

INDORE SMART CITY DEVELOPMENT LIMITED



REQUEST FOR PROPOSAL

FOR

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING
INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF
INDORE SMART CITY DEVELOPMENT LIMITED.

NIT No.: 11/ISCDL/2024-25

(Online Tender Id: 2024_UAD_368214_1)

INDORE SMART CITY DEVELOPMENT LIMITED, INDORE

Regd. Off.: Nehru Park, Indore (M. P.) 452 003, INDORE, Madhya Pradesh,
Ph. No.: 0731-2535572; E-mail: smartcityindore16@gmail.com;

Website: www.smartcityindore.org ; CIN: U75100MP2016SGC035528

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the INDORE SMART CITY DEVELOPMENT LIMITED (the Authority) or any of its employees or advisors is final and binding. The same is provided in the terms and conditions of this document.

This RFP is not agreement and is neither an offer nor invitation by the authority to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

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

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage (from NIT Publication till issue of Letter of Acceptance).

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be for the Project and the Authority reserves the right to reject all or any of the BIDDERS or BIDs without assigning any reason whatsoever.

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

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SECTION 1: NOTICE INVITING TENDER



इन्दौर स्मार्ट सिटी डेवलपमेंट लिमिटेड,
स्मार्ट सिटी ऑफिस, नेहरु पार्क कॉम्पस इन्दौर म.प्र., 452005
फोन नं. 0731-2535572; ई-मेल: smartcityindore14@gmail.com
CIN: U75100MP2016SGC035528; Website: www.smartcityindore.org

NIT No.: 11 /ISCDL/2024-25

Date: 04/10/2024

NOTICE INVITING TENDER

Online Lumpsum rate tenders are invited for following works. Tender forms may be purchased online by the eligible agencies registered with the State Government / Central Government under relevant laws from public procurement portal: www.mptenders.gov.in

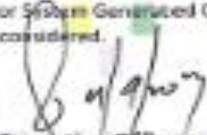
| S. No. | Name of Work | Cost of Tender Form (Rs.) | Earnest Money Deposit (Rs.) | Duration (Years) |
|--------|---|------------------------------|------------------------------------|---|
| 1. | Request for Proposal for Selection of Chartered Accountant Firms for executing Internal Audit, Taxation and other related works of Indore Smart City Development Limited. | 2,000 (Two Thousand Only) | 20,000/- (Twenty Thousand Only) | 3 (Three) + Any extension thereof |

Key Dates: -

| S. No. | Description | Date and Time |
|--------|---|---------------------------|
| 1. | Last date for Purchase of Tender (Online) | 03.10.2024 till 1730 Hrs. |
| 2. | Last date for submission of tender (Online) | 03.10.2024 till 1730 Hrs. |
| 3. | Technical bid opening (Online) | 04.10.2024 from 1730 Hrs. |

Notes: -

- Tender Document and other details shall be available on Website: www.mptenders.gov.in
- Amendment to NIT, if any would be published on website only.
- The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan.
- In case any of the dates specified above is Government holiday, day after the same shall be considered.
- In case of any clarification bidder may contact @ 0731-2535572


Chief Executive Officer
Indore Smart City Development
Limited, Indore

SECTION 2: INSTRUCTIONS TO BIDDERS AND DATA SHEET

INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS

1. Definitions

- 1.1. "Affiliate(s)" Means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2. "Applicable Law" Means the laws and any other instruments having the force of law in the Employer's country i.e., INDIA, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- 1.3. "Bank" Means Nationalized / Scheduled Commercial Banks.
- 1.4. "EMPLOYER"/ "Authority" Means the implementing agency which is INDORE SMART CITY DEVELOPMENT LIMITED, that signs the Contract for the Services with the selected Bidder.
- 1.5. "Bidder"/ "Bidder" Means a legally established professional consulting firm or an entity that may provide or provide the Services to the EMPLOYER under the Contract.
- 1.6. "Contract" Means a legally binding written agreement signed between the EMPLOYER and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- 1.7. "Data Sheet" Means an integral part of the Instructions to BIDDERS (ITB) Section 2 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITB.
- 1.8. "Day" Means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the EMPLOYER. It excludes the EMPLOYER's official public holidays.
- 1.9. "Professionals" Means, collectively, Key Professionals, Non-Key Professionals, or any other personnel of the Bidder.
- 1.10. "in writing" Means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed, or received through the electronic-procurement system used by the EMPLOYER) with proof of receipt;
- 1.11. "Joint Venture (JV)" Means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the EMPLOYER for the performance of the Contract.

- 1.12. "Key Professional(s)" Means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract
- 1.13. "ITB" (this Section 2 of the RFP) Means the Instructions to BIDDERS that provides the BIDDERS with all information needed to prepare their Proposals.
- 1.14. "EMPLOYER" Means the INDORE SMART CITY DEVELOPMENT LIMITED
- 1.15. "Proposal" Means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.16. "RFP" Means the Request for Proposals to be prepared by the EMPLOYER for the selection of BIDDERS.
- 1.17. "Services" Means the work to be performed by the Bidder pursuant to the Contract.
- 1.18. "Sub-Bidder" Means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the EMPLOYER during the whole performance of the Contract.
- 1.19. "Terms of Reference (TOR)" (Section 5 of the RFP) Means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the EMPLOYER and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. The EMPLOYER named in the Data Sheet intends to select a Bidder from the eligible BIDDERS those have participated in the bidding process, in accordance with the method of selection specified in the Data Sheet.
- 2.2. The BIDDERS are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
- 2.3. The BIDDERS should familiarise themselves with the conditions of the assignment and take them into account in preparing their Proposals, including attending a Pre-Bid Meeting if the same is specified in the Data Sheet. Attending any such Pre-Bid Meeting is optional and is at the BIDDERS' expense.
- 2.4. The EMPLOYER will timely provide, at no cost to the BIDDERS, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the Data Sheet.

3. Contents of the Bid Document

- 3.1. The Bid Document shall comprise of the following unless specified in the Bid Data Sheet:
 1. NIT with all amendments.
 2. Instructions to Bidder,
 3. Scope of Work
 4. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
 5. Technical and Financial Bid

6. Letter of Acceptance
7. Agreement and
8. Any other document(s), as specified

4. Conflict of Interest

- 4.1. The Bidder is required to provide professional, objective, and impartial services, at all times holding the EMPLOYER's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 4.2. The Bidder has an obligation to disclose to the EMPLOYER any situation of actual or potential conflict that impacts its capacity to serve the best interest of the EMPLOYER. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 4.3. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

a. Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the EMPLOYER to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

Conflict among consulting assignments: a Bidder (including its Professionals and Sub-BIDDERS) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another EMPLOYER.

c. Conflicting Relationships

Relationship with the EMPLOYER's staff: a Bidder (including its Professionals and Sub-BIDDERS) that has a close business or family relationship with a professional staff of the EMPLOYER (or of the EMPLOYER, or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.

5. Unfair Competitive Advantage

- 5.1. Fairness and transparency in the selection process require that the BIDDERS or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the EMPLOYER will indicate in the Data Sheet and make available to all the BIDDERS together with this RFP

all information that would in that respect give such Bidder any unfair competitive advantage over competing BIDDERS.

6. Fraud and Corruption

6.1. The EMPLOYER requires that BIDDERS observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the EMPLOYER:

- i. may reject the bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the Bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

6.2. For the purposes of this provision, the terms set forth above are defined as follows:

- a. **“Corrupt practice”** Means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. **“Fraudulent practice”** Means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c. **“Coercive practice”** Means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. **“Collusive practice”** Means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

7. Eligibility

7.1. The EMPLOYER permits BIDDERS (Proprietorship, Partnership Firm, LLP, Private Limited, Public Limited and Registered Partnership firms,) from India (Refer Data Sheet) to offer services stated in the ToR.

7.2. Furthermore, it is the Bidder’s responsibility to ensure that its Professionals, Sub-BIDDERS, agents (declared or not), BIDDERS, suppliers and/or their employees meet the eligibility requirements as established in this RFP.

7.3. As an exception to the foregoing ITB 7.1 and ITB 7.2 above:

a. Prohibitions

- i. Firms and individuals of a country may be ineligible if so, indicated in Data Sheet (Eligible Countries) and:
 - a. as a matter of law or official regulations, the EMPLOYER’s country prohibits commercial relations with that country, provided that such exclusion does not preclude effective competition for the provision of Services required; or
 - b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the EMPLOYER’s

Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

b. Restrictions for State-Owned Enterprises

- i. State-owned enterprises or institutions in the EMPLOYER s' country may be eligible to compete and be awarded a contract only if they can establish, in a manner, that they:
 - a. are legally and financially autonomous,
 - b. operate under commercial law, and are not under supervision of the EMPLOYER.

c. Restrictions for Public Employees

- i. Government officials and civil servants of the EMPLOYER s' country is not eligible to be included as Professionals, individuals, or members of a team of Professionals in the Bidder's Proposal unless:
 - a. the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - b. their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the EMPLOYER.

B. PREPARATION OF PROPOSALS

8. General Considerations

8.1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

9. Cost of Preparation of Proposal

9.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the EMPLOYER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9.2. The EMPLOYER is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

10. Language

10.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the EMPLOYER, shall be written in the language(s) specified in the Data Sheet.

11. Documents Comprising the Proposal

11.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

11.2. If specified in the Data Sheet, the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, the EMPLOYER country's laws against fraud and corruption (including bribery).

12. Only One Proposal

12.1. The Bidder (including the individual members) shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, precludes Sub-Bidder, or the Bidder's staff from

participating as Professionals in more than one Proposal when circumstances justify and if stated in the Data Sheet.

13.Proposal Validity

13.1. Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by the EMPLOYER in accordance with ITB 13.1.1. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Professionals, the proposed rates, and the total price.

13.1.1. Extension of Proposal Validity

- a. The EMPLOYER will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the EMPLOYER may request, in writing, all BIDDERS who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- b. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Professionals.
- c. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

13.1.2. Substitution of Key Professionals at Validity Extension

- a. If any of the Professionals become unavailable for the extended validity period, the Bidder shall seek to substitute another Expert. The Bidder shall provide a written adequate justification and evidence satisfactory to the EMPLOYER together with the substitution request. In such case, a substitute Key Professional shall have equal or better qualifications and experience than those of the originally proposed Key Professional. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Professional.
- b. If the Bidder fails to provide a substitute Professional with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the EMPLOYER, such Proposal will be rejected.

13.1.3. Sub-Contracting

The Bidder shall not subcontract the whole of the Services.

14.Clarification and Amendment of RFP

14.1. The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic Means, to the EMPLOYER's address indicated in the Data Sheet. The EMPLOYER will respond in writing, or by standard electronic Means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all the BIDDERS through Public Procurement Portal. Should the EMPLOYER deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

14.1.1. At any time before the proposal submission deadline, the EMPLOYER may amend the RFP by issuing an amendment in writing or by standard electronic Means. The amendment

shall be sent to all BIDDERS through Public Procurement Portal and will be binding on them.

14.1.2. If the amendment is substantial, the EMPLOYER may extend the proposal submission deadline to give the BIDDERS reasonable time to take an amendment into account in their Proposals.

14.2. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

15.Preparation of Proposals Specific Considerations

15.1. While preparing the Proposal, the Bidder must give particular attention to the following:

15.2. If a Bidder considers that it may enhance its expertise for the assignment by associating with other BIDDERS in the form of a Joint Venture or as Sub-BIDDERS, it may do so with other Bidder(s), if permitted in the Data Sheet. In all such cases a Bidder must obtain the written approval of the EMPLOYER prior to the submission of the Proposal.

15.3. The EMPLOYER may indicate in the Data Sheet the estimated Professionals' time input (expressed in person-month) or the EMPLOYER's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Bidder's own estimates for the same.

16.Technical Proposal Format and Content

16.1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

16.1.1. Bidder shall not propose alternative Professionals. Only one CV shall be submitted for each Professional position. Failure to comply with this requirement will make the Proposal non-responsive.

16.1.2. Depending on the nature of the assignment, the BIDDERS required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

17.Financial Proposal

17.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Resources deployed, (b) reimbursable expenses indicated in the Data Sheet.

17.2. Price Adjustment

d. For assignments with a duration exceeding 06 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the Data Sheet.

17.3. Taxes

a. The Bidder and its Sub-BIDDERS and Professionals are responsible for meeting all tax liabilities arising out of the contract unless stated otherwise in the Data Sheet. Information on taxes in the EMPLOYER's country is provided in the Data Sheet.

17.4. Currency of Proposal

- a. The Bidder may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

17.5. Currency of Payment

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

18.Procedure for Participation in E-Tendering

- 18.1. The procedure for participation in e-tendering is given in the Bid Data Sheet.

19.Submission, Sealing, and Marking of Proposals

- 19.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB10 (Documents Comprising Proposal). BIDDERS shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. **Bidder shall submit the proposal online on the e-procurement web portal <https://mptenders.gov.in>.**

- 19.2. An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

- 19.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

- 19.4. The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

- 19.5. Deleted. **The proposal shall be submitted online only as specified in the Bid Data Sheet.**

- 19.6. Delete

- 19.7. Delete

20.Confidentiality

- 20.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the EMPLOYER on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the BIDDERS who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITB are where the EMPLOYER notifies BIDDERS of the results of the evaluation of the Technical Proposals.

- 20.2. Any attempt by shortlisted BIDDERS or anyone on behalf of the Bidder to influence improperly the EMPLOYER in the evaluation of the Proposals or Contract award decisions

may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures.

20.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the EMPLOYER, it shall do so only in writing.

21. Earnest Money Deposit (EMD)

21.1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Data Sheet.

21.2. The EMD shall be transferred using Debit card/ credit card / net banking or system generated challan in favour of name and particulars given in Bid Data sheet

21.3. Bid not accompanied by EMD shall be liable for rejection as non-responsive.

21.4. EMD of BIDDERS whose bids are not accepted will be returned within Fifteen (15) working days of the decision on the bid.

21.5. EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.

21.6. Failure to sign the contract by the selected Bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.

22. Opening of Technical Proposals

22.1. The EMPLOYER's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted BIDDERS' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITB 23.

22.2. At the opening of the Technical Proposals the following shall be specified:

- i. the name and the country of the Bidder
- ii. any modifications to the Proposal submitted prior to proposal submission deadline; and
- iii. any other information deemed appropriate or as indicated in the Data Sheet.

23. Proposals Evaluation

23.1. Subject to provision of ITB 16.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

23.2. The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITB 13.1.1. While evaluating the Proposals, the EMPLOYER will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

24. Evaluation of Technical Proposals

24.1. The EMPLOYER's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does

not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

25. Financial Proposals

- 25.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Resources deployed, (b) reimbursable expenses indicated in the Data Sheet.
- 25.2. If Financial Proposals are invited together with the Technical Proposals when the selection is based on QCBS or LCS, the Financial Proposals of only the Technically Eligible Bidders (minimum eligibility criteria as defined in the Data Sheet) is opened by the Employer's evaluation committee.

26. Public Opening of Financial Proposals

- 26.1. After the technical evaluation is completed, the EMPLOYER shall notify those BIDDERS whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score in writing/ through public Procurement Portal, advising them the following:
 - 26.2. their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - 26.3. provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - 26.4. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- 26.5. The EMPLOYER shall simultaneously notify those BIDDERS whose Proposals were considered responsive to the RFP and TOR in writing/ through public Procurement Portal, and that have achieved the minimum qualifying technical score, advising them the following:
 - 26.6. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - 26.7. provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- 26.8. The opening date of financial proposal shall be no less than One (1) Working Days from the date of notification of the results of the technical evaluation, described in ITB 23.1 and 23.2.
- 26.9. The Financial Proposals shall be opened online, and after the evaluation of financial proposals, the financial evaluation report shall be uploaded on the public procurement portal.

27. Correction of Errors

- 27.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

28.Taxes

28.1. The Employer's evaluation of the Bidder's Financial Proposal shall include taxes and duties in the Employer's country in accordance with the instructions in the Data Sheet.

29.Conversion to Single Currency

29.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

D. COMBINED QUALITY AND COST EVALUATION

30.Quality & Cost based selection (QCBS)

30.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Bidder with the Most advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

E. NEGOTIATIONS AND AWARD

31.Negotiations

31.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.

31.2. The EMPLOYER shall prepare minutes of negotiations that are signed by the EMPLOYER and the Bidder's authorized representative

31.3. Technical Negotiations

31.3.1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Employer's inputs, the special conditions of the Contract, and finalizing the "**Scope of Services**" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.Conclusion of Negotiations

32.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the EMPLOYER and the Bidder's authorized representative.

32.2. If the negotiations fail, the EMPLOYER shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the EMPLOYER shall terminate the negotiations informing the Bidder of the reasons for doing so.

33.Notification of Award

33.1. The EMPLOYER shall notify the successful bidder by issuing a 'Letter of Acceptance' (LoA) that his bid has been accepted.

33.2. The Contract Award Notice shall be published on the Employer's website (Public Procurement Portal) with free access if available

34. Performance Security

34.1. The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- i. If a Bidder engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- ii. if the Bidder is found to have a Conflict of Interest as specified in Clause 4; and
- iii. if the Selected Bidder commits a breach of the Agreement.
- iv. An amount as defined in the Data Sheet shall be deemed to be the Performance Security for the purposes of this Clause 33, which may be forfeited and appropriated in accordance with the provisions hereof.

35. Signing of Contract

35.1. The Contract shall be signed prior to the expiry date of the Proposal validity or any extension thereof.

35.2. The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED

DATA SHEET

| ITB Reference | Description |
|------------------------------------|--|
| A. General | |
| 2.1 | <p>Name of the Employer: Indore Smart City Development Limited</p> <p>Method of selection: Quality & Cost Based Selection (QCBS)- 75: 25</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes, Proposals to be submitted Online at public procurement portal: https://mptenders.gov.in</p> <p>The name of the assignment is: REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED</p> |
| 2.3 | <p>Pre-Bid Meeting will be held: No</p> <p>Contact: 0731-2535572; smartcityindore16@gmail.com</p> |
| 2.4 | <p>The EMPLOYER will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: The BIDDERS can access all the information relevant to the work from the department's website i.e., the Public Procurement Portal (https://mptenders.gov.in)</p> |
| 7.1 | Eligible Countries: Sole Bidder shall be registered in India |
| B. Preparation of Proposals | |
| 10.1 | <p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English / Hindi language.</p> |
| 8 | Cost of tender Form: Rs. 2,000 (Two Thousand) |
| 11.1 | <p>The Proposal shall comprise the following: The bid submitted online by the Bidder shall be in the following parts:</p> <p>Part 1 – This shall be known as Envelope A and would apply for all bids. Envelope A shall contain the following as per details given in the Bid Data Sheet:</p> <ul style="list-style-type: none"> i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet ii. Payment of the cost of Bid Document; iii. Proof/details of Earnest Money transfer/deposit through Debit card, credit card / internet banking or system generated challan; and iv. EPF Registration v. An affidavit duly notarized. <p>Part 2 – This shall be known as Envelope B and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the</p> |

REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED

| | |
|--|--|
| | <p>Bid Data Sheet. Online Envelope B shall contain a self-certified sheet duly supported by TECH FORMS as prescribed and enclosed with the Bid Data Sheet.</p> <p>Part 3 – This shall be known as Online Envelope C and would apply to all bids. Envelope C shall contain financial offer along with FIN FORMS as prescribed and enclosed with the Bid Data Sheet.</p> <p align="center">All documents shall be submitted online only</p> |
| 11.2 | Statement of Undertaking clearly specifying no debarment: Yes |
| 12.1 | BIDDERS are not permitted to participate in any form in more than one proposal |
| 13.1 | Proposals shall be valid for 120 calendar days after the proposal submission date. |
| 14.1 | <p>Clarifications may be requested no later than 07 (Seven) calendar days prior to the bid submission date. The contact information for requesting clarifications is:</p> <p>Email- smartcityindore16@gmail.com</p> |
| 15.1.1 | JV/ Consortium not allowed. |
| 16.2 | The format of the Technical Proposal to be submitted is provided in Section -3 of this document. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| 17.1 | Reimbursable expenses not applicable. |
| 17.2 | Price adjustment provision does not apply. |
| 17.3 | The Payment by the EMPLOYER to the Bidder under the contract shall include all taxes, duties, and surcharge except Goods & Services Tax (GST) GST shall be payable for the services as per the applicable laws. |
| 17.4 | The Financial Proposal shall be submitted as per the format specified i.e., BID Form FIN-1 . <i>Cost of any change in scope /additional scope shall be paid as per unit price specified in the BID Form. Only the total Lump sum amount of the proposal shall be considered for Evaluation purpose.</i> |
| 17.5 | Payments under the Contract shall be made in Indian Rupees (INR) |
| C. Submission, Opening and Evaluation | |
| 18.1 | Bidders to refer Annexure -1 to this Bid Data Sheet |
| 19.1 | <p>The BIDDERS have to submit their Proposals electronically only. The Bidder to submit the proposal on public procurement portal only.</p> <p>Website: www.mptenders.gov.in</p> |

REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED

| 19.4 | <p>The Bidder must submit: (a) Technical Proposal: Online (b) Financial Proposal: Online The Bidder to follow the procedure for e-tendering as stated in Annexure-1</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------|---|--|--|--|--------------------|------|--------------|--|--|------|-----------|---|--|------|--------------------|---|--|------|------------------------|--|--|------|----------------------------------|---|---|------|------------------------|--|---|------|--------------|--|--|
| 21.1 | Earnest Money Deposit: INR Twenty Thousand Only (20,000) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22.1 | Technical Proposals shall be opened online only. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22.2 | The following information will be specified on the technical evaluation sheet of the Bidder's Technical Proposals: Name of the firm along with their eligibility for the specified work. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24.1 | <p>Pre-Qualification Criteria and Technical Evaluation Criteria (marking) for the evaluation of the Technical Proposals is as hereunder: A. PRE-QUALIFICATION CRITERIA</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th data-bbox="311 824 400 887">#</th> <th data-bbox="400 824 571 887">Basic Requirement</th> <th data-bbox="571 824 1066 887">Specific Requirements</th> <th data-bbox="1066 824 1495 887">Documents Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="311 887 400 994">PQ 1</td> <td data-bbox="400 887 571 994">Legal Entity</td> <td data-bbox="571 887 1066 994">The bidding entity should be a Proprietary / Partnership/ Private Limited / Practicing Firm registered with ICAI</td> <td data-bbox="1066 887 1495 994"> <ul style="list-style-type: none"> • Incorporation Certificate • Registration certificate issued from ICAI </td> </tr> <tr> <td data-bbox="311 994 400 1066">PQ 2</td> <td data-bbox="400 994 571 1066">Existence</td> <td data-bbox="571 994 1066 1066">The bidding entity should be in Practice for a minimum period of 10 Years</td> <td data-bbox="1066 994 1495 1066"> <ul style="list-style-type: none"> • Proof of practice for period of Ten (10) years </td> </tr> <tr> <td data-bbox="311 1066 400 1218">PQ 3</td> <td data-bbox="400 1066 571 1218">Minimum Experience</td> <td data-bbox="571 1066 1066 1218">The bidding entity should have successfully executed at-least five (5) internal audit assignments for any Government / PSU undertaking in last Five (5) years</td> <td data-bbox="1066 1066 1495 1218"> <ul style="list-style-type: none"> • Completion certificate and Work Order issued from relevant Government Entity </td> </tr> <tr> <td data-bbox="311 1218 400 1447">PQ 4</td> <td data-bbox="400 1218 571 1447">Institutional Capacity</td> <td data-bbox="571 1218 1066 1447"> The bidding entity should have at least 3 (three) fulltime FCA persons who are associated with the firm for more than 3 (three) years. The bidding entity should have minimum 10 team members including partners, CAs, articles as per ICAI record. </td> <td data-bbox="1066 1218 1495 1447"> <ul style="list-style-type: none"> • Self-certified list of Employees • Relevant certificate issued from ICAI to the respective professional </td> </tr> <tr> <td data-bbox="311 1447 400 1608">PQ 5</td> <td data-bbox="400 1447 571 1608">Minimum average annual Turn-over</td> <td data-bbox="571 1447 1066 1608">The bidding entity should have Minimum Average Annual Turn - Over of Rs.20.00 Lakhs (Rs. Twenty Lakh only) in the last 3 financial years 2021-2022, 2022-2023 and 2023-2024</td> <td data-bbox="1066 1447 1495 1608"> <ul style="list-style-type: none"> • Form Tech -4 • Audited financial statements & ITRs to be submitted </td> </tr> <tr> <td data-bbox="311 1608 400 1720">PQ 6</td> <td data-bbox="400 1608 571 1720">Mandatory Registration</td> <td data-bbox="571 1608 1066 1720">The bidding entity should have following valid registration: PAN GST EPF (as per applicability)</td> <td data-bbox="1066 1608 1495 1720">PAN Registration, GST Registration, EPF Registration (As per Applicability)</td> </tr> <tr> <td data-bbox="311 1720 400 2020">PQ 7</td> <td data-bbox="400 1720 571 2020">Blacklisting</td> <td data-bbox="571 1720 1066 2020">The bidding entity should have never been issued cancellation of work order, forfeiture of EMD etc. by any Government and/or semi Government/ Autonomous entities, in last five years. And The bidding entity should not have been barred from appointment by any government and/or semi-government entities in last five years.</td> <td data-bbox="1066 1720 1495 2020"> <ul style="list-style-type: none"> • Duly notarised affidavit </td> </tr> </tbody> </table> | # | Basic Requirement | Specific Requirements | Documents Required | PQ 1 | Legal Entity | The bidding entity should be a Proprietary / Partnership/ Private Limited / Practicing Firm registered with ICAI | <ul style="list-style-type: none"> • Incorporation Certificate • Registration certificate issued from ICAI | PQ 2 | Existence | The bidding entity should be in Practice for a minimum period of 10 Years | <ul style="list-style-type: none"> • Proof of practice for period of Ten (10) years | PQ 3 | Minimum Experience | The bidding entity should have successfully executed at-least five (5) internal audit assignments for any Government / PSU undertaking in last Five (5) years | <ul style="list-style-type: none"> • Completion certificate and Work Order issued from relevant Government Entity | PQ 4 | Institutional Capacity | The bidding entity should have at least 3 (three) fulltime FCA persons who are associated with the firm for more than 3 (three) years. The bidding entity should have minimum 10 team members including partners, CAs, articles as per ICAI record. | <ul style="list-style-type: none"> • Self-certified list of Employees • Relevant certificate issued from ICAI to the respective professional | PQ 5 | Minimum average annual Turn-over | The bidding entity should have Minimum Average Annual Turn - Over of Rs.20.00 Lakhs (Rs. Twenty Lakh only) in the last 3 financial years 2021-2022, 2022-2023 and 2023-2024 | <ul style="list-style-type: none"> • Form Tech -4 • Audited financial statements & ITRs to be submitted | PQ 6 | Mandatory Registration | The bidding entity should have following valid registration: PAN GST EPF (as per applicability) | PAN Registration, GST Registration, EPF Registration (As per Applicability) | PQ 7 | Blacklisting | The bidding entity should have never been issued cancellation of work order, forfeiture of EMD etc. by any Government and/or semi Government/ Autonomous entities, in last five years. And The bidding entity should not have been barred from appointment by any government and/or semi-government entities in last five years. | <ul style="list-style-type: none"> • Duly notarised affidavit |
| | # | Basic Requirement | Specific Requirements | Documents Required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | PQ 1 | Legal Entity | The bidding entity should be a Proprietary / Partnership/ Private Limited / Practicing Firm registered with ICAI | <ul style="list-style-type: none"> • Incorporation Certificate • Registration certificate issued from ICAI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | PQ 2 | Existence | The bidding entity should be in Practice for a minimum period of 10 Years | <ul style="list-style-type: none"> • Proof of practice for period of Ten (10) years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | PQ 3 | Minimum Experience | The bidding entity should have successfully executed at-least five (5) internal audit assignments for any Government / PSU undertaking in last Five (5) years | <ul style="list-style-type: none"> • Completion certificate and Work Order issued from relevant Government Entity | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | PQ 4 | Institutional Capacity | The bidding entity should have at least 3 (three) fulltime FCA persons who are associated with the firm for more than 3 (three) years. The bidding entity should have minimum 10 team members including partners, CAs, articles as per ICAI record. | <ul style="list-style-type: none"> • Self-certified list of Employees • Relevant certificate issued from ICAI to the respective professional | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | PQ 5 | Minimum average annual Turn-over | The bidding entity should have Minimum Average Annual Turn - Over of Rs.20.00 Lakhs (Rs. Twenty Lakh only) in the last 3 financial years 2021-2022, 2022-2023 and 2023-2024 | <ul style="list-style-type: none"> • Form Tech -4 • Audited financial statements & ITRs to be submitted | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PQ 6 | Mandatory Registration | The bidding entity should have following valid registration: PAN GST EPF (as per applicability) | PAN Registration, GST Registration, EPF Registration (As per Applicability) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PQ 7 | Blacklisting | The bidding entity should have never been issued cancellation of work order, forfeiture of EMD etc. by any Government and/or semi Government/ Autonomous entities, in last five years. And The bidding entity should not have been barred from appointment by any government and/or semi-government entities in last five years. | <ul style="list-style-type: none"> • Duly notarised affidavit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED

B. TECHNICAL EVALUATION CRITERIA

| S. No. | TECHNICAL EVALUATION CRITERIA | MAX MARKS | SUPPORTING DOCUMENTS |
|------------|--|---|---|
| 1 | BIDDER'S EXISTENCE | 15 | |
| 1.1 | <p>Years of Existence Sole Bidder should be in the business of Similar Works for Years Similar Works: Internal Audit, Statutory Audit, Taxation etc.</p> | <p>10 Years 10 1 marks for every add'l year upto maximum of 15 marks for this criteria</p> | <ul style="list-style-type: none"> • Certificate of Incorporation / Proof of Registration of the organisation/ firm • Self-undertaking for business activities done, shall be submitted |
| 2 | IN-HOUSE CAPABILITY & RELEVANT EXPERIENCE | 55 | |
| 2.1 | <p>The bidding entity should have Full Time Partners exclusively associated with the firm for not less than 2 years Minimum 3 Full time Partner should be FCA)</p> | <p>5 Partners 10 Marks 1 mark shall be awarded for each add'l Partner upto Max. 15 Marks</p> | <ul style="list-style-type: none"> • Self-certified list of Full Time Partners • Relevant certificate issued from ICAI to the respective professional/ |
| 2.2 | <p>The bidding entity should have Professional / semi qualifies Staff as per ICAI record. (CA & Articles) (As per certificate of ICAI as on 1.1.2024)</p> | <p>10 Nos. 5 Marks 1 mark shall be awarded for each add'l Professional upto Max. 10 Marks</p> | <ul style="list-style-type: none"> • Self-certified list of Professionals / Semi Qualifies • Relevant certificate issued from ICAI to the respective professional |
| 2.3 | <p>The bidding entity should have successfully executed similar Assignment for any Government / PSU undertaking in last Five (5) years Similar Assignment: Internal / Statutory Audit</p> | <p>5 Nos. 5 Marks 2 mark shall be awarded for each add'l Assignment upto Max. 15 Marks</p> | <ul style="list-style-type: none"> • Completion certificate and Work Order issued from relevant Government Entity |
| 2.4 | <p>The bidding entity should have Peer review certificate issued from ICAI Peer Review board</p> | <p>1 Nos. 5 marks 10 marks</p> | <ul style="list-style-type: none"> • Peer review certificate issued from ICAI |
| 2.5 | <p>Empaneled with C&AG of India for the Financial Year 2024-25.</p> | <p>- 5</p> | <ul style="list-style-type: none"> • Latest Certificate of ICAI as on 01/01/2024 Firm Status Card & C&AG Empanelment letter) |

REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED

| | | | |
|-------------|---|---|--|
| 4 | Financial Capacity | 10 | |
| 4.1 | The bidding entity should have Average Annual Turn - Over of in the last 3 financial years 2021-2022, 2022-2023 and 2023-2024 | 20 - 30 Lakhs 30 - 40 Lakhs 40 - 50 Lakhs | 3 5 7 |
| | | | <ul style="list-style-type: none"> • Form Tech -4 • Audited financial statements & ITRs to be submitted |
| 4.2 | The bidder Should have positive net worth as on 31 st March 2024. | - | 3 |
| | | | <ul style="list-style-type: none"> • Net Worth Certificate duly certified by Chartered Accountant to be provided |
| 4 | APPROACH | | 20 |
| 4.1 | Bidder to submit the approach and methodology for the execution of the project as per Form TECH-5 | - | 5 |
| 4.2 | Technical Presentation on the stipulated date and time. The Technical presentation must cover following areas: - Work Methodology (5) - Previous Experience (5) - Organisational Strength (5) | | 15 |
| | | | Approach and Methodology as required in standard Bid Form shall be submitted as part of the Proposal |
| | | | Pdf copy of the presentation to be submitted as part of the technical bid Detailed Technical presentation at designated date and time |
| | Total Max. Marks | | 100 |
| | <ul style="list-style-type: none"> • Top five bidder scoring more than 70 marks as per our Technical Evaluation Marking Criteria shall be shortlisted for further financial opening and subsequent evaluation. • Bidder shall not be awarded any marks for specific criteria in case of insufficient documentation as required in support of respective Technical Evaluation Criteria. | | |
| 25.4 | Financial proposals shall be opened online, and the bidders will be informed through public procurement portal only. | | |
| 28.1 | The bidder's quoted price is inclusive of all taxes, duties as applicable except for Goods and Services Tax (GST). GST shall be payable as per the applicable laws. | | |
| 30.1 | <p>Calculation of Technical Score</p> <p>The highest evaluated Technical Proposal (Thigh) is given the maximum Technical score (St) of 100. The formula for determining the Technical scores (St) of all other Proposals is calculated as following:</p> $S_t = 100 \times T / T_{high}$ <p>where,</p> <p>“S_t” is the financial score for the proposal under consideration,</p> <p>“T_{high}” is the highest technical marks allotted by the evaluation committee,</p> <p>“T” Technical marks allotted by the evaluation committee to the proposal under consideration.</p> <p>Calculation of Financial Score (S_f)</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> | | |

| | |
|----------------------------------|---|
| | <p align="center">$S_f = 100 \times F_m / F$,</p> <p>where, "S_f" is the financial score for the proposal under consideration, "F_m" is the lowest price offered for the scope of services by the technically eligible bidders, "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p align="center">T = 0.75, and P = 0.25</p> <p><u>Calculation of Combined Score (S)</u></p> <p>To arrive at the combined technical and financial score of the bidder, weighted sum of technical and financial score of the bidder is calculated as per the formula hereunder:</p> <p align="center">$S = (S_t \times T) + (S_f \times P)$</p> <p>where, S = Combined Score S_t = Technical Score S_f = Financial Score T = weight given to the Technical Proposal; P = weight given to the Financial Proposal Such that T + P = 1</p> <p>Proposals are ranked according to their combined score(s) Detailed illustration of evaluation as per QCBS methodology is provided in Annexure - 2 for ready reference.</p> |
| D. Negotiations and Award | |
| <p>33.1</p> | <p>Successful bidder (preferred bidder) shall be informed through email/ public procurement portal. The intimation shall be in the form of letter referred as LoA (Letter of Acceptance) Successful bidder to reply the same as stated in the LoA</p> |
| <p>34.1</p> | <p>Performance Security Successful Bidder to submit Performance Security in the form of Bank Guarantee / FDR in favour of EXECUTIVE DIRECTOR – INDORE SMART CITY DEVELOPMENT LIMITED for an amount equal to 5% of Contract Amount The performance security shall be valid for Three (3) Years from the date of issuance of Work-Order or Issuance of Final Completion Certificate whichever is later.</p> |
| <p>35.2</p> | <p>The date of commencement shall be specified in the Letter of Acceptance (LoA), or Work Order (WO) issued to the bidder.</p> |

ANNEXURE-1 ETENDERING

Procedure for Participation in e-tendering

1. Web address of E-tendering website: <https://mptenders.gov.in>
2. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
3. Bidder then logs into the portal giving user id / password chosen during enrolment.
4. The e-token that is registered should be used by the bidder and should not be misused by others.
5. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
8. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the EMPLOYER System as well as the Network bandwidth available at the EMPLOYER side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75- 100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
15. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
16. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
17. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay, or the difficulties

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faced during the submission of bids online by the bidders due to local issues.

- 18.** The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 19.** At the time of freezing the bid, the eProcurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 20.** After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 21.** Successful bid submission from the system Means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 22.** The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 23.** The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 24.** All the data being entered by the bidders would be encrypted at the EMPLOYER end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 25.** During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
- 26.** The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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QCBS Based Evaluation - Illustrative Example [For Reference Only]

Final evaluation of the proposal shall be made based on Quality & Cost based selection (QCBS) wherein technical marks will carry weightage of 75% (T) and financial marks will carry weightage of 25% (P). A sample illustration in this respect is as follows wherein arbitrary marking has been done for illustration purpose.

STAGE 1: Technical Proposals Evaluation

| Bidder Details | Technical Marks Obtained | Eligibility for financial Opening |
|----------------|--------------------------|-----------------------------------|
| Bidder 1 | 92 | Qualified |
| Bidder 2 | 85 | Qualified |
| Bidder 3 | 65 | Disqualified |
| Bidder 4 | 75 | Qualified |

STAGE 2: Conversion of Technical Marks Obtained to Technical Score (S_t) Bidder with less than 70 marks shall get disqualified.

| Bidder Details | Technical Score Obtained | Eligibility |
|----------------|--------------------------|-------------|
| Bidder 1 | 100 | Qualified |
| Bidder 2 | 92.39 | Qualified |
| Bidder 4 | 81.52 | Qualified |

STAGE 3: Financial Proposal Evaluation

| Bidder Details | Financial Proposal Amount |
|----------------|---------------------------|
| Bidder 1 | 1,30,000 |
| Bidder 2 | 1,20,000 |
| Bidder 4 | 1,00,000 |

STAGE 4: Conversion of Financial Proposal Amount ("Total Cost of the Consultancy" as per the Financial Form) to Financial Score

| Bidder Details | Financial Proposal Amount | Financial Score (S _f) (LFB/F*100) |
|----------------|---------------------------|--|
| Bidder 1 | 1,30,000 | 100000/130000*100=76.92 |
| Bidder 2 | 1,20,000 | 100000/120000*100=83.33 |
| Bidder 4 | 1,00,000 | 100 |

LFB= Lowest Financial Proposal, **F=** Quoted Amount

Consolidated Technical & Financial Score

| Bidder Details | Technical Score (S _t) | Financial Score (S _f) |
|----------------|-----------------------------------|-----------------------------------|
| Bidder 1 | 100 | 76.92 |
| Bidder 2 | 92.39 | 83.33 |

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| | | |
|----------|-------|-----|
| Bidder 4 | 81.52 | 100 |
|----------|-------|-----|

STAGE 5: Combined Score (S) which is weighted sum of Technical Score and Financial Score (CTFS) With Weightage 75:25

| Bidder Details | Applying weights for the Technical Score & Financial Score | Total Score | Rank of the Bidder |
|-----------------------|---|--------------------|---------------------------|
| Bidder 1 | $100*(75/100) + 76.92*(25/100)$ | 94.23 | I |
| Bidder 2 | $92.39*(75/100) + 83.33*(25/100)$ | 90.13 | II |
| Bidder 3 | $81.52*(75/100) + 100*(25/100)$ | 86.14 | III |

The top ranked Bidder (Rank -I) will be considered as the preferred Bidder and its proposal shall be considered most advantageous.

SECTION 3: TECHNICAL PROPOSAL STANDARD FORMS

{Notes to Bidder shown in brackets { } throughout Section 3 provide guidance to the Bidder to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

| FORM | DESCRIPTION |
|--------|---|
| TECH-1 | Letter of Proposal |
| TECH-2 | Bidder's Organization and Experience |
| TECH-3 | Affidavit |
| TECH-4 | Financial Capacity of the Bidder |
| TECH-5 | Description of Approach, Methodology, and Work Plan in responding to the Terms of Reference |
| TECH-6 | Power of Attorney |
| TECH-7 | Particulars of Bidder's Employees |
| TECH-8 | Abstract of Assignments executed by the Bidder |
| TECH-9 | Curriculum Vitae |

All pages of the original Technical and Financial Proposal shall be initialed by the authorized representative of the Bidder and the technical proposal shall be duly page numbered with proper indexing.

FORM TECH-1
LETTER OF PROPOSAL
(On Bidder's letter head)

To,

.....
.....

**Sub: REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL
AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED**

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of Chartered Accountant Firms for Executing Internal Audit, Taxation and Other Related Works of Indore Smart City Development Limited**. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Bidder for the aforesaid assignment.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
 - b) I/We do not have any conflict of interest in accordance with the RFP Document.
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that inconformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Bidder.

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10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the Bid Submission date as specified in the RFP:
 - a) A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form Tech-6.
 - b) In the event of my/our firm being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the form at Section-6 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 - c) I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 - d) The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
 - e) I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document

Yours faithfully

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Bidder)

FORM TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

PARTICULARS OF THE BIDDER

| | |
|--|--|
| Name of the Firm (In full): | |
| Address: | |
| Telephone No(s): | |
| E-mail address: | |
| Year of establishment: | |
| (Enclose Certificate of Practice issued by ICAI) | |
| C&AG Empanelment Details: | |
| (Enclose copy of C&AG Empanelment) | |
| Place of practice: | |
| Contact Person: | |
| No of Partners: | |
| Names, Address and Contact Details of individual Partners to be given: | |
| 1.Name, Address and Contact Details: | |
| Educational Qualifications: | |
| ICAI Membership No. and its Category: | |
| 2.Name, Address and Contact Details: | |
| Educational Qualifications: | |
| ICAI Membership No. and its Category: | |
| 3.Name, Address and Contact Details: | |
| Educational Qualifications: | |
| ICAI Membership No. and its Category: | |
| 4.Name, Address and Contact Details: | |
| Educational Qualifications: | |
| ICAI Membership No. and its Category: | |

(Signature of Authorised Person)

Details of members proposed having experience in the required area of experience.

(Enclose recent CVs of the team members highlighting the relevant experience and confirming their availability as per Annex IV – Annexure C)

(Signature of Authorised Person)

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FORM TECH-3

|| AFFIDAVIT ||

(To be contained in Envelope A)

(On Non-Judicial Stamp of Rs.100)

I/We _____ who is/are

(status I the firm/ company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm on oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ [Name of work] dated _____ issued by the _____ [Name of the department]

I/we am/ are fully responsible for the correctness of following self-certified information/ documents and certificates.

1. That are self-certified information given in the bid document is fully true and authentic
2. That:
 - i. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the bank are authentic
 - ii. Information regarding financial qualification and annual turnover is correct
 - iii. Information regarding various technical qualification is correct
3. No close relative of the undersigned and our firm / company is working in the department

OR

Following close relatives are working in the department.

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (Bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today __ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

FORM TECH-4

FINANCIAL CAPACITY OF THE BIDDER

Requirements:

Average Annual Turnover to be provided in the following format for the last three (3) financial years.

| Financial Information | | | |
|--|---------|---------|---------|
| Financial Year | 2021-22 | 2022-23 | 2023-24 |
| Annual Turnover (in INR) | | | |
| AVERAGE ANNUAL TURNOVER FOR LAST THREE (3) YEARS | | | |
| Note: <ul style="list-style-type: none">i. Annual turnover should be certified by chartered accountant.ii. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed.iii. UDIN shall be mandatorily mentioned on all the financial documents | | | |

FORM TECH-5

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-5: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

a) **Technical Approach and Methodology (A&M):** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s). {Please do not repeat/copy the TORs in here.}

The Bidder shall submit A&M for at least one previously completed assignment of similar nature and provide the approach for this assignment.

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the EMPLOYER), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.)

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Professionals, Non-Key Professionals, and relevant technical and administrative support staff.} The bidder is required to submit CV of key professionals to be deployed in the project including but not limited to:

FORM TECH-6

POWER OF ATTORNEY

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint, and authorise Mr / Ms son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation, and address of the Attorney)

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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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FORM TECH-7

PARTICULARS OF BIDDER'S EMPLOYEES

| S. No. | DESIGNATION | NAME | EDUCATIONAL QUALIFICATION | PROFESSIONAL EXPERIENCE# (YEARS) |
|----------|-------------|------------|------------------------------|--|
| <i>I</i> | <i>II</i> | <i>III</i> | <i>IV</i> | <i>V</i> |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| . | | | | |
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| . | | | | |
| | | | | |

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FORM TECH-8

ABSTRACT OF ASSIGNMENTS OF THE BIDDER

| Project | Client Name | Consulting Fees | Period of performance (from/to) | Description of Actual Services Provided | Present Status of the Assignment |
|----------------|--------------------|------------------------|--|--|---|
| 1- | | | | | |
| 2- | | | | | |
| 3- | | | | | |

Bidder shall submit the completion certificate / work order (as applicable) duly signed by the concerned not less than the level of Executive Engineer or appropriate signing authority.

**FORM TECH-9
CURRICULUM VITAE (CV) OF PROFESSIONAL PERSONNEL**

| | | |
|--|--|---|
| Name: | | |
| Position for this Assignment: | | |
| Nationality: | | |
| Language Skills: | | |
| Educational and other Qualifications | | |
| | | |
| Employment Record: [Insert details of as many other appropriate records as necessary] | | |
| From [Year]: _____ To [Year]: _____ | | |
| Employer: _____ | | |
| Positions held: _____ | | |
| | | |
| Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary] | | |
| Period: From - To | Name of project/organization: | Job Title, main project features, and Activities undertaken |
| | | |
| | | |
| References (minimum 3) | (Name/Title/Organization/Contact Information – Phone; Email) | |
| | | |

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{*Notes to Bidder* shown in brackets {} provide guidance to the Bidder to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Letter

FORM FIN-1

FINANCIAL BID/ Financial Proposal
(TO BE CONTAINED IN ENVELOPE C)
(To be submitted online only).

Date:

To:

CHIEF EXECUTIVE OFFICER,
INDORE SMART CITY DEVELOPMENT LIMITED,
INDORE

**Sub: SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND
OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED**

Sir,

1. I the undersigned, offer to provide the services for the above in accordance with your Request for Proposal
2. My Financial Proposal is given below:

| S. No. | Particular of Services | UoM | Quantity | Quoted Monthly Rate (Rs.) | Total Amount (Rs.) |
|-------------------------------|---|-------|----------|---------------------------|--------------------|
| 1 | SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED | Month | 36 | | |
| TOTAL | | | | | |
| TOTAL AMOUNT IN WORDS: | | | | | |

- a. The Amount / Fee quoted is inclusive of all costs, taxes, duties, surcharge etc. but exclusive of GST. GST shall be paid extra.
- b. My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.
- c. Our Financial Proposal is without any condition and shall be binding upon us, i.e., 120 calendar days from the last date of submission of this Proposal.
- d. The Quoted monthly rate shall be increased at the incremental rate of 10% Annually after completion of Each year of the assignment.

Notes:

- i. Per unit cost exclusive of GST to be mentioned.
- ii. The Financial Proposal is to be submitted strictly as per the BID FORM FIN-1 and shall be submitted online only.

Yours faithfully
(Signature and name of the Bidder)

Address:

Mobile No:

Email id:

SECTION 5. TERMS OF REFERENCE

1. INTRODUCTION

1.1. ABOUT INDORE

Indore is the largest and most populous city in the Indian state of Madhya Pradesh. It serves as the headquarters of both Indore District and Indore Division. It is also considered as an education hub of the state and has campuses of both the Indian Institute of Technology and the Indian Institute of Management. Indore is Located on the southern edge of Malwa Plateau, at an average altitude of 553 meters (1,814 ft) above sea level, it has the highest elevation among major cities of Central India. The city is 190 km (120 mile) west of the state capital of Bhopal.

Indore had a census-estimated 2011 population of 1,994,397 (municipal corporation) and 3,570,295 (urban agglomeration). The city is distributed over a land area of just 530 square kilometers (200 sq mi), making Indore the most densely populated major city in the central province.

Indore traces its roots to its 16th-century founding as a trading hub between the Deccan and Delhi. The city and its surroundings came under Maratha Empire on 18 May 1724 after Peshwa Bajirao-I assumed the full control of Malwa. During the days of the British Raj, Indore State was a 19 Gun Salute (21 locally) princely state (a rare high rank) ruled by the Maratha Holkar dynasty, until they acceded to the Union of India. Indore served as the capital of the Madhya Bharat from 1950 until 1956.

Indore's financial district, based in central Indore, functions as the financial capital of Madhya Pradesh and is home to the Madhya Pradesh Stock Exchange.

1.2. ABOUT SMART CITIES MISSION

Smart Cities Mission was launched by the Hon' Prime Minister on 25 June, 2015. The main objective of the Mission is to promote cities that provide core infrastructure, clean and sustainable environment and give a decent quality of life to their citizens through the application of 'smart solutions'. The Mission aims to drive economic growth and improve quality of life through comprehensive work on social, economic, physical and institutional pillars of the city. The focus is on sustainable and inclusive development by creation of replicable models which act as lighthouses to other aspiring cities. 100 cities were selected to be developed as Smart Cities through a two-stage competition. Some typical features of comprehensive development in Smart Cities as specified in the Smart Cities – Mission Statement and Guidelines are: Promoting mixed land use in area-based developments, Housing and inclusiveness, Creating walkable localities, Preserving and developing open spaces, Promoting a variety of transport options, Transit Oriented Development (TOD), public transport and last mile para-transport connectivity, Making

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governance citizen-friendly and cost effective, Giving an identity to the city, and Applying Smart Solutions to infrastructure and services in area-based development in order to make them better.

1.3. ABOUT INDORE SMART CITY DEVELOPMENT LIMITED

INDORE SMART CITY DEVELOPMENT LIMITED (ISCDL) a Special Purpose Vehicle (SPV) incorporated as a limited company, under the Indian Companies Act, 2013 with Collector, Indore District as the Chairman and Commissioner, Indore Municipal Corporation as the Executive Director of the Company.

Indore Smart City Proposal (SCP) has been selected, to implement the Area-Based Development (ABD) and Pan-city proposals, by the Government of India (GoI) under Smart City Mission (SCM). The Indore ABD proposal spreads across a contiguous land parcel, comprising a total area of 742 acres, having a population of 1.2 Lakhs which is almost 5.5% of the total population of Indore city. The 742 acres, earmarked area is proposed to be retrofitted with smart features/infrastructure.



Fig1.1: Indore Smart City Proposal – ABD Area

2. OBJECTIVE

In order to enhance the operational efficiency and assisting ISCDL, the Company wishes to select local Chartered Accountants Firms (CA Firm) under section 138 of The Companies Act, 2013, for a period of 2 years for its Internal Audit, Taxation and other related work. The selected Chartered Accountant Firm (CA Firm) will be appointed initially for a period of 2 (two) years and may be renewed for a further period based on performance and on mutually agreed terms and conditions. The internal audit program should comply with requirements of the Interagency Policy Statement on the Internal Audit Function and its Outsourcing (December 22, 1997) and Section 39 of the Financial Deposit Insurance Act.

3. SCOPE OF WORK

List of services which would be expected to be offered by the selected CA Firm i.e., selected Agency are as follows:

1. To assist in preparation and finalization of Books of Accounts of the Company as required under the Companies Act,2013 and the Rules made there under including areas of Internal Finance Control and Income Tax Act.

REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED

2. Verification of the Cash Book and Bank book on monthly basis.
3. To ensure proper tax compliances like direct tax, indirect tax, GST, Tax Planning, filing of various returns/ reports from time to time under the statutes as applicable to the company.
4. Internal Audit to be done on a daily basis during office hours and to provide assistance by deputing a qualified personnel/professional.
5. Assess of business risk and controls to document the internal auditor's understanding of the
6. Projects' significant business activities.
7. Prepare an audit plan based on the risk assessment, indicating the entities (i.e., business units, functions, etc.) to be audited, summarizing the key internal controls within each significant business activity, and indicating the timing and frequency of each planned audit and the resources to be applied.
8. To prepare Quarterly Internal Audit Report for Audit Committee/BOD meeting.
9. The successfully selected Applicant shall have to do internal audit for the preceding financial year (if applicable) within first 2 months from the date of appointment.
- 10.
11. Any other work as may be required by the Authority

4. OTHER TERMS AND CONDITIONS

1. No communication will be sent by the Authority and no correspondence will be entertained in respect of firms, which are not being selected
2. The selected Firm, on receiving the offer letter from the Authority, shall submit the hard copies of Letter of acceptance of terms and conditions, undertaking letter, and Undertaking of Fidelity and Secrecy (Formats will be shared with the selected firm).
3. The assignment should be carried out in a professional manner and in case of any misconduct & negligence; the Authority is free to report the matter to ICAI/ RBI under the guidelines from time to time. This will be in addition to the disengagement from the assignment.
4. All the necessary certificates, if any, including quarterly, half-yearly, annual closing of Books of Accounts that need to be given by audit firm as a part of the respective assignment shall be given on its letterhead without any additional certification fee.
5. By virtue of the engagement, the successful applicant's team may have access to business information of the Authority. The Authority shall at all times have the sole ownership of and the right to use, all such data in perpetuity in the course of performing the Service(s) under the Engagement.
6. Appointment of Audit Firms shall be purely at discretion of the Authority and no rights whatsoever accrue to the firm for such appointment.
7. The Authority shall monitor the performance of audit firm closely. The Authority reserves the right to terminate the assignment, without assigning any reason. In case of termination of assignment, the remuneration for the incomplete month and the residual period of the engagement shall not be payable by the Authority.
8. The audit firm shall adhere to the audit coverage strictly as per the scope as may be decided by the Authority from time to time.
9. The Authority reserves the right to seek views from the entities with whom the firm is/has been/was associated as Auditors.
10. The firm shall not sub-contract without the express permission from the Authority, part of the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.
11. Any other terms and conditions of the assignment would be decided by the Authority on a case-to-case basis.

5. PERFORMANCE MONITORING

- a) The Authority shall designate one of its senior officers as a single point contact for coordinating the audit assignment.
- b) The Authority shall provide the auditor with requisite initial information of its activities and further support to conduct audit.
- c) The Authority reserves its right to review the appointment at any point of time and if necessary, to cancel the appointment by giving 1 month written notice. In case of termination of assignment, the remuneration for the incomplete month and the residual period of engagement shall not be payable by the Authority.
- d) In case the firm fails to report serious omissions/ commissions/ noncompliance etc., the Authority reserves right to report the matter to ICAI/ RBI, which may result in appropriate action. Such firms will not be eligible for assignment of audit work with the Authority for next five years.
- e) The Auditors are expected to provide an executive summary of observations along with every audit report and submit the same to the Chief Executive Officer.
- f) The Auditors are expected to strictly abide by the Directions of the Board/ Audit Committee (as the case may be) as advised from time to time. Further, the scope of audit as defined in this document is indicative and is subject to revision/ modification/ alteration/ addition with the approval of the competent authority of the company.

6. MANPOWER DEPLOYMENT

Agency shall have to deploy qualified professionals for executing the tasks as specified in the Scope of Work in this section. Additionally, agency shall replace the professionals deputed for executing the assignment in case the replacement is required by the Authority.

7. DELIVERABLES AND TIME SCHEDULE

Bidder is required to submit following deliverables as per the schedule stated hereunder:

- Submit monthly reports by the 15th of the succeeding month.
- Submit Quarterly reports by the 28th of the first month of the succeeding quarter.

8. PAYMENT SCHEDULE

The bidder shall raise invoice as under for the payment of fee as per the schedule of Payment hereunder: -

| Description of Particulars | Applicable Fee | Frequency |
|--|----------------------|-----------------------|
| Payment towards work executed on monthly / Quarterly basis | As per Quoted Values | Monthly/ Quarterly |

Notes:

- a) No travelling allowance/ halting allowance shall be paid to the audit firms for carrying out the assignment. However, GST shall be paid as applicable from time to time in addition to basic fees.
- b) Payment to the auditors shall be subjected to deduction of tax at source at appropriate rates then applicable.
- c) All necessary certificates that need to be given as part of audit assignment shall be given by the audit firm without any additional certification fee.
- d) The Audit fees once fixed shall remain unchanged throughout the tenure of the Auditor, except in case of revision in the scope of audit. The Authority’s decision will be final in this regard.

9. REPRESENTATIONS AND WARRANTIES

- That the Applicant is a Partnership firm/LLP which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated hereunder, the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by the Authority.
- That the Applicant is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under this Engagement.
- That the representations made by the Applicant in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless the Authority specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.
- That the Applicant has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the application and this Engagement.
- That the Applicant shall use such assets of the Authority as the Authority may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

10. PENALTIES

The bidder is liable for penalties as stated below:

1. Incidents of breach of confidentiality: Termination and relevant legal action.
2. Any other as per the standard norms of ICAI/ RBI Guidelines

APPENDIX -1

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

- i. In consideration of the INDORE SMART CITY DEVELOPMENT LIMITED (hereinafter called "ISCDL") having agreed to exempt - ____ (hereinafter called "the said AGENCY") from the demand, under the terms and conditions of an Agreement, dated ____ made between ISCDL and ____ for **EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED** (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said AGENCY of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____ (Rupees_Only)
- ii. We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of __ (AGENCY) do hereby undertake to pay to the INDORE SMART CITY DEVELOPMENT LIMITED an amount not exceeding __ against any loss or damage caused to or suffered or would be caused to or suffered by the INDORE SMART CITY DEVELOPMENT LIMITED by reason of any breach by the said AGENCY of any of the terms or conditions contained in the said Agreement.
- iii. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the INDORE SMART CITY DEVELOPMENT LIMITED stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the INDORE SMART CITY DEVELOPMENT LIMITED by reason of breach by the said AGENCY of any of the terms or conditions contained in the said Agreement or by reason of the AGENCY failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
- iv. We undertake to pay to the INDORE SMART CITY DEVELOPMENT LIMITED any money so demanded notwithstanding any dispute or disputes raised by the AGENCY in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- v. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the AGENCY shall have no claim against us for making such payment.
- vi. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the INDORE SMART CITY DEVELOPMENT LIMITED under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or INDORE SMART CITY DEVELOPMENT LIMITED certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said AGENCY and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the __ we shall be discharged from all liability under this guarantee thereafter.
- vii. We, (indicate the name of bank) further agree with the INDORE SMART CITY DEVELOPMENT LIMITED that the INDORE SMART CITY DEVELOPMENT LIMITED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms

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and conditions of the said Agreement or to extend time of performance by the said AGENCY from time to time or to postpone for any time or from time to time any of the powers exercisable by the INDORE SMART CITY DEVELOPMENT LIMITED against the AGENCY and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said AGENCY or for any forbearance, act or commission on the part of the INDORE SMART CITY DEVELOPMENT LIMITED or any indulgence by the INDORE SMART CITY DEVELOPMENT LIMITED to the said AGENCY or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- viii. This guarantee will not be discharged due to the change in the constitution of the Bank or the AGENCY.
- ix. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the INDORE SMART CITY DEVELOPMENT LIMITED in writing.
- x. This guarantee shall be valid for a period of 6 months with effect from (date of LOA).

Dated the _____ day of _____ 2022

For _____

(Indicate the name of Bank)

APPENDIX -2

DRAFT LETTER OF ACCEPTANCE

No. _____

Dated:

M/s. _____

(Name and address of the Bidder)

Subject: _____ (Name of the work as appearing in the bid for the work)

Your bid for the work mentioned above has been accepted on behalf of the INDORE SMART CITY DEVELOPMENT LIMITED, at your bided offer as per scope of work given therein. You are requested to submit within 07 (Seven) days from the date of issue of this letter:

- i. The performance security/ performance guarantee of Rs. _____ (in figures) Rupees __ (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank.
- ii. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

**CHIEF EXECUTIVE OFFICER
INDORE SMART CITY DEVELOPMENT
LIMITED, INDORE**

SECTION 6. DRAFT AGREEMENT

This AGREEMENT is made on the _____ day of the month of _____ 2024 between INDORE SMART CITY DEVELOPMENT LIMITED having its office at _____ (hereinafter referred to as the "ISCDL" which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the "Agency" which expression shall include its successors) of the Second Part.

Whereas ISCDL has issued Tender Document on dated _____ for SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED as defined in Tender Document (hereinafter referred to as the "Project").

And whereas the AGENCY submitted its proposals for the aforesaid Project, whereby the AGENCY represented to ISCDL that it had the required professional skills, and in the said proposals the AGENCY also agreed to provide the Services to ISCDL on the terms and conditions as set forth in the Tender Document and this Agreement;

And whereas ISCDL, on acceptance of the aforesaid proposal of the AGENCY, issued Letter of Acceptance dated _____ (the "LOA") to the AGENCY.

NOW, This AGREEMENT witnesses as follows:-

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Applicable Laws" means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time;
- b) "Agreement" means this Agreement, together with all the Annexure;
- c) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- d) "Conflict of Interest" shall have the meaning set forth in Clause 3.2;
- e) "Effective Date" means the date on which this Agreement is executed.
- f) "Government" means the Government of Madhya Pradesh
- g) "INR, Re. or Rs." means Indian Rupees;
- h) "Personnel" means persons hired by the AGENCY and assigned the performance of the Services or any part thereof;
- i) "Party" means the ISCDL or the AGENCY, as the case may be, and "Parties" means both of them;
- j) "Resident Personnel" means such persons who at the time of being hired by AGENCY had their domicile inside India;
- k) "Services" means the work to be performed by the AGENCY pursuant to this Agreement, as described in the Terms of Reference
- l) "Tender Document" means the Tender Document dated _____ in response to which the AGENCY's proposal for providing Services was accepted;
- m) "Terms of Reference" means the work to be performed by AGENCY as mentioned in the Tender Document
- n) "Third Party" means any persons or entity other than the Government, ISCDL or the AGENCY
- o) "Letter of Acceptance" means Letter of Acceptance (LOA) dated _____ issued by ISCDL to the AGENCY

1.1.2. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

1.1.3. Any reference to "Clause" means clause of this Agreement.

1.1.4. The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- i. Agreement;
- ii. Annexure of Agreement;
- iii. Tender Document; and
- iv. Letter of Acceptance

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the ISCDL and the AGENCY. The AGENCY shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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1.3. Rights and Obligations

The mutual rights and obligations of ISCDL and the AGENCY shall be as set forth in the Agreement; In particular the AGENCY shall carry out the Services in accordance with the provisions of this Agreement; and ISCDL shall pay agreed fee to the AGENCY in accordance with the payment schedule as set forth in this Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Indore, Madhya Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi language.

1.6. Table of contents and headings

The table of contents headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall: in the case of the AGENCY, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

.....
.....

in the case of ISCDL, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

The CHIEF EXECUTIVE OFFICER
INDORE SMART CITY DEVELOPMENT LIMITED
Indore, Madhya Pradesh

1.8. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by ISCDL or the AGENCY, as the case be, may be taken or executed by the officials duly authorized by parties to this Agreement

1.8.1. ISCDL may designate one of its officials as the Representative of ISCDL. Unless otherwise notified; ISCDL Representative shall be:

The CHIEF EXECUTIVE OFFICER
INDORE SMART CITY DEVELOPMENT LIMITED
Indore, Madhya Pradesh
Contact number _____

1.8.2. The AGENCY may designate one of its employees as AGENCY's Representative. Unless otherwise notified, the AGENCY's Representative shall be:

Tel:
Fax..... Mo.

1.9. Taxes and duties

Unless otherwise specified in this Agreement, the AGENCY shall pay all such taxes (Excluding GST), duties, fees and other impositions as may be levied under the Applicable Laws and ISCDL shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it under Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement "The effective date"

2.2. Commencement of Services

The AGENCY shall commence the Services within seven days from the Effective Date.

2.3. Termination of Agreement for failure to commence Services

If the AGENCY does not commence the Services within the period specified in Clause 2.2 above, ISCDL may, by not less than seven days' notice to the AGENCY, call upon it to commence the work. If the AGENCY fails to commence the work within stipulated time, ISCDL may terminate this Agreement, and in that event, the Performance Security (in this case the EMD) in the form of Bank Guarantee shall be invoked by ISCDL.

2.4. Expiration of Agreement

Unless terminated earlier, this Agreement shall expire after 3 Years from the Effective Date plus Any extension thereof have elapsed after all payments due under this Agreement have been made.

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2.5. Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn: Provided, however, that the obligations of the AGENCY arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Agreement.

2.6. Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7. Force Majeure

2.7.1. Definition:

For the purposes of this 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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to take into account or avoid or overcome in the carrying out of its obligations during the subsistence of this Agreement. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure. Provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay
- b) A Party affected by an event of Force Majeure shall give notice to the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the AGENCY shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by ISCDL to the AGENCY on providing proper justification and certificate from their auditors for such expenses on the format as may be decided by ISCDL.

2.7.5. Consultation

As soon as possible but not later than thirty (30) days after the AGENCY has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

ISCDL may, by written notice to the AGENCY, without any obligation (financial or otherwise) suspend all the payments to the AGENCY hereunder if the AGENCY shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services: Provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the AGENCY to remedy such breach or failure within a period not exceeding thirty (30) days after receipt of such notice of suspension by the AGENCY.

2.9. Termination of Agreement

2.9.1. By the Authority (ISCDL)

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ISCDL may, by not less than thirty (30) days written notice of termination to the AGENCY, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) After Thirty (30) days from the date of Suspension of Agreement under Clause 2.8; or
- b) AGENCY becomes insolvent or bankrupt; or
- c) AGENCY goes into liquidation; or
- d) AGENCY fails to perform any of its obligation under this Agreement; or
- e) AGENCY fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.10 hereof; or the AGENCY submits to ISCDL a statement which has a material effect on the rights, obligations or interests of ISCDL and which the AGENCY knows to be false; or Any document, information, data or statement submitted by the AGENCY in its Proposals, based on which the AGENCY was considered eligible or successful, is found to be false, incorrect or misleading.

2.9.2. By the AGENCY

The AGENCY may, by not less than thirty (30) days' written notice to ISCDL, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) ISCDL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the AGENCY may have subsequently agreed in writing) from the date of receipt of notice by ISCDL
- b) ISCDL fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.10 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in Clause 3.3,
- c) the AGENCY's obligation to permit inspection, copying and auditing of its accounts and records and the remedy available under the Arbitration and Conciliation Act, 1996.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 the AGENCY shall, immediately upon 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.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or Clause 2.9.2 hereof, ISCDL shall make the following payments to the AGENCY (after offsetting against these payments any amount that may be due from the AGENCY to ISCDL):

- a) payment pursuant to Clause 4 hereof for Services satisfactorily performed till the date of termination; and
- b) except in the case of termination pursuant to Clause 2.9.1 hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.10. Disputes Resolution

2.10.1. Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other Party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid manner within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2.10.2. Arbitration:

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a Sole Arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the Parties to the identity or appointment of such Sole Arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by ISCDL and other appointed by AGENCY and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted at Bhopal and following are agreed:

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- a) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement;
- b) The arbitration award shall be final and binding on the Parties;
- c) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for Counsel);
- d) The award shall be made in English language.

3. OBLIGATIONS OF THE AGENCY

3.1. General

3.1.1 Standards of Performance

The AGENCY shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The AGENCY shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to ISCDL, and shall at all times support and safeguard ISCDL's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The Scope of Works to be performed by the AGENCY are specified in the Terms of Reference of this Agreement. The AGENCY shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The AGENCY shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the AGENCY comply with the Applicable Laws.

3.2 Conflict of Interest

The AGENCY shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The dedicated team deployed by AGENCY shall not engage in consulting activities that conflict with the interest of ISCDL (only during the tenure of this Agreement) under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the assigned works that the AGENCY should provide professional, objective and impartial advice and at all times hold ISCDL's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

3.3 Confidentiality

3.3.1 The AGENCY and its Personnel shall not, either during the term of contract or within Ten (10) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by ISCDL to the AGENCY and a Personnel of AGENCY. AGENCY and its Personnel shall not disclose any information provided by or relating to ISCDL, its technology, technical processes, business affairs or finances or any information relating to ISCDL's employees, officers or other professionals or suppliers, customers, or contractors of ISCDL; and any other information which the AGENCY is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of ISCDL. Notwithstanding the aforesaid, the AGENCY, and its Personnel may disclose Confidential Information to the extent that such confidential Information was in the public domain prior to its delivery to the AGENCY and its Personnel or becomes a part of the public knowledge from a source other than the AGENCY, and its Personnel; is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the AGENCY, shall give ISCDL, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.3.2 ISCDL will treat all information, submitted by AGENCY as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. ISCDL 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 privileges of the statutory entity.

3.4 Liability of the AGENCY

The aggregate liability of the Agency under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

3.5 Documents / information prepared by the AGENCY to be property of ISCDL

All reports/ documents/ information and other documents prepared by the AGENCY in performing the Services shall become and remain the property of ISCDL, and the AGENCY shall, after termination or expiration of this Agreement, deliver all such documents to ISCDL, together with a detailed inventory thereof. The AGENCY may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

**REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR EXECUTING INTERNAL
AUDIT, TAXATION AND OTHER RELATED WORKS OF INDORE SMART CITY DEVELOPMENT LIMITED**

The AGENCY shall not use these documents for purposes unrelated to this Agreement.

3.6 Accuracy of Documents

The AGENCY shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the information, documents prepared by it as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify ISCDL against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the AGENCY or arises out of its failure to conform to good industry practice. The AGENCY shall also be responsible for promptly correcting the same, at its own cost and risk.

4. PAYMENT TO THE AGENCY

Periodic payment shall be made to the selected agency upon submission of invoice with relevant supporting documents substantiating the executed work for which the invoice has been submitted.

5. CURRENCY OF PAYMENT

All payments shall be made in Indian Rupees.

6. Severability

If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement. The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by ISCDL.

7. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Indore only

8. Performance Security

The AGENCY has furnished the Performance Security of an amount equal to 5% of the value of work, i.e. INR _____ only by way of Bank Guarantee, the details of which are mentioned as below:-

.....

The validity period of Bank Guarantee of Performance Security shall be 6 months from the date of issuance of LOA / Work-Order or Issuance of Final Completion Certificate whichever is later.

9. Penalty for delay:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, ISCDL reserves the right to impose penalty. The total amount of penalty shall not exceed 10% of total value of work.

10. Indemnity

The AGENCY will indemnify ISCDL for any direct loss or damage that is caused due to the AGENCY's fraud, wilful misconduct, gross negligence, breach of confidentiality or breach of third-party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of AGENCY:

For and on behalf of ISCDL:

(Signature of Authorized Representative)
(Name)
(Designation)
(Address)

(Signature of Authorized Representative)
(Name)
(Designation)
(Address)