



## **REQUEST FOR PROPOSAL**

**For Engagement of Consultant for Financial Review and Reconciliation of the individual payments made towards KSCL Projects and other Records and Documents in compliance with the Companies Act, 2013 along with Rectification and individual Project-wise Final Reporting.**

**KANPUR SMART CITY LIMITED  
3<sup>rd</sup> FLOOR,  
KANPUR NAGAR NIGAR MUKHYALAYA,  
MOTIJHEEL, KANPUR  
UTTAR PRADESH – 208002.**

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## **REQUEST FOR PROPOSAL (RFP): FOR ENGAGEMENT OF CONSULTANT**

### **1. BID DETAILS**

i.	Date and time of commencement of Bidding Process	Date: 20.08.2023	
ii.	Last date and time for receipt of written queries for clarification from bidders	Date: 24.08.2023	Time: 11:00 AM
iii.	Date and time of Pre- bid meeting	Date: 24.08.2023	Time: 03:00 PM
iv.	Last date and time for reply to queries by KSCL	Date: 24.08.2023	Time: 05:00 PM
v.	Last date and Time for submission of Technical and Commercial Bid Online by the Bidders	Date: 25.08.2023	Time: 03:00 PM
vi.	Date and Time of opening of the Technical Bids	Date: 25.08.2023	Time: 05:00 PM
vii.	Date of Presentation	Date: 25.08.2023 (Tentative). Final date of presentation will be advised to the Consultant Firms through email/letters	
viii.	Date and Time of opening of the Commercial Bids	Date and time for opening of commercial bids will be advised at the time of giving the presentation before appointed Internal Committee.	
ix.	Place of opening of Technical Bids and Financial Bids	Kanpur Smart City Limited, 3 <sup>rd</sup> Floor, Kanpur Nagar Nigam Mukhyalaya, Moti Jheel, Kanpur. Representatives of bidders may be present during opening of the Bid. However, Bids would be opened even in the absence of any or all of the bidder's representatives.	
x.	The KSCL reserves the right to limit the number of bidders, to be called for presentation and the bidders selected for presentation would be informed separately by email/letters.		
xi.	Address for communication	Kanpur Smart City Limited, 3 <sup>rd</sup> Floor, Kanpur Nagar Nigam Mukhyalaya, Moti Jheel, Kanpur 208002. Email: <a href="mailto:ksclkanpur@gmail.com">ksclkanpur@gmail.com</a>	
xii.	Earnest Money Deposit	EMD of Rs.50,000/- in the form of FDR/TDR/Demand Draft in favour of the Chief Executive Officer, Kanpur Smart City Limited of 'Punjab National Bank' payable at Kanpur. <b>EMD should be enclosed with Technical Bid.</b>	

### **2. Overview**

Kanpur Smart City Limited (KSCL) was incorporated as a Public Company, limited by shares, on 8th day of December, 2016 as per the Companies Act, 2013 and the registered office is situated at Kanpur Nagar Nigam Mukhyalaya, Motijheel, Kanpur – 208002.

### **3. Purpose & Period of Appointment/Engagement**

KSCL is proposing to appoint a Chartered Accountant (CA) firm/LLP as a Consultant to conduct **Financial Review and Reconciliation** of the individual payments made towards KSCL Project and A&OE and other records and Documents in compliance with the Companies Act, 2013 along with **Rectification and individual project-wise Final Reporting.”**

The engagement will come into effect after finalization of the bidder and the Terms of engagement will be over with finalization of “**Financial Review and Reconciliation** of the individual payments made towards KSCL Project and A&OE and other records and Documents in compliance with the Companies Act, 2013 along with **Rectification and individual project-wise Final Reporting** for period of 7 (seven) consecutive financial years, i.e., starting from F.Y. 2017-18 to F.Y. 2023-24.

#### **4. Invitation**

The KSCL invites Proposals (the “Proposals”) for selection of a CA firm/LLP as Consultant to conduct “**Financial Review and Reconciliation** of the individual payments made towards KSCL Projects and A&OE and other records and Documents in compliance with the Companies Act, 2013 along with **Rectification and individual project-wise Final Reporting**.

The bidders desirous of rendering the services are invited to submit their technical and commercial proposals in response to this RFP in a manner as mentioned in Para 12 of this document. The criteria and the actual process of evaluation and subsequent selection of the Consultant is laid down in this RFP. The applicants should have necessary experience, capability and expertise to perform and as well as meet the specific requirements/terms and conditions outlined in the RFP. The RFP is not an offer by KSCL, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless an engagement letter from the KSCL is given to the selected firm/LLP.

#### **5. Definitions**

- a. “**Affiliates/Group Companies**” means membership entities working under the common brand name and engaged in similar activity of accounting advisory / financial services/Tax advisoryservices, registered in India.
- b. “**Applicant/Bidder**” means a eligible CA firm/LLP who is submitting its proposal for providing services to KSCL.
- c. “**Assignment/job**” means the work to be performed by the Chartered Accountant Firm, pursuant to the appointment/engagement.
- d. “**Assignment as Consultant**” means any “Financial Review and Reconciliation of the individual payments made towards KSCL Project and other records and Documents in compliance with the Companies Act, 2013 along with Rectification and individual project-wise Final Reporting audit of financial statements for a financial year.
- e. **Chartered Accountant Firm**” or “**CA Firm**” means any entity or firm or an association of persons or Limited Liability Partnership (LLP) submitting its proposal for providing services to KSCL in accordance with the terms and conditions specified herein and eligible for being appointed as Consultant under Companies Act, 2013 and Chartered AccountantAct,1949.
- f. “**Contract**” or “**Agreement**” or “**Engagement Letter**” means the offer & acceptance / contract signed by the parties and all the attached documents and the appendices.
- g. “**Day**” means calendar day, unless otherwise specified.
- h. “**Personnel**” means professionals and support staff provided by the consultant to perform the services or any part thereof.
- i. “**Proposal**” or “**Bid**” means the technical proposal and the commercial/financial proposal.
- j. “**Terms of Reference (TOR)/Scope of Work (SOW)**” means the document included in theRFP which explains the scope of work, activities, tasks to be performed, etc.

The term Chartered Accountant Firm, applicant and bidder have been used interchangeably inthe RFP document.

## **6. Eligibility Criteria:**

- 6.1. Applicants must read carefully the minimum conditions of eligibility criteria provided herein. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the eligibility criteria given in Annexure A Part (a).
- 6.2. An Applicant or its Affiliates should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates. The Applicant should have never been barred / blacklisted for any deficiencies in services/breach of contract/fraud/corrupt practices/professional misconduct by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments/Statutory Authority / Regulator / ICSI, anytime during the last 3 years.

## **6.3. Conflict of interest**

- 6.3.1. KSCL requires that the consultant eligible to provide services should be satisfying the conditions as mentioned under Section 288 of the Income Tax Act 1961 and is expected to provide professional, objective, and impartial advice, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from KSCL.
- 6.3.2. Without limitation on the generality of the foregoing, the Consultant, and any of their affiliates, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- i. **Conflicting assignment/job:** The Consultant (including its personnel) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another organisation.
- ii. **Conflicting relationships:** The consultant or any of its affiliates (including its personnel) having a business or family relationship with a member of KSCL staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to KSCL throughout the selection process and the execution of the contract.

The consultant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of KSCL or that may reasonably be perceived as having this effect. If the consultant fails to disclose such conflicts of interest and if KSCL comes to know of such a situation at any time, then KSCL reserves the right to disqualify the consultant during the bidding process or to terminate its contract during the tenure of assignment.

- 6.4. Employees of KSCL shall not work as, for or be a part of, the consultant.

## **7. Earnest Money Deposit (EMD)**

- i. The Bidder shall submit the EMD of Rs.50,000/- in the form of Demand Draft in favour of the Chief Executive Officer, Kanpur Smart City Limited, Motijheel, Kanpur payable at Kanpur. **EMD should be enclosed with Technical Bid.** EMD maybe forfeited in the event of withdrawal of bid after the date for submission of bids or in case the selected consultant fails to sign the contract within the period mentioned herein.

- ii. EMD should be submitted along with the application, given in Annexure E. Any application not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- iii. The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the Consultant. The EMD of the selected Consultant shall be refunded only after successful completion of one year of contract or expiry of the contract whichever is earlier.

**i. The EMD may be forfeited:-**

- (a) if a Bidder makes any statement or encloses any form which turns out to be false /incorrect at any time prior to signing of Engagement; or
- (b) if the successful Bidder fails to accept Purchase Order and/or sign the Engagement with the KSCL, within the specified time period in the RFP.

- iv. No interest is payable on the amount of EMD.
- v. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in the RFPs floated by the KSCL in future.
- vi. **Exemption of EMD:** Micro & Small Enterprises (MSE) units shall be eligible for exemption in payment of EMD in terms of extract Govt. of India Guidelines. Bidders may please note to provide, along with their offer, proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).

## **8. Clarification and amendment of RFP documents**

- 8.1 The Bidder may request for clarification(s) on any clause of the RFP documents within the timelines mentioned as per Sr. No.(ii) of Table given in Para 1 of the RFP documents. Any request for clarification must be sent by e-mail to [ksclkanpur@gmail.com](mailto:ksclkanpur@gmail.com). KSCL will respond by e-mail to the respective querist, only. Should KSCL deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 8.2 below.
- 8.2 At any time prior to the deadline for submission of proposal, KSCL may modify the bidding document by amendment. Amendment(s) (if any) issued by KSCL will be in the form of an addendum/ corrigendum and will be sent to the eligible consultants only. The amendment will be binding on all bidders. KSCL at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

## **9. Bidding Document**

- 9.1 Interested applicants eligible as per Annexure “A” may participate in the selection process by submitting the bids in accordance with this document.
- 9.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/selection process specified in this RFP. Applicants 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 the KSCL’s decisions are without any right of appeal whatsoever.
- 9.3 No Bidder / Applicant shall submit more than one application for the work. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

## **10. Validity period of the Proposed Bid**

10.1. The proposal must be valid for 90 days after the last date for submission of proposal. During this period, the Consultant shall maintain the availability of professional staff nominated in the proposal and also the commercial proposal shall remain unchanged.

## **11. Preparation of proposals/Bid**

11.1 The proposal as well as all related correspondence exchanged by the applicant with KSCL shall be written in the English language. Bidder who fulfils the criteria specified in Annexure A Part should send their Application (i.e. Technical and Commercial Proposal) in the format enclosed as Annexure E and F together with annexures E1 and E2 and other supporting documents to the

Chief Executive Officer,  
Kanpur Smart City Limited,  
3<sup>rd</sup> Floor, Nagar Nigam Mukhyalaya,  
Motijheel, Kanpur – 208001

so as to reach him by **02:00 PM on 25.08.2023.**

11.2 The name of the assignment/job/project shall be ‘Financial Review & Reconciliation along with Rectification & Final Reporting to KSCL’.

11.3 In preparing their technical proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of the proposal.

11.4 The bids shall be in two parts viz. Technical Proposal and Commercial Proposal. Both the Technical and Commercial Proposals shall be submitted in separate sealed envelopes superscribing **“TECHNICAL PROPOSAL FOR ENGAGEMENT OF CONSULTANT:** on top of the envelope containing technical bid and **“COMMERCIAL PROPOSAL FOR ENGAGEMENT OF CONSULTANT** on top of the envelope containing commercial bid.

**11.5** These two separate sealed envelopes should be put together in the sealed master envelope supersubscribing **“PROPOSAL FOR ENGAGEMENT OF CONSULTANT.**

11.6 The Technical Proposal shall contain the required documents, duly signed by the Applicant’s Authorized Representative, in support of details mentioned in **Annexure A and E-1 and E-2.** A copy of the Commercial Proposal is to be submitted in Annexure F in a separate sealed envelope along with the Technical Proposal. **The Demand Draft for EMD of Rs.50,000/- should also be kept in the envelope containing the technical proposal.**

11.7 The KSCL shall rank the technical proposals received. The parameters used in scoring the Consultant are as per Annexure B Part (a) and as per the presentation i.e. as per Annexure B partb(1). The individual firm with a separate firm registration number is to be considered for eligibility and scoring.

11.8 The KSCL reserves the right to limit the number of bidders, who qualify as per mandatory eligibility criteria mentioned in Annexure A Part (a), to be called for presentation with the KSCL appointed internal committee on the basis of marks obtained (As per part (a) of Annexure B) by respective bidders.

11.9 After presentation, commercial bids will be opened for selected bidders based on marks obtained (as per part a and part b(1) of Annexure B).

11.10 The technical proposal (both Part (a) and Part (b) together) shall have 70 percentage weightage. The commercial bid will be having 30 percent weightage in final selection of the Consultant.

11.11 KSCL will select a Consultant from among the shortlisted firms to perform the assignment. Selected firm will be expected to carry out specified work mentioned for the KSCL, even in the case KSCL operations are expanded due to merger, business development or any other

reasons without any additional cost. The bidder has to make their own evaluation in quantifying the financial bid and no further negotiation shall be permitted thereafter for whatsoever reason.

11.12 The Terms & Conditions as mentioned in the proposal will be the basis for contract/assignment/letter of engagement to be signed/accepted by the selected Consultant.

11.13 The consultant shall bear all costs associated with the preparation and submission of proposal and agreement. KSCL is not bound to accept any proposal and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the Consultant.

## **12. Commercial proposals**

12.1 The Firms are required to submit commercial proposal as per the format provided in **Annexure F** in a separate envelope along with the technical proposal.

12.2 The date of opening of the commercial bid shall be communicated separately. The commercial proposal shall clearly indicate the fee for completing the work specified of the whole KSCL.

12.3 Amount as stated in 12.2 should be mentioned both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.

12.4 No Commercial bid shall be below the threshold value of minimum fee of Rs.20lakhs for rendering the entire services. Any commercial bid/proposal quoting below the minimum fee threshold value of Rs.20 lakhs per annum shall be outrightly rejected.

12.5 The cost quoted by the bidder shall separately state the basic fee and applicable taxes (applicable taxes will be paid as per the tax rate prevailing at the time of actual payment). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source or any other statutory applicable deductions as per applicable tax laws. Draft for submission of commercial bid is given in Annexure F.

12.6 Only single commercial bid should be quoted as basic fee which will be applicable for whole assignment. In case multiple bids are submitted, the bid will be considered as invalid and proposal shall not be considered for further evaluation.

12.7 The engagement will come into effect after finalisation of the bidder and engagement will continue for 6 (six) years with effect from F.Y. 2017-18 to 2022-23. Term of engagement will be over with finalisation of Final Reporting of individual project-wise.

12.8 Appointment/Engagement will be renewed, at the sole discretion of the KSCL on submission of necessary declaration regarding fulfilling the following eligibility criteria eligible for being appointed as Consultant under Companies Act, 2013 and Chartered Accountant Act,1949.

12.9 The firm is not banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI /or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.

12.10 During this period applicant will conduct the Financial Review and Reconciliation as required and amended from time to time. The payments shall be made on the basis of the completion of the number of project files and after presenting the Financial Rectification and Reporting of the individual projects, based on production of proper bill. Further, before submitting the bill, it should be ensured that the same is also duly uploaded in GST Network to enable the KSCL to take input credit of the same.

### **13. Submission, receipt and opening of proposal**

- 13.1 The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting.
- 13.2 An authorised representative of the Consultant shall initial all pages of the RFP document and sign the original technical and commercial proposals as well as the Annexures along with stamp. The authorisation shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorised to sign and such authorisation shall be enclosed with the proposal. The signed technical and Commercial proposals shall be marked "original".
- 13.3 Both the Technical and Commercial proposals shall be submitted in separate sealed envelopes as per Para 12 above.
- 13.4 Two separate sealed envelopes (Commercial and Technical) should be put together in the sealed master envelope (as per Para 12 above) super scribbling "PROPOSAL FOR ENGAGEMENT OF CONSULTANT and should be addressed to

Chief Executive Officer,  
Kanpur Smart City Limited,  
3<sup>rd</sup> Floor, Kanpur Nagar Nigam Mukhyalaya,  
Motijheel, Kanpur,  
U.P. 208002.

- 13.5 KSCL shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for proposal rejection.
- 13.6 The sealed master envelope containing the technical and commercial proposals should be submitted at the address given in paragraph 13.4 not later than time and date specified. Any proposal received by KSCL after the deadline for submission shall be returned unopened. No further correspondence in this regard shall be entertained.
- 13.7 The Bidder may modify or withdraw its Bid after the submission of the Bid, provided that KSCL receives written notice of the modification or withdrawal, before the expiry of deadline prescribed for submission of Bids i.e. last date of receipt of the Bid.
- 13.8 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be placed in an envelope marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice may also be sent by fax or post, so as to reach the designated office, before the expiry of deadline for submission of Bids i.e. last date of receipt of the Bid.
- 13.9 No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 13.10 No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- 13.11 Withdrawn Bids, if any, will be returned unopened to the Bidders
- 13.12 The date and time of opening sealed master envelope containing the technical and commercial proposals shall be as mentioned in point no. 1(vi) . The sealed envelope of technical proposal shall be opened while the commercial proposal shall be kept in the sealed envelope for opening at a later date. Representatives of Bidders may be present during opening of the Technical proposals. However, Technical Proposals would be opened even in the absence of any or all of the bidder's representatives.

#### **14. Proposal evaluation**

- 14.1 From the time the proposals are opened to the time the assignment is awarded, the bidders should not contact KSCL, unless called for. The bidders should also not contact any of the officers/employees or representatives of the KSCL on any matter related to its technical proposal and/or commercial proposal with a view to influencing KSCL in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the bidder's proposals. Canvassing in any form would lead to disqualification of the proposal.
- 14.2 The KSCL reserves the right to limit the number of bidders. Those bidders who qualify as per mandatory eligibility criteria mentioned in Annexure A Part (a), to be called for presentation with the KSCL's appointed internal committee on the basis of marks obtained (As per part (a) of Annexure B) by respective bidders.
- 14.3 After presentation, commercial bids will be opened for selected bidders based on marks obtained (as per part a and part b(1) of Annexure B).
- 14.4 The envelope containing commercial proposal will be opened and would be evaluated according to a scoring system for final ranking as stated in the scoring sheet attached. (Annexure C).
- 14.5 In case of a discrepancy between amount in words and figures, the former will prevail.
- 14.6 KSCL reserves the right to accept or reject any or all the proposals without assigning any reason.

#### **15. Disclaimer**

- 15.1 The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of KSCL, is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- 15.2 This RFP is neither an agreement nor an offer and is only an invitation by the KSCL to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. KSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract/assignment is signed and executed by duly authorized officers of the KSCL with the Selected Bidder (SB).
- 15.3 The KSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant 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.
- 15.4 The KSCL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 15.5 The issue of this RFP does not imply that the KSCL is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the KSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 15.6 The Bidder shall bear all its 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 KSCL 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 KSCL 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.

## **16. Contract finalisation**

- 16.1 The acceptance of the bid, will be communicated in writing/email/fax to the successful bidder by means of Offer of Contract / letter of engagement at the address given by the bidder in the tender response. The Offer of Contract /letter of engagement need to be accepted unconditionally and such accepted letter shall be delivered by the bidder in writing within 7 days from the date of issue of the offer. The failure, delay or evasion by the successful bidder to accept the offer will result in cancellation of the offer and KSCL retains its right to issue offerto the next highest bidder.
- 16.2 As per scope of the RFP, subcontracting is prohibited. Accordingly, selected Firm is required to fulfill all the activities as mentioned during the term of assignment. The contract/ agreement shall be executed only at Kanpur and the selected Consultant shall bearthe cost of stamp duty for the contract/ agreement as applicable in the state of Uttar Pradesh.

### **1. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of selected Consultant, subject to clause *below*, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total value of the contract/services.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
  - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, or by the Service Provider for breach of Confidentiality Obligations,
  - (c) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the KSCL, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 16.2

**“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include anyaction taken in good faith.

**“Willful Misconduct” means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## **2. DELAY IN PERFORMANCE:**

- i. Services shall be made by the selected Consultant being CA Firm/LLP within the timelines prescribed by the KSCL
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, the selected Consultant shall promptly notify the KSCL in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of selected Consultant, the KSCL shall evaluate the situation and may, at its discretion, extend the selected Consultant's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the selected Consultant may result in imposition of penalty, liquidated damages and/or termination of Contract/Engagement.

## **17. Code of Integrity and Debarment/Banning:**

- 17.1 The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the KSCL shall reject Bid without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- 17.2 Applicants are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- 17.3 Any Applicant needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- 17.4 For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
  - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
  - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the KSCL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
  - (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it

from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the KSCL's rights of audit or access to information;

## **17.5 Debarment/Banning**

Empanelment/participation of Applicants and their eligibility to participate in the KSCL is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation shall be considered against delinquent Vendors/Applicants:

### **(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

### **(b) Debarment from participation including removal from empanelled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the KSCL's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the KSCL under this RFP, if a Applicant is found by the KSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Applicant shall not be eligible to participate in any EOI/RFP issued by the KSCL during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Applicant withdraws from the procurement process or after being declared as successful Applicant: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the KSCL or any other investigating agency recommends such a course in respect of a case under investigation.
- Any other ground, based on which the KSCL considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents

of the applicant/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the KSCL including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**18. Termination for Default:**

- 18.1 The KSCL may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part
  - (a) If the selected Consultant fails to deliver any or all the obligations within the time period specified in the RFP/Contract or any extension thereof granted by the KSCL.
  - (b) If the selected Consultant fails to perform any other obligation(s) under the RFP/Agreement.
  - (c) Violations of any terms and conditions stipulated in the RFP or the ensuing Contract, if any.
- 18.2 Prior to providing a written notice of termination to Service Provider under above clause *i (a) to i(c)*, the KSCL shall provide the selected Consultant with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the KSCL shall have right to initiate action in accordance with above clause.
- 18.3 In the event the KSCL terminates the Contract in whole or in part for the breaches attributable to the selected Consultant, the KSCL may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation on liability clause of this RFP the selected Consultant shall be liable to the KSCL for any increase in cost for such similar Services. However, the selected Consultant shall continue performance of the Contract to the extent not terminated.
- 18.4 If the Contract is terminated under any termination clause, the selected Consultant shall handover all documents/ executable/ KSCL's data or any other relevant information to the KSCL in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the KSCL.
- 18.5 During the transition, the selected Consultant shall also support the KSCL on technical queries/support on process implementation.
- 18.6 The KSCL right to terminate the Contract will be in addition to the penalties / liquidated damage and other actions as specified in this RFP.
- 18.7 In the event of failure of the selected Consultant to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the KSCL at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the KSCL shall give prior notice to the existing Consultant. The existing Consultant shall continue to provide services as per the terms of the Agreement until a 'Consultant' completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new Consultant within such period prescribed by the KSCL, at no extra cost to the KSCL, for ensuring smooth switch over and continuity of services, provided where transition services are required by the KSCL or New Consultant beyond the term of this Agreement, reasons for which are not attributable to the selected Consultant, payment shall be made to the selected Consultant for such additional period on the same rates and payment terms as specified in this Agreement.

## **19 Force Majeure:**

- 19.1 Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 19.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the selected Consultant but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 19.3 If a Force Majeure situation arises, the selected Consultant shall promptly notify the KSCL in writing of such condition and the cause thereof. Unless otherwise directed by the KSCL in writing, the selected Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 19.4 If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, the selected Consultant shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

## **20 Termination for Insolvency**

The KSCL may, at any time, terminate the Contract by giving written notice to the selected Consultant Provider, if the selected Consultant becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the KSCL.

### **TERMINATION FOR CONVENIENCE:**

- 20.1 The KSCL, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.
- 20.2 In the event of termination of the Agreement for the KSCL's convenience, the selected Consultant shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

## **21 Disciplinary action for professional misconduct:**

In case of any professional misconduct observed on the part of the selected firm, in addition to the remedies such as to debar such firm from any future service to the KSCL, intimation of such misconduct to the authorities such as RBI/IBA/GOI, etc., the KSCL will also be entitled to approach any Court of law or Governing authority such as RBI/IBA/GOI /ICAI/NFRA.

## **22 Liquidated Damage/Penalty**

- 22.1 If the Successful Bidder fails to deliver or perform the Services as stipulated in the Contract, KSCL shall, without prejudice to its other remedies available under the RFP/Contract, deduct as liquidated damages a sum equivalent to 1% of the fees, for each month of delay until satisfactory performance is ensured. KSCL reserves all the rights to levy the penalties under the Contract in case satisfactory Services are not restored.
- 22.2 KSCL is entitled to withhold the payment or deduct liquidated damages from the price under the Contract or any other amount, which is due to Bidder from this Contract, or any other

contract.

- 22.3 Any loss caused to KSCL or claims made against KSCL owing to non-performance of the Services by the Successful Bidder as per the Contract, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the KSCL. The KSCL reserves the right to recover this amount from any dues payable or accrue to the Successful Bidder in future in any form.
- 22.4 Any financial loss to KSCL on account of fraud taking place due to Successful Bidder, its employees or their service provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to KSCL's reputation and goodwill.

### **23 Governing Law & Jurisdiction of Courts**

- 23.1 The Contract and any non-contractual obligations arising out of or in connection with the Contract/RFP shall be governed by the laws of Republic of India.
- 23.2 However, the KSCL shall have the right to initiate proceedings in any suitable jurisdiction. The provisions shall survive the Contract.

### **24 Miscellaneous Terms & Conditions**

- 24.1 Until a formal contract is prepared and executed, this offer together with KSCL's written acceptance and notification of award shall constitute a binding contract with the auditor.
- 24.2 KSCL is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- 24.3 The KSCL also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and would notify to the eligible Consultant before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 24.4 Bids not conforming to the requirements of the RFP may not be considered by KSCL. However, KSCL reserves the right, at any time before last date of submission of Technical & Financial proposal, to waive any of the requirements of the RFP, if in the sole discretion of KSCL, the best interests of KSCL would be served by such waiver.
- 24.5 KSCL shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by KSCL, in its sole discretion, may include but are not limited to, the following:
  - i. Services contemplated are no longer required;
  - ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
  - iii. Proposed fees are unacceptable to the Work;
  - iv. The Project is not in the best interests of KSCL;
  - v. Any other reason.
- 24.6 The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the KSCL, etc. The KSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 24.7 KSCL reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- 24.8 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids.
- 24.9 KSCL may choose to take an undertaking from employees of the auditor to maintain confidentiality of the KSCL's information/documents etc. KSCL may seek details / confirmation on background verification of auditor's employees, worked/working on KSCL's project as may have been undertaken / executed by the Auditor. Auditor should be agreeable for any such undertaking/verification.

## Annexure A

### **Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

#### **Part (a)**

<b>Sr. No.</b>	<b>Mandatory Eligibility Criteria</b>	<b>Documents Required</b>
1	The Applicant firm should have been registered with ICAI and practicing continuously in India for the last 10 years as on 01.04.2023.	Constitution Certificate issued by ICAI Certified copy of registration Certificate issued by Registrar in case of LLP.
2	Firm should have minimum 10 partners. In addition, firm should have at least 5 professional staff i.e. C.A. as employees on its payroll (as on 01.04.2023)	Constitution Certificate issued by ICAI Certified copy of registration Certificate issued by Registrar in case of LLP.
3	Firms should have been one of the CAG Auditor of a Public Sector Undertaking (having balance sheet size of Rs. 100 lakhs crore or more as per audited financials as on 31.03.2023) during any of the last 03 years (i.e. for period ended 31 <sup>st</sup> March 2020 to 31 <sup>st</sup> March 2023).	Copy of signed Final accounts of the relevant financial year/s of the respective PSU, along with details in format E-2
4	Experience of any audit/work performed in smart city organization level engaged in any services	Self -declaration Letter along with copy of appointment letter
5	The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.	Undertaking by the applicant Firm/ Self declaration Letter

## Annexure B

### **Parameters for evaluation of Proposal**

<b>Part (a)</b>			
<b>Sr. No</b>	<b>Parameters</b>	<b>Maximum Marks</b>	<b>Basis of Marking</b>
1	No of years of practicing in India as on 01.04.2023	10	5 Marks for minimum 20 years and 1 mark for each completed additional year.
2	Domain knowledge in CAG Audit	10	Number of Public Sector Undertaking (having balance sheet size of Rs. 100 crore or more as per audited financials as on 31.03.2023) in which CAG Audit completed in last 03 years upto 31.03.2022. One Public Sector Undertaking - 8 marks and More than one Public Sector Undertaking - additional 2 marks

3	Experience of work performed in any Smart City.	10	Final Reporting of any Smarty City during any of the last 05 years (i.e. for period ended 31 <sup>st</sup> March 2016 to 31 <sup>st</sup> March 2022). For One year Experience - 6 marks and More than one year – one mark each for additional one year.						
4a	Manpower and qualifications. (as on 01.04.2023)	5	<table border="1"> <thead> <tr> <th>No. of partners</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>8 or 9</td> <td>4</td> </tr> <tr> <td>10 or more</td> <td>5</td> </tr> </tbody> </table>	No. of partners	Marks	8 or 9	4	10 or more	5
No. of partners	Marks								
8 or 9	4								
10 or more	5								
4b	5	No. of professional - 1 mark each for additional qualified CA's.							
5	Receipts of the Consulting firm should be or more than Rs.1crore in last 3 financial years.	10	8 for last year F.Y. 2022-23 and additional 1 mark for each year.						
Total Part I		<b>50</b>							

<b>Part (b)</b>			
1	Presentation	20	Shall be evaluated by the committee identified for the purpose.
2	Financial	30	
	Grand Total of Part (a+b)	<b>100</b>	

Firms fulfilling all the eligibility criteria after qualifying minimum 60% of the total score mentioned in Annexure A Part (a) would only be considered for scoring given above.

#### Annexure: C Parameter for selection of Consultant

Sr. No	Parameters	Weightage
1	Technical Parameter	70
	Presentation	
2	Financial Bid	30

#### For example:

Three Auditors namely A, B and C participated in the bid process and their technical score are asunder:

A=49, B=63 C= 56

After converting them into percentile, we get

$$A = (49/63)*100 = 77.77$$

$$B = (63/63)*100 = 100$$

$$C = (56/63)*100 = 88.89$$

The quoted prices for Auditors are as under:

A= Rs 8000, B=Rs 9000, C=Rs10000

The final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$A = (8000/8000)*100 = 100$$

$$B = (8000/9000)*100 = 89$$

$$C = (8000/10000)*100 = 80$$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

$$A = (77.77*0.7) + (100*0.3) = 84.439$$

$$B = (100*0.7) + (89*0.3) = 96.7$$

$$C = (88.89*0.7) + (80*0.3) = 86.223$$

Hence, the offer of 'B' (being highest score) would be considered

#### **Annexure: D**

#### **PENALTY CLAUSE:**

KSCL shall have the right to deduct penalty from the fee to be paid to the Consultant mentioned in para 22 of this RFP document.

**Annexure: E**

**PROFORMA OF APPLICATION FOR APPOINTMENT AS A CONSULTANT (ON OFFICIAL LETTER HEAD)**

The Chief Executive Officer,  
Kanpur Smart City Limited,  
3<sup>rd</sup> Floor, Nagar Nigam Mukhyalaya,  
Motijheel, Kanpur – 208002.

Dear Sir,

**APPLICATION FOR ENGAGEMENT AS CONSULTANT OF KANPUR SMART CITY LIMITED FOR FINAL REVIEW AND RECONCILIATION OF INDIVIDUAL PAYMENTS MADE TOWARDS PROJECTS AND OTHER RECORDS AND DOCUMENTS ALONG WITH RECTIFICATION AND INDIVIDUAL PROJECT-WISE FINAL REPORTING.**

Please find enclosed information in Annexure (E-1 to E-2) concerning us for consideration of our firm to be appointed as Consultant.

1. We agree to undertake the work, if allotted by you, as per the scope of work and while submitting this Application, we certify that:
  - The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - The commercial bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The commercial bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
  - We have quoted for all the services mentioned in this RFP in our commercial bid.
2. We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged.
3. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
4. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the KSCL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
5. We undertake that we will not resort to canvassing with any official of the KSCL, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
6. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the KSCL will have right to disqualify us from the RFP without prejudice to any other rights available to the KSCL.

7. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the KSCL.
8. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement and the rates quoted therein for the orders awarded by the KSCL up to the period prescribed in the RFP, which shall remain binding upon us.
9. Till execution of a formal contract, the RFP, along with the KSCL's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the KSCL and us.
10. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
11. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
12. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
13. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the KSCL for more than 6 months from the date of issue of purchase order.
14. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the KSCL to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
15. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the KSCL in the RFP document.
16. We hereby declare that our firm eligible for being appointed as Consultant.
17. We also declare that our firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI and does not have any disciplinary proceedings pending against it or any of the partners with ICAI/RBI. If the aforesaid representation/declaration or information in the annexures is found to be incorrect, we agree that the KSCL shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the KSCL, without reference to us. We or our affiliates have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us or our Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates.

Date:

Authorised Signatory

Place:

(Name :)

**List of Document Enclosed**

1. EMD –DD particulars
2. Annexures E1 to E2.
3. Other documents please specify

**Annexure: E-1 PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT/ENGAGEMENT AS A CONSULTANT**

<b>S. No</b>	<b>Description</b>	<b>Remarks</b>
1	Name of the firm	
2	Firm No. allotted by ICAI*	
3	Address	
4	Email	
5	Contact number/s (Tel/Mobile)	
6	Number of Branch Office (if different from 3 above)	
7	Address of Branch Office	
8	Year of establishment	
9	No. of completed years for which practicing in India as on 01.04.2023	
10	Name/s of partners * (membership certificates issued by ICAI should be enclosed)	
11	Name of Partners Stationed Out-stationed Kanpur	
12	Person(s) proposed to be assigned for the services and his/their profiles	
13	PAN of the firm *	
14	GST registration number of the firm *	
15	Number of Partners in the firm as on 01.04.2023*	
16	Number of professional staff as on 01.04.2023*	
17	Number of Partners/Employees who have done DISA/CISA as on 01.04.2023 *	
18	Number of Public Sector Undertaking in which Annual Statutory Central Audit completed in last 05 years upto 31.03.2023. (Provide details in Annexure: E-2)	
19	Number of Smart City in which providing consultancy/advisory services with respect to Income Tax in last 05 years upto 31.03.2023.	
20	Any other information considered relevant.	

Place:

Date: (Name)

Authorised Signatory

Seal

\* Self attested copies in support of the information should be submitted

**Annexure: E-2PARTICULARS IN RESPECT OF SCAs of PSUs (FROM 01.04.2018 ONWARDS)  
HAVING BALANCE SHEET SIZE OF RS.100 CRORE OR MORE**

SR.NO	NAME OF THE PSU	PERIOD OF AUDIT (FROM DD/MM/YY TO DD/MM/YY)	BALANCE SHEET SIZE OF THE PSU (AS ON 31.03.2023)

Authorised Signatory

(Name)

**Annexure: F**

**PROFORMA OF COMMERCIAL BID FOR CONSULTANT (ON OFFICIAL LETTER HEAD)**

The Chief Executive Officer,  
Kanpur Smart City Limited,  
3<sup>rd</sup> Floor, Nagar Nigam Mukhyalaya,  
Motijheel, Kanpur – 208002.

Dear Sir,

**APPLICATION FOR ENGAGEMENT AS CONSULTANT OF KANPUR SMART CITY  
LIMITED FOR FINAL REVIEW AND RECONCILIATION OF INDIVIDUAL  
PAYMENTS MADE TOWARDS PROJECTS AND OTHER RECORDS AND  
DOCUMENTS ALONG WITH RECTIFICATION AND INDIVIDUAL PROJECT-WISE  
FINAL REPORTING.**

Audit Fee for each financial year

Particulars	Amount (In Rs.)
Basic Audit Fee (excluding out of pocket expenses)	XXXXXXX.XX
Applicable tax (GST)	At Actual
<b>Total Fees</b>	<b>XXXXXXX.XX</b>
<b>Amount in Words:</b> .....	