



**NOTICE INVITING REQUEST FOR PROPOSAL [RFP]  
FOR SELECTION OF CHARTERED ACCOUNTANT (CA)  
FIRM FOR CONCURRENT AUDITOR OF BIADA**

**BY THE ORDER OF MD, BIADA  
EXECUTIVE DIRECTOR (OPERATION),  
BIADA, FIRST FLOOR, UDYOG BHAWAN,  
EAST GANDHI MAIDAN, PATNA,  
BIHAR-800004**

**Website:-<https://biada1.bihar.gov.in>**

**E-mail:-[ed.operations-biada@gov.in](mailto:ed.operations-biada@gov.in)**

## Disclaimer

This Request for Proposal (RFP) for **Selection of Chartered Accountant (CA) Firm for Concurrent Audit of Bihar Industrial Area Development (BIADA)** contains brief information about the scope of work and selection process for the Successful Bidder (or "Consultant"). The purpose of the bid document is to provide the Bidder/Vendor with information to assist the formulation of their application ("the Application").

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition.

**Bihar Industrial Area Development ("BIADA"), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Terms of Reference and any assessment, assumption, statement or information contained therein or deemed to form part of this bid or arising in any way in this selection process**

This RFP document is issued by Bihar Industrial Area Development ("BIADA") for the selection of a Chartered Accountant (CA) Firm for Concurrent Auditor of Bihar Industrial Area Development (BIADA). BIADA reserves the right to amend, annul, or withdraw this RFP at any stage without assigning any reason. Bidders are advised to conduct their own due diligence before submission.

1	Name of the Bid	Request for Proposal (RFP) for Selection of Concurrent Auditor of Bihar Industrial Area Development (BIADA)
2	Duration of Selection	Till 31 <sup>st</sup> March 2026 from the date of Signing of Contract which may be which may be extendable by another 24 months (12 months for each extension), depending on requirements and on Authority's discretion.
3	Method of selection	As per Tender Eligibility
4	Bid Processing Fee	INR 1,000.00 + 18% G.S.T. i.e. INR 180.00 (One Thousand One Hundred Eighty Only) (Non-refundable)
5	Earnest Money Deposit (EMD)	Refundable amount of INR 50,000.00 (INR Fifty Thousand Only) (Through RTGS/BG/FDR) Exempted for MSME
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Authority's official for addressing queries and clarifications	<b>Executive Director (Operation) / DGM Finance</b> Bihar Industrial Area Development (BIADA)
8	Proposal Validity Period	120 days from Proposal Due Date plus extension of 2 years
9	Proposal Language	English
10	Proposal Currency	INR
11	<b>Schedule of Bidding Process</b>	
	Task	Key Dates
	Bid upload date/time	26/12/2025 (Friday), 1700hrs (IST)
	Last date of receiving queries	31/12/2025 (Wednesday), 1700hrs (IST)
	Prebid conference	31/12/2025 (Wednesday), 1530hrs (IST)
	Date and time for submission or Proposal Due Date (PDD)	20/01/2026 (Tuesday), 1700hrs (IST)
	Opening of Technical Bids	21/01/2026 (Wednesday), 1600hrs (IST)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Notice of Selection	To be communicated
12	Signing of Agreement	To be communicated
13	Consortium to be allowed	No
14	Sub-contracting is allowed	No

## RFP for Selection of Concurrent Auditor of BIADA

### *Data Sheet*

Item	Description	
1	<b>Name of the Bid</b>	RFP for selection of Concurrent Auditor of BIADA
2	<b>Time-period of contract</b>	24 months (Financial Years 2026-27 and 2027-28), extendable based on performance and BIADA's discretion
3	<b>Bid Processing Fee</b>	INR [1,180/-] inclusive of GST
5	<b>Earnest Money Deposit (EMD)</b>	INR [50,000/-] (through RTGS/BG/FDR)
6	<b>Bid submission</b>	BIADA's Head office
7	<b>Contact for queries</b>	[Executive Director (Operation)/DGM Finance, BIADA]
8	<b>Bid Validity Period</b>	120 days from bid submission due date
9	<b>Bid Language</b>	English
10	<b>Bid Currency</b>	INR

### *Schedule of Bidding Process*

<b>Task</b>	<b>Key Dates</b>
RFP publishing date	[26/12/2025]
Last date of receiving queries	[31/12/2025]
Prebid meeting	[31/12/2025]
Bid submission start date	[26/12/2025]
Bid submission end date	[20/01/2026]
Opening of Technical Bid	[21/01/2026]
Opening of Financial Bid	[To be communicated later]
Issuance of NOA/LOA	Within 30 days of selection
Performance Security	5% of Total Quoted Fee

## 2. Section II: Instructions to Bidders

### A. General instructions

#### 2.1. Number of Proposals and respondents

No Bidder or its Associate shall submit more than one Proposal, in response to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

#### 2.2. Cost of Bid Document

The Bidder shall bear all costs associated with the preparation and submission of the bid. BIADA will not be responsible and liable for any costs, regardless of the conduct or outcome of the bid process.

#### 2.3 Right to accept and reject any or all the Proposals

I. Notwithstanding anything contained in this Bid, BIADA reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

II. BIADA reserves the right to reject any Bid if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by BIADA, the supplemental information sought by BIADA for evaluation of the bid.

III. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the BIADA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of BIADA, including annulment of the Selection Process.

#### 2.4. Acknowledgement by Bidder

I. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.

II. It would be deemed that by submitting the Proposal, the Bidder has:

- a. Made a complete and careful examination and accepted the RFP Document in total;
- b. Received all relevant information requested from Bihar Industrial Area Development (BIADA) and:
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bid or furnished by or on behalf of BIADA,
- d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
  - i. Type of Project
  - ii. Existing data or any relevant information;
  - iii. All other matters that might affect the Bidder's performance under the terms of this RFP Document.

III. Bihar Industrial Area Development (BIADA) shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### 2.5. Availability of Bid Document

This Bid document is available on the web site on BIADA website <https://biada1.bihar.gov.in/> to enable the Bidders to view, download the bid document and submit bids at Head Office of BIADA to the last date and time mentioned in bidder notice/ bid document. The Bidder's shall have to pay Bid Processing fee and EMD as mentioned in Data sheet through RTGS/ BG/FDR on addresses given in data sheet. This Bid Processing fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

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## **2.6. Amendment of bid Document**

- I. At any time prior to the deadline for submission of bid, BIADA, may, for any reason, whether at its own initiative or in. The relevant clauses of the bid document shall be treated as amended accordingly.
- II. It shall be the sole responsibility of the prospective Bidder to check the BIADA,'s website <https://biada1.bihar.gov.in/>
- III. From time to time for any amendment in the bid documents. In case of failure to get the amendments, if any, BIADA, shall not be responsible for it.
- IV. To allow prospective bids a reasonable time to take the amendment into account in preparing their bids, BIADA, at the discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the e-procurement website BIADA,'s website <https://biada1.bihar.gov.in/>

## **2.7. Clarifications of bid**

- I. During evaluation of bid, BIADA may, at its discretion, ask the Bidder for a clarification of his/her bid. The request for clarification shall be in writing.
- II. Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail –ed.operations-biada@gov.in
- III. Bidders are encouraged to submit their respective Bids after visiting the Location and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, Applicable Laws and regulations and any other matter considered relevant.
- IV. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- V. However, BIADA shall not entertain any correspondence from the Bidders during the period of bid opening to selection of the Consultant. Any wrong practice shall be dealt in accordance with the Section 6 of this bid document under Fraud and Corrupt Practices.

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

### **2.8. Language and currency**

- I. The bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.
- II. The currency for the purpose of the bid shall be the Indian Rupee (INR).

### **2.9. Bid validity period and extension**

- I. bid shall remain valid for 120 days from the bid submission due date. An bid valid for a shorter period shall be rejected by BIADA as non-responsive.
- II. In exceptional circumstances, BIADA may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing.

### **2.10. Correspondence with the Bidder**

- I. Save and except as provided in this bid, BIADA shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any bid.
- II. No Bidders or its Technical Partners shall contact BIADA on any matter relating to his bid from the time of Bid opening to the time work is awarded.
- III. Any effort by the Bidder or by its Technical Partners to influence BIADA in the Bid evaluation, Bid comparison or work award decisions, may result in rejection of his Bid.

### **2.11. Format and Signing of Proposals/ Bids**

- I. The Bidder shall prepare one electronic copy of the technical bid and financial bid separately.

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II. The bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the work. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the bid. All the pages/documents of the bid that are to be uploaded shall be digitally signed by the person authorized to sign the bid.

III. Bidders should provide all the information as per the RFP and in the specified formats. BIADA reserves the rights to reject any proposal that is not in the specified formats.

IV. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

## 2.12. Deadline for submission of bid

Bid (Technical and financial) must be submitted by the Bidder at BIADA Head Office, 1<sup>st</sup> Floor, Udyog Bhawan, East Gandhi Maidan, Patna, Bihar – 800004 not later than the time specified on the prescribed date. BIADA may, at its discretion, extend this deadline for submission of bid by amending the bid document, in which case all rights and obligations of BIADA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.13. Submission of bid

Bidder shall submit their bids in **TWO SEPARATE** sealed Envelopes as under;

### Envelope:1

The Tender fees and EMD in a separate sealed envelope super scribed with the “Envelope for EMD and Tender Fees” and Tender Notice Number

### Envelope:2

Original and one copy of TECHNICAL BID complete with all technical and Financial bid details other than price.

**NOTE:** Filling up or submission of Financial quotes in physical form will render the Bidder disqualified.

All the envelopes mentioned above should be closed in a larger envelope duly sealed. **On the front side of envelop must mention the name of work with advertisement number.** All pages of the offer must be signed. The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared late. If the envelopes are not sealed and marked as required, the BIADA will assume no responsibility for the bid's misplacement or premature opening and rejection.

## 2.14. Late bid

Bids received by BIADA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.15. Modification and Withdrawal of bids

Modification of Bids is not allowed. The Bidder may withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal of the bids, is received by the BIADA prior to the deadline prescribed for submission of bids.

The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.

No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

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## **C. Bid Opening**

### **2.16. Opening of Proposals**

I. BIADA would open the bids at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.

II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location. (Please note – The representative is required to carry a copy during prebid and other related meetings as well). He / She shall sign a register evidencing their attendance at BIADA. In the event of the specified date bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.

III. The Bidder who is participating in bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of BIADA within the duration (strictly within opening & closing date and time of individual bid) of the work as mentioned in Bid notice, otherwise, in any case, bid shall be rejected.

IV. BIADA would subsequently examine Proposals in accordance with the criteria set out in this Document.

### **2.17. Confidentiality**

I. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising BIADA in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

II. BIADA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. BIADA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BIADA or as may be required by law or in connection with any legal process.

### **2.18. Tests of Responsiveness**

I. Prior to evaluation of bids, BIADA will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:

- i. It is received/ deemed to be received by the Bid Due Date and time including any extension
- ii. It is signed, sealed and marked as stipulated
- iii. It contains all information required in this RFP Document.
- iv. Information is provided as per the formats specified in the RFP Document.
- v. Deposit of EMD & Bid Processing Fee

II. BIADA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BIADA in respect of such bids.

### **2.19. Clarifications**

I. Any queries or request for clarification concerning this document shall be submitted by written letter /email duly signed by the authorized signatory at the address provided in this document so as to reach BIADA on or before the date and time as mentioned in the Data Sheet of this document.

II. BIADA shall make reasonable endeavour to respond to the questions raised or clarifications sought by the Applicants. However, BIADA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring BIADA to respond to any question or to provide any clarification.

III. BIADA may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by BIADA shall be deemed to be part of this document. Any verbal clarifications and information given by BIADA or its employees or representatives or consultants shall not in any way or manner be binding on

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BIADA Authority. BIADA reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.

IV. BIADA will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this bid document.

V. Further, to assist in the process of evaluation of Proposals, BIADA may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

## **2.20. Proposal Evaluation**

I. The bids will be evaluated by the Evaluation Committee to be appointed by the Authority.

II. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.18. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that BIADA's decisions are without any right of appeal whatsoever.

## **2.21. Technical Proposal Screening**

The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

## **2.22. Discussions**

Discussions may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written BIADA to negotiate and conclude a contract.

## **2.23. Award of Contract**

I. BIADA will award the work as per evaluation criteria stated in the RFP Document.

II. BIADA will award the work to the Successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

## **2.24. Notice of Award (NOA)**

I. Prior to the expiration of the period of bid validity, BIADA will notify the Successful Bidder in writing, by letter/e-mail/fax, that its bid has been accepted.

II. The acceptance of NOA will constitute the formation of the Agreement.

III. Failure of the Successful Bidder to comply with the requirement of acceptance of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD. In such an event, BIADA reserves the right to:

- a. Either invite the next best Bidder for negotiations, or
- b. Take any such measure as may be deemed fit in the sole discretion of BIADA Authority, including annulment of the bidding process.

## **2.25. Signing of Agreement**

At the same time as BIADA notifies the Successful Bidder that its bid has been accepted, the Successful Bidder shall have to sign the Agreement with relevant documents as mentioned in this RFP. The Agreement draft along with other related terms and conditions will be same as furnished in this bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents. Applicable stamp duty or any other legal fee for the execution of the agreement shall be borne by the successful bidder.

## **2.26. Earnest Money Deposit**

I. The tenderer shall furnish, as part of its Bid, an EMD as stated in Data Sheet in form of RTGS/BG/FD only in favour of Bihar Industrial Area Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted. The selection of bidder shall be based on the method as described in Clause 3.3 of

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this RFP document, and subject to acceptance of competent who shall have the right to accept or reject the offer without assigning any reason.

II. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by BIADA.

III. Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.

IV. No interest will be paid by the Purchaser on the Earnest Money Deposit.

V. The Successful Bidder's Bid EMD will be adjusted with Performance Security, if applicable, to be submitted by the Bidder upon signing the work order.

VI. The EMD may be forfeited:

VII MSME-registered firms are exempted from the payment of Earnest Money Deposit (EMD), subject to submission of valid MSME registration proof.

- \_If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.

- \_In case of a Successful Bidder, if the Bidder fails to sign the work with the Authority.

## **2.27. Other conditions**

I. Bidders may note that they will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

III. All correspondence/ enquiry should be submitted to the following in writing by email:

Executive Director (Operation), 1<sup>st</sup> Floor Udyog Bhawan, East Gandhi Maidan, Patna, Bihar -800004,  
Email – [ed.operations-biada@.gov.in](mailto:ed.operations-biada@.gov.in), [dgm.finance@bihar.gov.in](mailto:dgm.finance@bihar.gov.in)

### 3. Section III: Qualification and Selection Criteria

#### 3.1. Eligibility Criteria

1. **Legal Status of the Firm**

The bidder must be a legally registered entity in India such as:

- Proprietorship, Partnership Firm, LLP,
- Registered under relevant Indian laws with valid GST, PAN, and other statutory registrations.

2. **Experience Requirement**

The firm must have **minimum 10 years of continuous experience** in providing:

- Concurrent audit / Internal audit / Statutory audit / Financial audit services
- To **Government Departments, PSUs, Autonomous Bodies, Industrial Development Authorities, NBFCs, or Public Sector Banks**
- At least **3 similar assignments in the last 3 financial years** (supporting work orders / completion certificates to be provided).
- Empanelled with C&AG (Letter to be provided)

3. **Manpower Strength**

The firm must have on its payroll:

- Minimum **5 qualified Chartered Accountants / Cost Accountants / MBAs (Finance)**
- Minimum **20 audit staff / accounting professionals** with experience in concurrent audit, GST, and compliance work.
- Proof of manpower in the form of salary slips, PF/ESI, or declaration to be submitted.

4. **Financial Turnover**

The minimum average annual turnover of the firm should be:

- **₹ 200 Lakh per annum** during the last **3 financial years**
- Audited financial statements and ITR copies to be submitted as proof.

5. **Statutory Compliance**

The bidder must be:

- Registered under **GST, PAN, EPF, and ESI (if applicable)**
- Should not be a defaulter of statutory dues with any government authority.

6. **Blacklisting / Legal Status**

The firm:

- Must **not be blacklisted or debarred** by any Central/State Government Department, PSU, or Public Authority
- An **undertaking on non-judicial stamp paper** to be submitted.

7. **Local Office Preference**

- The firm should preferably have a **functional office in Bihar or nearby State (Jharkhand/UP)**
- Firms having a local office in Bihar will be given **preference**.

8. **Technical Capability**

The firm must have experience in:

- Concurrent audit of infrastructure projects / industrial estates / government schemes
- ERP-based accounting systems, GST compliance, and fund utilization review.

9. **Conflict of Interest**

- The firm should not have any **conflict of interest** with BIADA or its officials
- Declaration to be submitted.

10. **Bid Security (EMD)**

- EMD to be submitted as per BIADA tender terms
- **MSME-registered firms shall be exempted from EMD payment** as per Government norms (valid Udyam Registration to be enclosed).

### **3.2. Financial Bid Evaluation:**

The bidder shall quote the lump sum amount, which shall inclusive GST, for the entire duration of the project for the overall scope of work and subsequent financial evaluation shall be done based on the lump sum amount quoted only.

### **3.3. Evaluation/Selection Criteria**

The financial proposals of only technically qualified bidder (qualified bidders), will be opened. Evaluation will be done by evaluating team of BIADA.

### **3.4. Contacting the Authority**

I. No Bidder shall contact the Authority on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.

II. Any effort by a Bidder to influence the Authority in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.

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

IV. No interpretation, revision, or other communication from BIADA regarding this solicitation is valid unless in writing and signed by the competent authority from BIADA.

### **3.5. Performance Security**

The contract performance guarantee/Security Deposit has to be submitted within ten days of receipt of contract form/Work order. The performance guarantee/security deposit shall be 5% of the Total Accepted Tender Value.

Upon the successful Bidder's furnishing of performance guarantee/security deposit and signing of contractual documents, the BIADA will promptly notify all Short-listed Bidders and will refund their EMD. The performance guarantee/security deposit of the successful Bidder shall be refunded after successful completion of annual accounts / audit of three financial years and clearance of the same by statutory audit.

The Security Deposit forfeited either in full or in part, at the discretion of BIADA, on account of one or more of the following reasons:

In case the service provider fails to perform or its performance is found to be unsatisfactory, the contract can be terminated by BIADA by giving one month's notice. The performance guarantee/security in that case shall be forfeited without assigning any reason. In case the agency wants to withdraw the contract their Security Deposit will be forfeited.

### **3.6. Execution of Agreement**

I. The Successful Bidder shall, within 30 (thirty) days of the issue of the LOA/NOA, shall execute the Agreement. BIADA may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by BIADA on account of failure of the Successful Bidder to acknowledge the NOA.

II. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD.

### **3.7. Payment Term**

The Successful Bidder shall submit the monthly Invoice as per agreement.

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## 4. Section IV: Terms of Reference

### 4.1. Scope of Work

#### Terms of Reference (TOR) for the Chartered Accountant firms

An indicative list of services (including but not limited to) which would be expected to be offered by the selected "CA Firm" are as follows:

Concurrent Audit of the Bihar Industrial Area Development Authority for the Financial Years 2026-27 and 2027-28.

- (i) To provide an independent and unbiased view, adding value to "BIADA".
  - a) To provide assurance regarding compliance with the policies and procedures of BIADA and that these processes are adequate in mitigating risks of BIADA.
  - b) To suggest measures for improve the control environment of BIADA by assessing its efficiency and operating effectiveness.
  - c) To regularly perform audit, to ensure compliance with any and all relevant laws and regulations.
  - d) To audit of books of Accounts, Ledgers, Vouchers including other areas in accordance with Standard on Concurrent Audit issued by ICAI for evaluation of Concurrent Finance Control of the Company.
- (ii) To conduct the Audit of BIADA's Cluster as well as BIADA Head Office.
- (iii) To verify the Cash Book and Bank Book and other relevant books and documents of BIADA head office as well as Clusters.
- (iv) The audit will undertake verification of all transaction undertaken by BIADA during the reporting period and ensure proper accounting thereof in the Tally Accounting System/Any other Accounting System.
- (v) The audit will also ensure that the transaction represented by book entries are actually required and are not prejudicial to the interest of BIADA.
- (vi) The CA firm must depute a person in cluster offices and Head office on regular basis in order to obtain data for the purpose of Audit and preparation of monthly report. The person having qualification of Graduate in Commerce with minimum experience of 4 years in Finance and Accounts with Tally (CA Inter preferable).
- (vii) To provide monthly report for every cluster as well Head office.
- (viii) To prepare Annual Financial Statement/Reports of aforesaid periods in order to place the same before the Management/ Board of the Company.
- (ix) Preparation/verification of accuracy of monthly reconciliation statement
  - Banks
  - Deductions/advance/reimbursement of staff
  - Deductions/payments to contractors
  - Receipts of units with bank and dues ledger
- (x) Audit of the statutory compliance like EPF, TDS, GST etc. as may be applicable.
- (xi) To train and guide the staff of BIADA in the area of taxations and other matters.
- (xii) To audit the compliances of the notices received in all matters pertains to the Income Tax/TDS/GST including the assessment/ reassessment proceedings.
- (xiii) To present Annual Financial Statement in Board Meeting of the Authority (if required).
- (xiv) Any other assignment as directed by the Authority / Managing Director/ Executive Directors.

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## 5. Indemnification

i. To the fullest extent permitted by Applicable Law and professional regulations, both the Parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Parties as part of the regular interactions or for Project/s purposes.

ii. The Agency shall indemnify the Authority against any injury, loss of life, etc., caused either directly or indirectly due to the valuation of various items for BIADA. All workers/employees involved would require to fill up a form with details of terms and conditions of participation and also indemnify BIADA Authority against any injury, loss of life, etc., caused either directly or indirectly due to such participation.

iii. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

a. sickness, or disease, or death of, or injury to any person;

b. loss of, accident, or damage to, or destruction of any property including consequential loss of use; and

c. natural calamity, or any man-made disaster

d. The Agency shall indemnify the Authority in case of any loss/damage caused to any visitor or to the Authority to the extent to any loss/damage.

The Agency hereby indemnifies the Authority against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Consultant or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

## 6. Fraud and Corrupt Practices

i. The Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.

ii. For the purposes of this Clause i, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **7. Discussions**

Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder.

## **8. Limitation of Liability:**

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

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

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

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

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

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

## **9. Obligations of the Agency**

### **9.1. Standard of Performance**

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

### **9.2. Confidentiality**

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services nor shall the Agency and the Personnel make public the recommendations formulated in the course of or as a result of the Services. Except as otherwise permitted by this agreement, neither of the parties may disclose to the third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it (a) is or becomes public other than through a breach of this Agreement. (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

### **9.3. Documents Prepared by the Agency to be the Property of the Client**

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

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

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

## **11. Assistance and Exemptions**

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

## **12. Miscellaneous**

i. Insurance and Waiver of Liability - The Agency will bear the cost, throughout the term of the work, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in the Authority premises, including death or injury caused by the sole negligence of the Agency or the Agency's failure to perform its obligations under the Agreement. The Agency shall submit to the Authority, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e., avoiding the insurance cover, the Consultant agrees and undertakes to indemnify and hold the Authority harmless against any liability, losses, damages, claims, expenses suffered by the Authority because of such default by the Agency.

ii. The Agency shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Agency will indemnify the Authority for any loss and damages suffered due to violation of its provision.

iii. The Agency shall comply with the laws of land including Pollution Control Board guidelines. the Authority will not be held liable for any change/modification in the laws that adversely affect this Agreement. Agency shall have no right / claim in this regard, whatsoever the reason may be.

iv. The Agency hereby agrees that the Authority shall have no responsibility as regards Agency's employees and the employees shall be the employees of Agency only and shall not be construed under any circumstances as employees of the Authority. Agency hereby indemnifies the Authority against the claims made by Agency's employees against the Authority.

v. The Agency hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency hereby indemnifies the Authority against any liability arising in connection with the employment of its personnel in the said premises by Agency. Agency hereby undertakes to carry out police verification of its employees and submit the copy of same to the Authority in accordance with the Authority's policies regulations prevalent at that time.

vi. That no tenancy/sub-tenancy is being created by the Authority in favour of Agency under or in pursuance of the Agreement and it is distinctly & clearly understood, agreed & declared by and between the Parties hereto that -

a. That the Agency shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise

b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by the Authority in favour of Agency in or in respect of the said premises, except to carry out their activities over the granted space under this Agreement ; and

c. That the rights, which Agency shall have in relation to the said premises, are only those set out in the Agreement. vii. The relationship between the Authority and Agency under and/or in pursuance of the Agreement is as between Principal and Principal. Consequently, neither Party shall be entitled to

## **Selection of CA Firm for Concurrent Auditor of BIADA**

represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between the Authority on the one hand and Agency on the other hand in connection with and/or relating to business to be operated by Agency at the said premises.

viii. Agency shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions (if applicable), contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Agency and these personnel shall at no point of time be construed to be employees of the Authority and the Agency shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Agency shall indemnify the Authority from any claims that may arise in connection with above.

ix. Employees conduct - The Agency shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.

## FORMAT OF APPLICATION

1. Name of Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. No. of year of establishment of Firm:
5. Average Annual Turnover

Sl. No.	Financial Year	Turnover	Supporting document
1			(Profit & Loss of Firm)
2			
3			
Total			
Average Turnover			

6. Details of Partners who are FCA

Sl. No.	Name of the Partner (s)	Membership No.	Date of joining the firm as Partner	Supporting document
1				(Form 18 of ICAI needs to be submitted)
2				
...				

7. Details of Partners who are ACA

Sl. No.	Name of the Partner (s)	Membership No.	Date of joining the firm as Partner	Supporting document
1				(Form 18 of ICAI needs to be submitted)
2				
...				

8. Details of Semi-Qualified Assistants:

Sl. No.	Name of the Assistant	Date of joining the firm as Semi-Qualified Assistant	Supporting document
1			Relevant Qualification Certificate and proof of joining of Firm
2			
...			

## 9. Details of Branch Office(s) including HO:

Sl. No.	HO/Branch	Address	Date of Establishment	Contact Person	Mobile number / Other Contact Nos.	E- mail ID
1						
2						
...						

## 10. Details of Experience of firm as Statutory/ Concurrent Auditor of Government Organization (Central/ State/ Authority/ Board / Corporation/ Society):

Sl. No.	Name of Organization	Type of Audit	Year of Audit	Supporting document
1				Relevant experience certificate along with appointment letter.
2				
3				
....				

## 11. Details of Experience of firm as Statutory/ Concurrent Auditor of Industrial Development Authority:

Sl. No.	Name of Authority	Type of Audit	Year of Audit	Supporting document
1				Relevant experience certificate along with appointment letter.
2				
3				
....				