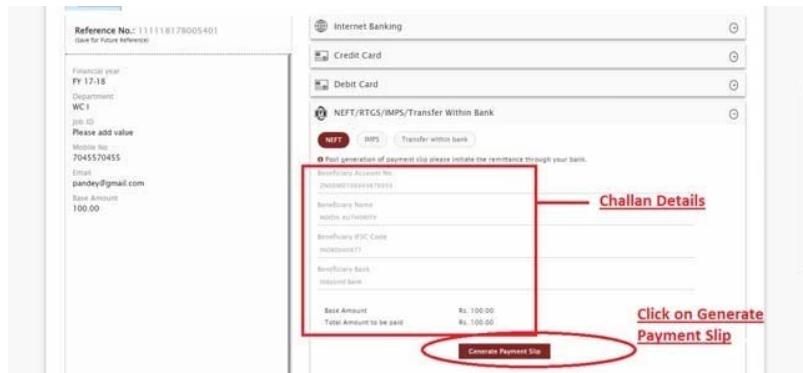
Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

e. **Select the payment mode:**



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

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



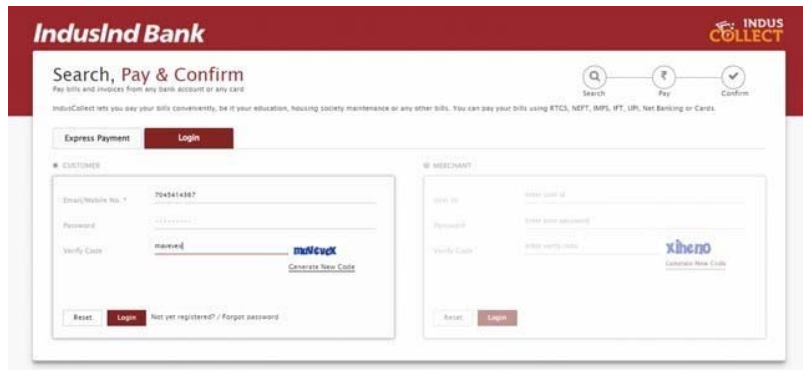
i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

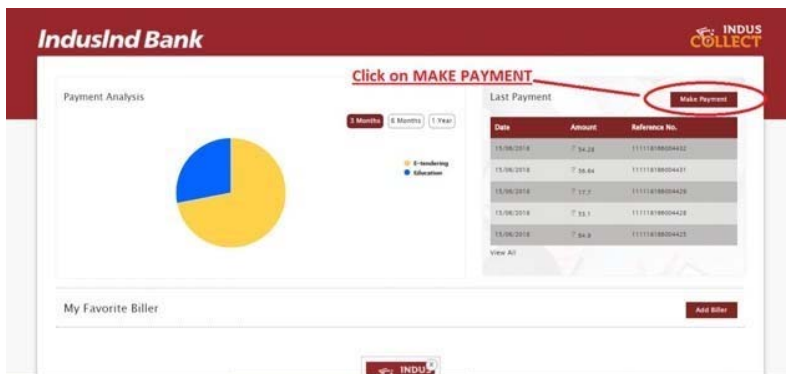
- ii. User will then login to their own bank's Netbanking or mobile app.
- iii. User will add beneficiary basis the details on Challan.
- iii. User will then make the payment to beneficiary

4. Flow for Registered users of IndusCollect:

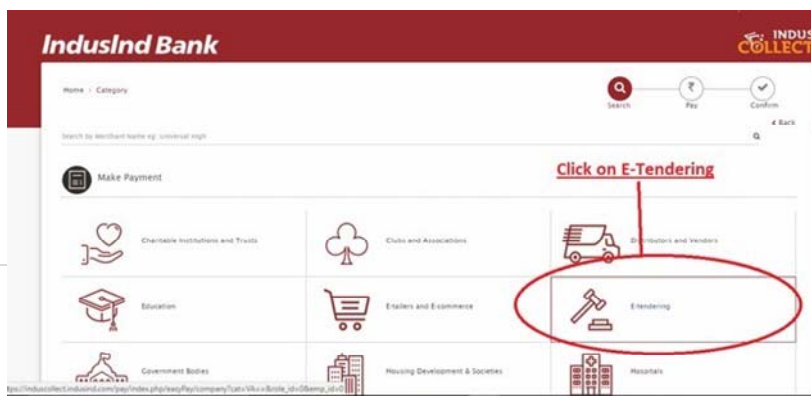
a. Login to IndusCollect



b. Click on MAKE PAYMENT



c. Select Category

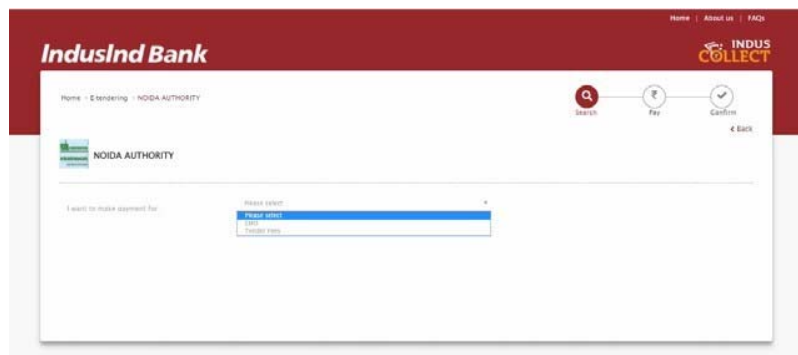


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d. Select NOIDA AUTHORITY:



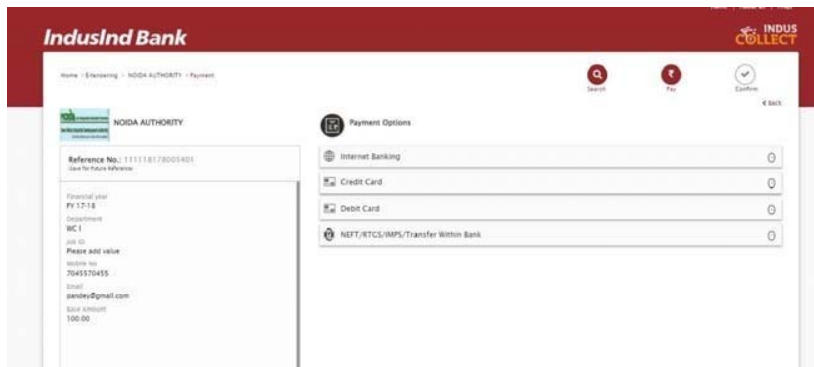
e. Select type of payment:



f. Enter Data & Click Submit:

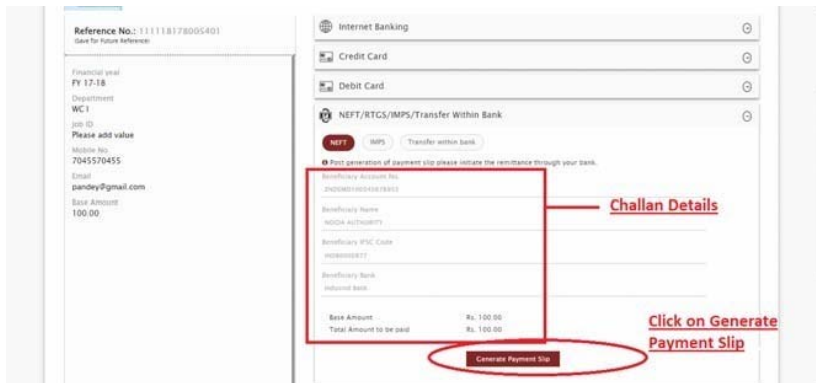
Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

g. Select the payment mode:



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

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



Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
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Section I: General information

Project Brief

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

In order to meet the objectives of the Authority and successful implementation of projects/ development schemes, the financial health of the Authority thus becomes pivotal. With the above background, the Authority is keen to conduct an analysis of the existing costing practices and the prevalent rates for various revenue sources such as land, built up structures, rental properties, etc. managed by the Authority.

In the above context, NOIDA intends to appoint a firm (or “Consultant” or “Agency”) to provide assistance in undertaking an assessment of the current costing practices of the Authority and conduct assessment of the rates for various properties of the Authority including land, build up structures, residential, commercial, industrial and institutional properties etc. of the Authority.

NOIDA will select the Consultant/Agency on the basis of evaluation criteria mentioned in this RFP. The terms and conditions have been detailed in the following sections. The document can be downloaded from eprocurement website <http://etender.up.nic.in>. The Applicant shall pay:

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

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

All communications should be addressed to:

Finance Controller

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority,

Noida 201301

District Gautam Budh Nagar, Uttar Pradesh

Section II: Statement of Work

The selected Consultant/Agency is expected to provide (but not limited to) following services to fortify costing and revenue assumptions of NOIDA:

1. Scope of Work

The Authority's costing mechanism has developed over time with experience, taking into account the gradual developments that took place in the region managed by it. The Authority aims to fortify the costing techniques it has adopted for various asset classes it owns. Keeping in mind this objective the scope of work has been divided into the following sections:

PART A – Advisory Support to the Authority

- As is state assessment needs to be carried out through information gathering from all the key departments to identify the existing cost-plus model. This primarily includes and is not limited to internal and external development costs, interest costs, maintenance costs, admin and contingency costs etc.

- The Consultant/Agency is required to assess and suggest modifications, if any, in the current costing structure prevalent at the Authority in line with the guidelines issued by the Government of UP from time to time.
- Gaps identification, benchmarking with costing methodologies adopted at other municipal bodies and development authorities, and best practices.
- Basis as is assessment and gap identification, the Consultant/Agency is required to prepare draft costing policy framework for the Authority. The framework should include an excel sample for various costing estimates, SOPs for different type of properties and operating guidelines for the Authority
- The Draft Policy upon vetting and feedback from the Authority, would be finalized for future implementation
- The above current state assessment and policy formulation is to be carried out across various asset classes owned and/or rented out by the Authority. An indicative list of the work pertaining to various asset classes would include:
 - Land costing and determination of rates as per categorization of areas/sectors.
 - Costing/determination of rentals for various types of properties
 - Costing of built up properties/assets of various types / class
 - Determination of cost and rates for schemes launched by the Authority as per the needs.

- The Consultant/Agency shall also carry out the costing of at least one property of NOIDA on pilot basis to demonstrate practical application of the new costing policy as approved and finalized.

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- The above-mentioned work shall pertain to the various types / class of assets (land as well as built up assets) that fall under the purview of the Authority. An indicative list is provided below:
 - Industry
 - Group Housing
 - Residential
 - Built up Houses
 - Institutional
 - Commercial
 - Other types of assets such as stadium, parks, community spaces, etc.

Further information regarding the above asset classes is available on the website: <https://noidaauthorityonline.in/en>

- Determination of changes in the costing mechanism and/or rentals for various class / types of assets owned by the Authority across various sectors in Noida – commercial, institutional and industrial assets, residential assets etc. and arrive at re-categorization of sectors depending on the current and projected market value.
- Collect information and conduct due diligence of matters like market information, external developments, schemes by various neighboring development authorities, municipalities, central / state / local agencies, etc. that would have a bearing on the costing/rentals of the Authority's future and existing assets and incorporate that information to arrive at the re-categorization of sectors, if required.
- Make recommendations regarding re-categorization of sectors of NOIDA and arrive at revised rates based on market research and demand assessment.
- Conduct training of the NOIDA staff (2 sessions) about the new costing policy and parameters for re-categorization of sectors etc. that would enable the staff to independently carry out the costing related matters going forward.

PART B – Miscellaneous Support

- Any other property costing related request that may arise upon in due course of time. Work under this category will begin from the date of start of the contract.
- Assist in fixing of costing/rents for various specialized asset classes floated by the Authority as per specialized schemes during the contract period.

Submission of Reports

- Policy document for costing methodology, standard operating procedures and asset class / type guidelines
- Submission of excel template for costing methodology for various asset classes
- Briefing and progress presentation to the concerned senior officials at NOIDA as and when deemed necessary

2. Payment schedule, deliverables and Timelines

The overall period of the engagement of the Consultant shall be 06 months from the date of signing of contract/Agreement, with the provision of extension for three (03) months based on the Department's implementation requirement / support, and with the approval of the CEO, NOIDA.

In response to the RFP, Applicants shall provide financial quote in excel sheet uploaded on the etender portal. GST as per applicable rates shall be paid by the Authority. The Applicants, while providing the financial quote shall factor in all costs for carrying out the study and analysis.

The bid has to be quoted on fixed monthly fee with desired number of resources as mentioned in the RFP. The payment of the Part A for the duration of first 6 months shall be made as per the monthly quote submitted by the bidder. The payments during the extended period of three (03) months (if applicable) for the Part B of the work shall be made at one-third (1/3) rate of the monthly quote submitted by the bidder.

The contract payment will be made as per the schedule given below to the Agency, duly making deductions (if any, towards the taxes applicable as per the Government Rules).

Timelines of the project and its deliverables shall be as under:

S No	Description	Timelines
1.	Study of existing data and costing methodologies of the Authority	T+ 1 month
2.	Submission of 1st draft policy report on existing methodologies and best practices	T + 2 months
3.	Taking feedback from Finance Head and Heads of other property departments. Submission of revised Final policy after incorporating feedback as received from various asset departments heads. This should mention details relating to costing policy, standard operating procedures and guidelines for implementation. One pilot costing exercise for a land parcel should be conducted as directed by Noida.	T + 3 months
4.	Submitting draft report containing recommendations regarding re-categorization of sectors of NOIDA and to arrive at revised rates based on market research and demand assessment including rental properties.	T + 5 months
5.	Submitting final report based on feedback of various Heads of Departments containing recommendations regarding re-categorization of sectors of NOIDA and arrive at revised rates based on market research and demand assessment including rental properties	T + 6 months

where "T" is the date of execution of agreement against work order

An indicative payment schedule is given below:

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For example, if the monthly quoted fee of the successful bidder is Rs 100, the payment schedule shall be as follows:

S No	Timelines Payment (Rs)	
1.	T + 3 months	300
2.	T + 6 months	300

If the contract is extended by another three (03) months as per the terms and conditions specified in the RFP, the payments for the three months period shall be Rs 100 (1/3 of the financial quote for three (03) months)

3. Team

To perform the above scope of work the selected bidder should provide at least the following manpower:

S. No.	Resource	Minimum Relevant Experience
1	Team Leader 12 years	
2	Manager	10 years
3	Senior Consultant	07 years
4	Support Consultant	05 years

The Team Lead and the Consultants should have relevant qualifications and experience in the domain of accountancy/ costing/ valuation/ urban planning/ civil engineering/ architecture/ business administration etc. NOIDA reserves the right to verify their Curriculum Vitae (CV) and conduct an interview to ascertain their suitability for the work. Any change in the team members shall only be permitted if the incoming member has similar qualifications and experience and with the prior approval of NOIDA. The Bidder has to furnish the details as per Form T5 given in the RFP document.

4. Eligibility and Evaluation

a. Minimum Technical and Financial Criteria

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

- i. Registered partnership firm, LLP, public limited company, private limited company, Government entity, Public Sector Enterprise or Consortium of any of the above can submit the bid. The entities should be registered with the competent authority in India.
- ii. In case of a Bid by a Consortium of firms, following shall be abided by their members:
 - a. The Lead Member of the Consortium shall maintain a minimum percentage share/stake of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
 - b. Any change in percentage stake of Consortium members without prior written approval of NOIDA shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NOIDA to encash Security Deposit/Performance Bank Guarantee and /or to terminate the License Agreement after 30 days' notice.

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- c. Minimum percentage stake of any member in Consortium during License Period shall not be less than 15%.
- d. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their credentials/eligibility shall not be considered for evaluation of Consortium.
- e. All members of such entity shall be jointly and severally liable for the due performance of License Agreement.
- f. Each Consortium must nominate a lead member of the Consortium and must submit the Power of Attorney by all members of the Consortium in favor of the lead member.
- g. Members of the Consortium shall enter into a memorandum of understanding (MoU) specific to this Project which shall be submitted with the RFP.
- h. The members of the Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Project Agreement, however, the Licensor will interact with lead member who shall own all liability and responsibility on behalf of the Consortium.
- i. The Consortium as a whole must be sound both technically and financially.
- j. For Financial Eligibility, credentials of the lead member to be considered.
- k. Technical Eligibility to be collectively met by all consortium members, subject to the sub-clause i (d) above.

The Bidder's/Applicant's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- i. The Applicants must have at least 5 (five) years of experience in providing similar consultancy / cost accounting/asset valuation services in India or Globally, especially to government entities/departments/reputed corporate organizations.
- ii. The Applicants must have an average annual turnover of minimum INR 3.75crores (Three Crores Seventy-Five Lakh only) during the last three (3) years in India i.e.FY2017-18, FY 2018-19& FY 2019-20
- iii. Similar Consultancy / Costing / Valuation Project (at least one Project)with Development Authority/ Municipal corporations/ PSUs /autonomous bodies /reputed corporate organizationthat involve a similar scope of work as mentioned in this RFP

b. Evaluation of the Technical Proposal

The Evaluation Committee will evaluate the Technical Proposal using the evaluation parameters as laid under in clause 4(a)“Minimum Technical and Financial Criteria” this RFP. Bidders who will satisfy the minimum technical and financial criteria will be termed as “Pre-qualified Bidders”. Further detailed evaluation of only “Pre-qualified Bidders” shall be done. All the “Pre-qualified Bidders” shall be evaluated/marked based on parameters laid down in clause 4(b)(i) “Technical evaluation” below. “Pre-qualified Bidders” scoring, 70 marks and above will be termed as “Technically qualified Bidders”. Financial proposals of only “Technically qualified Bidders” will be opened.

i. Technical Evaluation

The evaluation of technical proposals shall be based on following parameters:

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S No.	Criteria	Max Score
1.	<p>Financial capability</p> <p>Annual average turnover for the last three years 2017-18,2018-19, 2019-20 (audited financial statements to be submitted):</p> <ul style="list-style-type: none"> • INR >7.5 crore- 25 marks • INR 5–7.5 crore- 22 marks • INR 3.75– 5crore - 20 marks 	25
2.	<p>Firm'sConsultancy / Costing/ Valuation Experience in years with Development Authority/ Municipal corporations/ PSUs /autonomous bodies /reputed corporate organization</p> <ul style="list-style-type: none"> • > 10years' experience- 25 marks • 7.5-10-year experience- 22 marks • 5– 7.5 years' experience- 20 marks 	25
3.	<p>Experience of undertaking consultancy work of similar nature for cost validation/ costing policy formulation forULB/ Development Authority /PSU/ autonomous bodies / Fortune 500 corporate organization in India / Global in the past five years with a minimum consulting fee of INR 25(Twenty five) Lakhs for each project that involve a similar scope of work as mentioned in this RFP</p> <ul style="list-style-type: none"> • 1 Project - 15 marks • 5 marks for each additional project 	25
4.	<p>Approach and Methodology</p> <p>Applicant's capability, understanding, approach (if any), appreciation of requirements, suggestions and work plan</p>	10
5.	<p>Team Leader</p> <ul style="list-style-type: none"> • Cost Accountant / Chartered Accountant / MBA/Architect/ Civil Engineer/ PlannerCertified with minimum work experience of 12 years of similar nature <ul style="list-style-type: none"> ○ Experience of 12– 15years – 10 marks ○ Experience of >15 years – 15 marks 	15
6.	Total	100

2.2.2 Selection Process

The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost using Quality cum costbased selection (QCBS) process with Technical Score having weightage of 70% and financial price having Weightage of 30%.

Based on the criteria and the total score, the Technical Scores will have a weightage of 70%. The Financial bids will be allotted a weightage of 30%.

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration

The total score shall be obtained by weighing the quality and cost scores and adding them up

On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

Consolidated score = Technical score * 0.70 + Financial score * 0.30

Section III: Instructions to Applicants

1. General Instructions

- a) A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Neither the employees nor directors or related parties of the Bidding entity are eligible to apply. Any Bidder, who itself or whose directors, employees or related parties submit or participate in more than one tender/proposal would be disqualified.
- b) The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c) The Bidder shall carry out the services in compliance with the provisions of the Agreement. The Bidder represents that it is a professional and experienced entity, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d) Bidders shall be evaluated based on the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NOIDA's decisions are without any right of appeal whatsoever.
- e) Any entity which has been barred by the Central/ State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to NOIDA before the last date for receiving queries/clarifications.
- g) NOIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to eBid or the Selection Process, including any error or mistake therein or in any information or data given by NOIDA.
- h) The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

Cost of Bid Document / e tender Processing Fee

- a) The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and New Okhla Industrial Development Authority (“NOIDA” or “the Authority”), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> or on NOIDA website (www.noidaauthorityonline.in) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in Data Sheet through RTGS/NEFT only payable in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in Data Sheet will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted

Acknowledgement by Bidder

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

Availability of Bid Document

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

Amendment of e- Bid Document

- a) At any time prior to the deadline for submission of e-Bid, N OIDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eBid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NOIDA's website www.noidaauthorityonline.in. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- b) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NOIDA's website www.noidaauthorityonline.in from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NOIDA shall not be responsible for it.

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- c) To allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NOIDA, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NOIDA's website www.noidaauthorityonline.in.

2. Preparation and Submission of Bids

Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NOIDA shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

Documents constituting the e- Bid

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

Technical e-Bid-

- i. **Fee details** - Details of e-Tender Processing fee and prescribed EMD
- ii. **Eligibility details** - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract agreement if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract agreement and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the contract/Agreement.
- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this RFP

Financial e-Bid –

- i. Price bid – Bill of Quantities in XLS format to be filled in after downloading from the eProcurement website for this e-tender (<http://etender.up.nic.in>). There shall be a single financial quote for the total area for which the bid is submitted.

Documents establishing Bidder's Qualification

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

E-Bid form

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

E-Bid currency

Prices shall be quoted in Indian Rupees only.

Formats and Signing of e-Bid

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

Deadline for submission of e-Bid

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

Submission of e-Bid

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

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

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

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

- III. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- IV. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the tender fee and EMD offline payment details. After entering and saving the tender fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- V. Next the Bidder should upload the technical e-Bid documents for fee details (tender fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- VI. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- VII. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- VIII. NOIDA reserves the right to cancel any or all e-Bids without assigning any reason.

Late e-Bid

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

Withdrawal and resubmission of e-Bid

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

NOIDA's right to accept any e-Bid and to reject any or all e-Bids.

- a) Notwithstanding anything contained in this e-Bid, NOIDA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b) NOIDA reserves the right to reject any Bid if:
- At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NOIDA, the supplemental information sought by NOIDA for evaluation of the e-Bid.
- c) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the NOIDA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the Selection Process.

Period of validity of e-Bid

- a) e-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by NOIDA. An e-Bid valid for a shorter period shall be rejected by NOIDA as non-responsive.
- b) In exceptional circumstances, NOIDA may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

Correspondence with the Bidder

- a) Save and except as provided in this e-Bid, NOIDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any e-Bid.
- b) Subject to Clause 4.5 no Bidders shall contact NOIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c) Any effort by the Bidder to influence NOIDA in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.

3. Earnest Money Deposit

Earnest money deposit (EMD)

- a) The tenderer shall furnish, as part of its e-Bid, an EMD as stated in Data Sheet in form of RTGS/NEFT only in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NOIDA.
- c) Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- d) No interest will be paid by the Purchaser on the Earnest Money Deposit.
- e) The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract/Agreement.
- f) The EMD may be forfeited:
- i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.

- ii. In case of a successful Bidder, if the Bidder fails to sign the contract / Agreement with the Authority.

Performance Guarantee

An amount equivalent to 5% of the quoted price (including taxes) shall be required to be deposited as performance guarantee which shall be released after the successful completion of project.

4. Opening and Evaluation of Bids

Opening of technical e-Bid by NOIDA

- a) NOIDA will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NOIDA Office. The Bidder's representatives who are present shall submit the letter to NOIDA on the letter head of the company stating that the representative (name) is authorized to attend the meeting. He / She shall sign a register evidencing their attendance at NOIDA. In the event of the specified date e-Bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.
- b) The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Tender Fee and EMD must be submitted in the prescribed account of NOIDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c) The Bidders names and the presence or absence of requisite EMD and such other details as NOIDA at its discretion may consider appropriate, will be announced at the opening

Opening of financial e-Bid

- a) After evaluation of technical e-Bid, through the evaluation committee NOIDA shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b) NOIDA will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may be sent by e-mail provided by Bidder.
- c) The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

Correction of errors

- a) Financial Bids determined to be responsive will be checked by NOIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b) The amount stated in the Financial Bid will be adjusted by NOIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his EMD shall be liable for forfeiture in accordance with Clause 3.1 (f)

Examination of e-Bid document

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

- a) The NOIDA will examine the e-Bid to determine if:
 - i. They are complete
 - ii. They meet all the conditions of the contract
 - iii. The required Tender fee, EMD and other required documents have been furnished
 - iv. The documents have been properly digitally signed; and
 - v. The e-Bids are in order
- b) Any e-Bid or e-Bids not fulfilling these requirements shall be rejected

Contacting NOIDA

- a) No Bidder shall contact NOIDA on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NOIDA, he/she can do so in writing.
- b) Any effort by a Bidder to influence NOIDA in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from NOIDA works and legal proceeding can also be initiated. EMD of such bidders will be forfeited

Confidentiality

- a) Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional consultant advising NOIDA in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b) NOIDA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NOIDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NOIDA or as may be required by law or in connection with any legal process

5. Award of Contract/Agreement

Award Criteria

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

Notice of Award (NOA)

- a) Prior to the expiration of the period of e-Bid validity, NOIDA will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b) The acceptance of NOA will constitute the formation of the contract

Signing of Contract Agreement

At the same time as NOIDA notifies the successful Bidder that its e-Bid has been accepted, the successful Bidder shall have to sign the Contract Agreement with relevant document as mentioned in the RFP. The Contract agreement draft along with other related terms and conditions will be same as furnished in this eBid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

NOIDA's right to accept any e-Bid and to reject any or all e-Bids

NOIDA reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

Section IV: General Conditions (GC) of Contract

1. General Provisions

Definitions

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

- a) "Consultant" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract/Agreement.
- b) "Contract" means the Contract / Agreementsigned by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's country/state
- d) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them

Law Governing Contract / Agreement

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

Language

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

Notices

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

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

Authorized Representatives

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

Taxes and Duties

The Consultant/ Firm shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract/Agreement Price. In other words, only GST shall be paid extra by the Authority, and rest other taxes applicable shall be considered to be included in the quoted price.

In case any law requires NOIDA to pay tax on the contract / Agreement price on reverse charge basis the amount of tax deposited by NOIDA would be considered as paid to the Consultant, and accordingly, the amount payable to the consultant would stand reduced to that extent.

In case the consultant does not deposit the tax payable on execution of the contract/Agreement, or has not provided the tax invoices to NOIDA showing the amount of tax, or has not uploaded the documents in computerized tax network as per prevailing law, leading to non-availability of Input credit of the tax to NOIDA, the amount equivalent to such tax shall be deducted from the contract /Agreement price.

Stamp duty and registration charges, if any, payable on the executed contract/ Agreement document, shall be borne by the consultant.

Tax deduction at source, if any, shall be made by NOIDA as per law applicable from time to time from the amount payable to the consultant.

Fraud and Corruption

Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract/Agreement execution.
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract/Agreement.
- c) "collusive practices" means a scheme or arrangement between two or more applicants, with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels.
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract/ Agreement.

Measures to be taken

The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract/ Agreement.

The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract/Agreement.

2. Commencement, Completion, Modification and Termination of Contract/Agreement

Effectiveness of Contract/ Agreement

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

Commencement of Services

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

Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract /Agreement shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract/Agreement.

Modifications or Variations

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

Force Majeure

2.5.1. Definition

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

No Breach of Contract

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

Extension of Time

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

Payments

Payment due to the firm shall be made as per the terms of agreement.

Penalty Clause

Failure to adhere to the timelines mentioned in the Section II-Scope of work of the contract/Agreement shall attract a penalty of 0.5% of the total contract value up to a maximum of 5% of the contract subject to the approval of competent Authority.

Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

By the Client

The Client may terminate this Contract/Agreement, by not less than thirty (30) days' Written Notice of Termination to the Consultant/ Firms, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

- a) If the Consultant/ Firm does not remedy a Failure in the Performance of his Obligations under the Contract/Agreement, within fifteen (15) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.
- b) If the Consultant/ Firm (or any of their Members) becomes insolvent or bankrupt.
- c) If the Consultant/ Firm, in the Judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract/Agreement. For the purpose of this Clause:
 - i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract/Agreement execution.
 - ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract/Agreement to the detriment of the Client and includes Collusive Practice among Consultant/ Firms (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Client of the Benefits of Free and Open Competition.
- d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract/Agreement.

By the Consultant

The Consultant/ Firm may terminate this Contract, by not less than thirty (30) days' Written Notice to the Client, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

- a) If the Client fails to pay any monies due to the Consultant/ Firm pursuant to this Contract/Agreement and not subject to Dispute pursuant to Clause 9 hereof within forty five (45) days after receiving written Notice from the Consultant/ Firm that such Payment is overdue.
- b) If the Client is in Material Breach of its Obligations pursuant to this Contract / Agreement and has not remedied the same with in forty-five (45) days (or such longer period as the Consultant/ Firm may have subsequently approved in Writing) following the Receipt by the Client of the Consultant/ Firm's Notice specifying such Breach.
- c) If, as the Result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a Period of not less than sixty (60) days).

However, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations

Cessation of Rights and Obligations

Upon Termination of this Contract/Agreement pursuant to Clause 2.6, or upon expiration of this Contract / Agreement pursuant to Clause GC 2.3 , all Rights and Obligations of the Parties hereunder shall cease except

- i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
- ii. The Obligation of Confidentiality set forth in Clause GC 3.2 hereof.
- iii. Right which a Party may have under the Applicable Law.

Cessation of Services

Upon Termination of this Contract/ Agreement by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant/ Firm shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant/ Firm, the Consultant/ Firm shall proceed as provided by Clause GC 3.3.

Payment upon Termination

Upon Termination of this Contract/Agreement pursuant to Clauses 2.7.1 and 2.7.2, the Client shall make the following payments to the Consultant/ Firm.

- a. Remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the Effective Date of Termination

3. Obligations of the Consultant

Standard of Performance

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

Confidentiality

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

regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

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

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

Accounting, Inspection and Auditing

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

4. Obligations of the Client

Assistance and Exemptions

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

5. Payments to the Consultant

Contract/Agreement Price

The contract/Agreement price will be payable in Indian Rupee.

Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the RFP Document. NOIDA shall pay consultant as per agreed fees/quoted fees as per tender document.

NOIDA shall, within 30 days from the date of receipt of the invoice make payment to the consultant as per the terms of the RFP document

6. Good faith

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

7. Limitation of Liability

The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

The Consultant shall, be liable to NOIDA for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant, or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, with respect to damage caused to NOIDA's property, the Consultant shall be liable for any indirect or consequential loss or damage to NOIDA.

The limitation of liability specified in clause 7.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted by it. Subject to the provisions of clause 7, it shall indemnify NOIDA against any inaccuracy in its work if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents.

The Consultant shall indemnify Noida for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "claims") which may arise from or due to any unauthorised use of Documents/privileged information, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of NOIDA.

8. Settlement of Disputes

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

Amicable Settlement

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

Jurisdiction

Any dispute relating to this Contract/Agreement or the Services shall be subject to the exclusive jurisdiction of the District Court at Gautam Buddha Nagar, High Court at Allahabad(Prayagraj), to which both the parties agree to submit for these purposes.

9. Conflict of Interest

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NOIDA or may reasonably be perceived as having this effect.

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Section V: Proforma for Submission

This part of the document provides pro-forma for providing the information.

Authorized signatory of the Bidders must sign each page of the bid to be submitted to NOIDA.

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Form-T1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

Finance Controller

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority (NOIDA)

Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Subject: Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Dear Sir,

We, the undersigned, offer to provide Engagement of Consultancy for cost accounting and property valuation for Noida in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Form-T2

FIRM DETAILS

1.	<p>Title and name of the Project: Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA</p>																
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder/Consortium</p>																
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>																
4.	<p>In case of a consortium, state the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;">Names of members (Lead member first):</th> <th style="width: 20%;">Legal Status</th> <th style="width: 30%;">Registered address and principal place or business</th> <th style="width: 20%;">Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Authorised contact person (from lead member): Contact person's title: Address, telephone, facsimile and e-mail ID of contact person:</p>	Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)	a.				b.				c.			
Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)														
a.																	
b.																	
c.																	

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Form-T3

CAPABILITY STATEMENT

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

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

Reference				
Tender	Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA			
Name of Tenderer:				
S. No.	Eligibility Criteria			(Filled by tenderer)
			Minimum Value	
1.	Firm's Consultancy / Costing / Valuation Experience in years with Development Authority/ Municipal corporations/ PSUs /autonomous bodies / reputed corporate organization		5 years	
2.	Turnover (During the last 3 years)	Year 1	Average INR 3.75 Crores	
		Year 2		
		Year 3		
3.	Experience of undertaking consultancy work of similar nature for cost validation / costing policy formulation for ULB/ Development Authority /PSU/ autonomous bodies / Fortune 500 corporate organization in India / Global in the past five years with a minimum consulting fee of INR 25 (Twenty five) Lakhs for each project that involve a similar scope of work as mentioned in		One work of similar nature	

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

	this RFP		
4.	Applicant's capability, understanding, approach (if any), appreciation of requirements, suggestions and work plan		

FIRM'S EXPERIENCE - PROJECT DESCRIPTION SHEET

Assignment Name:	
Country: Location within Country:	Duration of Assignment (months)
Name and address of client	Amount of consulting fee received by your firm (INR)
Start Date (month/year)	Completion Date (month/year)
Name of associated consultants (if any)	Name of senior professional staff of your firm involved (indicate most significant profiles such as Project Director/ Coordinator, Team Leader and their names):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Firm's name:	

* Note: NOIDA may seek documentary evidences of any project shown in Form T4 which may be in form of work orders, contracts, completion certificates, recommendation letters from client or any other format that NOIDA decides.

Form- T5

**INDIVIDUAL EXPERIENCE –FOR TEAM LEADER/SENIOR
CONSULTANT/SUPPORT CONSULTANT**

Name:	
Date of joining the firm	
Date since performing work related to Scope of Work and related components	
Qualification Academic: Professional:	
Total number of years of experience	

Date:

Place:

Signature of the Applicant

* Note: The applicant should submit related documentary evidences for any experience and qualification stated by the applicant. NOIDA may seek additional information of any experience/qualification shown in Form T5.

Form- T6

FINANCIAL CAPACITY

Bidder should submit their financial details as per the following:

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

Year Annual Turnover	
2019-20	Fill Details
2018-19	Fill Details
2017-18	Fill Details
Average	Fill Details

For the purpose of qualification:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.

Certificate of the Statutory Auditors/ Chartered Accountants

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Statutory Auditors/ Chartered Accountants, certify that the above information pertaining to FY 2017-18, FY 2018-19 and FY 2019-20 is correct.

Signature and Seal of

Statutory Auditors/ Chartered Accountants (with membership no.)

Authorised Signatory

(Name and Designation of Authorised Signatory)

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Form-T7

MEMORANDUM

Name of Work: Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

I/We agree to keep the quoted rate open for acceptance for 90 days from the due date of submission thereof and not make any modification in its terms and conditions.

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Form-T8

SALEABLE FORM FOR TENDER DOCUMENT

Job No.

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

DETAILS OF ERNEST MONEY ATTACHED

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

BIDDER

Form - T10

UNDERTAKING

Name of Work: Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

- I confirm that I/ Bidder/ any of the consortium members have done the inspection of the RFP for my/our satisfaction.
- I confirm that I/ Bidder/ any of the consortium members have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 years.
- I confirm that I/ Bidder/ any of the consortium members have no revenue dues from any government department or government/public sector agency
- I confirm that I/ Bidder/ any of the consortium members do not have any case of criminal prosecution registered against me/us
- I confirm that I/ Bidder/ any of the consortium members have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years
- I confirm that I/ Bidder/ any of the consortium members have no criminal/civil case going in court against me/ us.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

1. To be signed by the Bidder. In case a Consortium is applying, each member of the Consortium will be expected to submit the Affidavit.

2. Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder/ Consortium, if any

Form-T11

POWER OF ATTORNEY

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

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

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

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

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

Signed by the within named

.....**[Insert the name of the executant company]**

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Designation.....

Notes:

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

Form - T12

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To

FC, Noida Authority
Sector-6, Main Administrative Block,
Noida, Gautam Budh Nagar,
Uttar Pradesh 201301

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable

Form - T13

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Finance Controller, New Okhla Industrial Development Authority (NOIDA) has invited applications from interested parties for the Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA (the "Project").

Whereas,,, and

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at.....,M/s.having our registered office atM/s. having our registered office atandhaving our registered office at(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at... ,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the license/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NOIDA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the License Agreement is entered into with the NOIDA. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

1.
2.
.....
(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate

Form-T14

CONSORTIUM AGREEMENT / MEMORANDUM OF UNDERSTANDING

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____.

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its registered office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its registered office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its registered office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD Part;

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Whereas New Okhla Industrial Development Authority (hereinafter referred to as 'NOIDA') has invited Bids for the Licensing of _____ in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NOIDA for participating in the bid by the Consortium for which the Bid has been floated by NOIDA.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of _____ in terms of the Bid invited by New Okhla Industrial Development Authority Ltd., (NOIDA).

That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NOIDA for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the Successful Bidder in the bid being invited by NOIDA for the said purpose.

That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____

That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

That the shareholding of the members of the Consortium for this specified purpose shall be as follows:

- I. The Lead Member shall have _____ per cent (_____ %) of shareholding with reference to the Consortium for this specified License Agreement.
- II. The Participant Member shall have _____ (_____ %) of shareholding with reference to the Consortium for this specified License Agreement.

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That in case to meet the requirements of bid documents or any other stipulations of NOIDA, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said Project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified Project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said Project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NOIDA.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1.() 2.() 3.()

Authorized Signatory Authorized Signatory Authorized Signatory

()()()

For (Name of company) For (Name of company) For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose

Form-T15

Financial Bid Form

[Date]

Finance Controller,

Main Administrative Building, Sector-6

New Okhla Industrial Development Authority,

Noida 201301

District Gautam Budh Nagar, Uttar Pradesh

Subject: Financial proposal

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Reference: RFP for Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

Dear Sir/Madam,

We have read and examined the RFP document complete with the Scope of Work, Instructions to Applicants and General Conditions of Contract.

We hereby quote for NOIDA of the consultancy specified in the RFP of INR _____(IN WORDS).

The Financial Bid submitted is unconditional (inclusive of all taxes, duties, levies, out of pocket expenses, professional fee etc. excluding GST) and fulfills all the requirements of the RFP Document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorised Person

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

BIDDER

Form - T16

Bid Details

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

S. No.	Particulars	Attached (Yes/No/Not applicable)	Page No. (Mandatory)
1.	E-Tender Processing Fee		
2.	Earnest Money Deposit		
3.	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership (For all members in case of Consortium)		
4.	Self-attested copy of PAN card of the company/firm; the GST registration and ITR (For all members in case of Consortium)		
5.	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years (For lead members in case of Consortium)		
6.	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years, if applicable		
7.	Form 1: Letter of Proposal Submission		
8.	Form 2: Firm Details		
9.	Error! Reference source not found.		
10.	Form 4: Firm Experience – Project Description Sheet		

Selection of Chartered Accountants (CA) / Cost Accountants (CMA) / Asset Valuation firms for various items of work for NOIDA

11.	Form 5: Individual Experience		
12.	Error! Reference source not found. Financial Capacity		
13.	Error! Reference source not found. Memorandum		
14.	Error! Reference source not found.		
15.	Error! Reference source not found.		
16.	Form 10: Undertaking		
17.	Form 11: POA For Authorized Signatory		
18.	Form 12: Statement of Legal Capacity		
19.	Form 13: POA for Lead Member		
20.	Form 14: Consortium Agreement		
21.	Form 15: Financial Bid Form		
22.	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		