



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5363230  
Dated/दिनांक : 05-09-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-09-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-09-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Uttar Pradesh
Department Name/विभाग का नाम	Infrastructure And Industrial Development Department Uttar Pradesh
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Jhansi
Item Category/मद केटेगरी	Financial Audit Services - ALL WORK DEFINE IN AS PER RFP; CA Firm, Audit Firm
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**Bid Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	661000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	17000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

OSD  
FIRST FLOOR BLOCK-A KISAN BAZAR TALPURA JHANSI  
(Bida Jhansi)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Number of Years of firm/company's existence as per ICAI certificate:AS PER RFP**

**Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:AS PER RFP**

**Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:AS PER RFP**

**Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:AS PER RFP**

**Number of XX fulltime CA's required and YY professional audit staff:AS PER RFP**

**Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1725516565.pdf](#)**

**Financial Audit Services - ALL WORK DEFINE IN AS PER RFP; CA Firm, Audit Firm ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Scope of Work	ALL WORK DEFINE IN AS PER RFP
Type of Financial Audit Partner	CA Firm , Audit Firm

Specification	Values
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	GENERAL ACCOUNTING AND AUDIT
Type of Industries/Functions	Fixed assets, depreciation and amortisation , Cash and Bank Balance , Payables , Receivables , Owners Capital , Operational & Administrative , Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll
Frequency of Progress Report	Fortnightly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Fortnightly
State	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Post Financial Audit Support	Yes

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Pyare Lal Maurya	284001,Block A, Kisan Bazaar, near Bus Stand	1	<ul style="list-style-type: none"> <li>Number of Months for which Post Audit Support is required : 9</li> </ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

## 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1- Account No: 50100495803005 Account holder name: Bundelkhand Industrial Development Authority Bank Name: HDFC Bank, Jhansi IFSC Code: HDFC0000453 Branch Name: Jhansi

2- Bid Processing Fee Non-refundable/ non-adjustable fee of INR 1,300/- including GST to be transferred online only.

3- Earnest Money Deposit (EMD)/ Bid Security Refundable amount of INR 17,000/- (through RTGS/ Bank transfer)

## 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 4. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 5. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



REQUEST FOR PROPOSAL

FOR HIRING OF CHARTERED ACCOUNTANT FOR BUNDELKHAND  
INDUSTRIAL DEVELOPMENT AUTHORITY (BIDA), JHANSI

Issued by:

Bundelkhand Industrial Development Authority (BIDA)

First floor, Block A,

Kisan Bazar, Talpura,

Jhansi, Uttar Pradesh

## Data Sheet

	Head	Details
1.	Name, Designation and address of officer in-charge of receiving the bids	OSD (Personnel), BIDA – Mr. Ram Shukla, +91 97211 11105
2.	Allotment method	Least Cost Selection method  The RFP follows a two-bid system comprising technical and financial bids. The evaluation of bids will be conducted using the Least Cost Selection (LCS) method. Technical bids will be evaluated based on predefined criteria, and only those meeting the minimum technical requirements will proceed to the financial bid evaluation. The contract will be awarded to the technically qualified bidder offering the lowest cost.
3.	Bid Processing Fee	Non-refundable/ non-adjustable fee of INR 1,300/- including GST to be transferred online only.
4.	Earnest Money Deposit (EMD)/ Bid Security	Refundable amount of INR 17,000/- (through RTGS/ Bank transfer)
5.	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	As mentioned in GeM Portal / bid document
	Bid start date/time	As mentioned in GeM Portal / bid document
	Bid Due Date (PDD)	As mentioned in GeM Portal / bid document
	Opening of Technical bid	As mentioned in GeM Portal / bid document
	Opening of Financial bid	As mentioned in GeM Portal / bid document
	Validity of bids	As mentioned in GeM Portal / bid document

6.	Bank Account details	Account No: 50100495803005  Account holder name: Bundelkhand Industrial Development Authority  Bank Name: HDFC Bank, Jhansi  IFSC Code: HDFC0000453  Branch Name: Jhansi
7.	Regarding queries, Bidder may reach out	<a href="mailto:bid-office@eoffice.uplc.in">bid-office@eoffice.uplc.in</a> , <a href="mailto:bidajhs1234@gmail.com">bidajhs1234@gmail.com</a> .

### **Scope of Work**

#### **Terms of Reference**

In order to enhance the operational efficiency and assisting BIDA, the Authority wishes to select local chartered Accountants Firms (CA Firms) for its Taxation, General Accounting and other related work. The selected Chartered Accountant Firm (CA Firm) will be appointed initially till One year and duration may be further extended based on performance and on mutually agreed terms and conditions.

BIDA wishes to select local chartered Accountants Firms (CA Firms) under section 138 of The companies Act, 2013 to conduct general accounting of the functions and activities of the Authority. All reports and documents submitted by the CA firm shall be signed and stamped by the firm.

This Technical RFP document pertains the following tentative scope of work for the CA Firm (but not limited to):

1. General Accounting and TDS : The tasks will include the day-to-day computerized maintenance of Accounts, Receipt and payment processes, preparation of bank reconciliation Statements, Preparation of all types of ledgers, preparation of annual financial statements, responsibility for timely completion of statutory audit and day to day consultancy on statutory compliances and all other associated/related tasks as directed by Authorized person. The scope of work mentioned below is indicative and not exhaustive. The assignment would not be limited listed in the aforesaid scope only. Certain additional tasks related to finance, accounts or any compliance related to the

same including statutory or non-statutory in nature would have to be undertaken as per the management directions. All reports and documents submitted by the CA firm shall be signed and stamped by the firm.

2. Accounting services : Accounting system design and implementation. The Authority would follow accrual-based accounting system and use “tally” as a tool for accounting. Access shall be granted to the CA firm for carrying out the scope of work.
  - Financial accounting and Financial reporting in compliance with GFR and other relevant guidelines
  - Maintain day to day accounting on Tally software provided by BIDA.
  - Maintenance of all types of accounting records/reports as required statutorily or otherwise for day-to-day functioning. All necessary documents, supporting, vouchers should be checked and maintained as per the standard procedure.
  - Generation of MIS reports.
  - Financial analysis for existing data and preparation of progressive receipt and expenditure as per budget heads and review of balance sheet fortnightly in the premises of authority.
  - Asset accounting management.
  - Preparing monthly bank reconciliation statements.
  - Costing of Land and other properties/assets.
  - Preparation of Annual budget/revised budget and projected cash flows.
  - Preparation of financial reports /status reports as and when required by the Authority.
  - Conducting concurrent Audits for the Authority and preparation of monthly reports for the same.
  - Provide signed and stamped balance sheets for internal and audit purposes.
  - Computation of labour cess and preparation of reports to be submitted to Labour Cess Department along with assistance in return compliance.
  - Assistance to the Authority in preparation of responses to observations made during internal audit, compliance audit, performance audit, financial/accounting audit, balance sheet, profit & loss statements, cashflows, external audits (CAG) or any other audits of similar nature.
3. Payroll
  - Deductions as per applicable laws like Income tax, PF etc.
  - Computation and deposit of TDS, EST, PF, EPF etc. including return compliance.
  - Issuance of Form 16 and Form 16 A.

- Periodic reconciliation of payments/statutory deductions etc. with books of account.
4. Tax Deduction at Source (TDS)
    - Matters relating to TDS on interest paid by various Banks.
    - Computation and deposit of TDS. Currently 1 (one) TAN is held by the Authority for which computations shall be required.
    - Filing of quarterly TDS returns.
    - Revision and Rectification of TDS returns.
    - Short out of TDS notice which is received from Traces (TDS department)
    - Payment of TDS on purchase of immovable properties.
    - Verification of TDS computation with regard to payment towards salary and perquisite of every employee of BIDA and verification of TDS certificate as per Form 16.
    - Application and obtaining of TDS exemption/short deduction certificate from Income Tax Departments.
    - The TDS related transactions would be based on requirements arising in the future shall be the responsibility of the CA firm.
    - The Authority would use “Tally” as a tool for accounting. Access shall be granted to the CA firm for carrying out the scope of work.
    - No withholding certificates are sought currently. Any requirements arising in the future shall be the responsibility of the CA firm.
  5. Independently review and appraise the systems of control throughout the year (not just the financial controls)
  6. Recommend Improvements to internal controls;
  7. Ascertain the extent of compliance with procedures, policies, regulations, statutory obligations and other legislations;
  8. Ascertain Compliance to IIIT Act 2017, IT Act 1961, personal digital data protection Act, instruction of C & AG, Standard accounting practices, guidelines of the Board and any other relevant laws and guidelines;
  9. Provide reassurance to competent Authority that their policies are being carried out with adequate control of the associated risks;
  10. Facilitate good practice in managing risks effectively;
  11. Ensure that assets and interests are safeguarded from fraud, deter fraudsters and possibly identify fraud.
  12. Department wise system and recommendation for best practice to improve the system.
  13. CA shall assist the Authority in preparing responses to C & AG observations.

14. Evaluate the effectiveness of financial management systems to ensure transparency and accountability.
15. Assess the compliance of financial statements with relevant accounting standards and regulations.
16. Examine the internal controls and risk management mechanisms in place for the industrial projects.
17. Scrutinize the capital budgeting processes and investment appraisal methods applied to the projects.
18. Verify the allocation and utilization of funds in alignment with project milestones and goals.
19. Examine the financial aspects of infrastructure development, ensuring cost-effectiveness.
20. Verify compliance with labor laws and social responsibility initiatives in the industrial city.
21. Examine the financial incentives and subsidies provided to industries within the city.
22. Review the processes for periodic financial audits and compliance checks.
23. Assess the accuracy and reliability of cost-benefit analyses conducted for projects.
24. Examine the financial transparency and disclosure practices of the industrial authority.
25. Verify the mechanisms in place for monitoring and controlling project cost overruns.
26. Areas of Concurrent Audit shall include (But not limited to):
  - Revenue
  - Expenditures
  - Procurement of Goods and services
  - Investments
  - Statutory Compliances
  - Finance & Accounts
  - Payroll, Retirements Benefits & Pension
  - Pre Audits
27. The selected CA firm will be responsible for verifying all type of taxes payable/receivable by the Authority as well as representations at the income Tax Tribunals. They are required to provide advisory services for any tax matter referred by the Authority. It is expected that the team of the selected firm will have necessary expertise, experience, capabilities and knowledge in the area of IT Act 1961 and other tax laws in India and abroad, which shall broadly cover the areas listed below. All reports and documents submitted by the CA firm

shall be signed and stamped by the firm. This listing is not exhaustive and should be regarded as an outline only. The assignment will include following work:

#### 28. Taxation

- Preparation and filling of the income tax return of the Authority and any other related returns as per their due dates or on annual basis and generation of 26 AS.
- Assist in currently pending cases and future direct tax and Indirect tax proceedings i.e., preparation of details required to be submitted to the tax department and appearance before the tax authorities.
- Computation of Advance Tax under the Income tax act on quarterly basis.
- Computation of provision for income tax for annual closing of accounts. Draft accounts and calculation shall be shared by the Authority. Taxation CA firm to verify and advice on the same.
- Preparation and filing of required applications with tax authorities. CA firm to assist in communications/ responses to inquiries/applications/letters shared by tax authorities by BIDA and vice versa.
- Preparing direct tax and indirect tax status report on quarterly basis. Reports shall consist of details of works undertaken and financial reports during the quarter. Status of works which are completed or pending and any other requirements/recommendations/observations shall be a part of the report.
- Opinion on matters relating to EPF/ESIC cases pending before RPFC, High court and other authorities.
- Furnishing information/opinion to BIDA on the various day to day tax matters.
- Consultancy on various intricate matters pertaining to the Income Tax.
- Effective tax management, tax structuring and advisory services and Tax planning for corporate/authority and others.
- Providing regular updates on amendments, circulars, notifications and judgment.
- Liaison with Income Tax department with respect to ongoing and future cases related to the Authority of rectification, assessment, obtaining refund etc.
- Compiling and filing of Form 15 CA and 15 CB.
- Preparation of GST return, filing of electronic returns and liaison with GST authorities.
- The CA firm is required to assist the Authority in making tax payments by generating payment advise and collation of relevant data. Returns to be filed by the CA firm on behalf of BIDA and confirmation/acknowledgement reports to be submitted for the same.

- The CA firm is free to use any appropriate method/tool for invoicing and GST returns as per the applicable regulations. CA firm should be able to furnish reports, data, information etc. as require by the Authority from time to time.
- All returns, pending as on the date of signing of contract and falling within the contract period, shall be the responsibility of the CA firm.
- For carrying out the scope of work, Authority shall grant access to the accounting tools used within the Authority. CA firm shall be responsible for extracting relevant information.

Note: The volume of data would be subject to the actual.

#### 29. Representation and Litigation

- Drafting of appeals and appearance before the appellate authorities- including but not limited to Commissioner of Service Tax/GST (appeals) and Custom Excise and service Tax Appellate Tribunal, or any other Appellate Tribunal including GST for this purpose. (This shall include the work pertaining to legal representation/advice/drafting relating to the tax matters, for which no additional fee shall be paid).
- Advance rulings under taxation laws.
- Follow up with tax authorities and handling assessments. Assistance in drafting of the submission and filing of replies for various tax related matters from competent authorities.
- Representation of matters pending before appellate authority, Hon'ble Supreme Court and Hon'ble High Court of Lucknow, and Prayagraj. The CA firm shall assist in documentation and filings for all concerned matters. A legal expert shall be appointed in consultation with the Authority and the fees shall be borne by the Authority.
- Preparation and filing of writs/counter affidavit/rejoinder/SLP/appeal against penalty orders/tax liabilities issued against BIDA.
- Assistance in preparation of submissions and replies to notices received in Taxation.

30. Financial Oversight: Oversee the financial operations of the authority to ensure timely and accurate financial reports (e.g. balance sheet, cashflows, profit & loss statements) and practices including cash management, payroll, financial disbursements, ledgers, etc.

31. Compliance: Ensure compliance with statutory authority and financial regulations such as GST, ITR, etc.

32. Budgeting: Develop and manage financial systems/models and assist in the preparation of annual budgets and forecasts.

33. Audit: Coordinate and lead the annual audit process, liaise with external auditors and the finance committee of the board of directors; assess any changes necessary.
34. Policy Development: Develop and document business processes and accounting policies to maintain and strengthen internal controls.
35. Financial Analysis: Provide executive management with advice on the financial implications of business activities.
36. Risk Management: Manage organizational cash flow and forecasting; implement a robust contracts management and financial management/reporting system; improve the finance department's overall policy and procedure manual.
37. Strategic Planning: Engage in ongoing strategic planning as it relates to the financial health and growth of the authority.
38. Leadership: Provide leadership, direction, and management of the finance and accounting team.
39. Stakeholder Management: Manage and cultivate relationships with relevant stakeholders including government departments, financial institutions, and internal departments.
40. Preparation of Account Books. Trial Balance. Income & Expenditure Statement, Receipt and Payment, Liability Register, Advance Register, Bank Reconciliation Statement, Adjustment of income accrued. Utilization Certificate of Grant in Aid and finalization of Annual Accounts, or any other related work are assigned by the authority.
41. Checking of vouchers: Payment, Receipt and Journal vouchers of all accounts. Preparation of Centralized Fixed Assets Register as per the format prescribed in the GFR for BIDA as a whole in the form of soft as well as hard copy.
42. Reply of statutory audit for Separate Audit Report (SAR) and Audit Inspection Report (AIR).
43. To ensure timely deposition of statutory dues/taxes of the BIDA to the respective Central/State Govt. Tax Administrative Authorities and also filing of tax returns such as ITR/TDS/GST etc.
44. To provide advice deduction from BIDA and liaison Income Tax Assessment of the employees, TDS of Contractors/Suppliers & tax matters related to the respective tax authorities.
45. To calculate and prepare data towards interest received on funds of different projects and allocate the interest amount in respective projects.
46. Submission of the quarterly audit report on the main and allied accounts of BIDA.

47. To provide advice on various cases pertaining to accounting and taxation matters. Including Employee taxation matters.
48. To coordinate with Chartered Accountants previously hired by BIDA to finalize any matter due for the agreement period.
49. To advice on other matter which is related to Finance & Accounts, not mentioned above.
50. To check day to day accounting work for all the bank accounts of BIDA.
51. CA firm will be required to analyse the balance sheet statements, profit & loss sheet, cashflows by prevalent AI tools. The firm will be required to prepare financial reports and projected financial modelling by using relevant AI tools.

### **Manpower**

1. One dedicated CA who has experience of at least 05 years in the work mentioned above.
2. Additional manpower if required shall be appointed by the firm on request from the Authority on mutual agreement and terms.
3. Appointed CA shall be required for atleast 2 hour per day at BIDA office.
4. Payments to CA firm will be based on the attendance verified by system/ process adopted by BIDA.
5. Selected firm shall only deploy the CA post discussion and approval by BIDA.

### **Technical Requirements**

#### Qualification of CA appointed by the firm:

1. Education: Must be a Chartered Accountant with a valid membership number from the Institute of Chartered Accountants of India (ICAI).
2. Experience: Minimum of 5 years of post-qualification experience in accounting and finance, with the public sector or government organizations.
3. Technical Skills: Proficiency in financial management softwares, advanced excel skills, tally software, Artificial Intelligence (AI) equipped software for data analysis and reporting tools, accounting software with AI features, AI audit and compliance tools, tax preparation software using AI, AI predictive analysis, etc.
4. Knowledge: In-depth understanding of applicable laws and regulations, financial reporting, and the economic framework specific to Uttar Pradesh.
5. Communication: Excellent communication and presentation skills in both English and Hindi.

Technical requirement of the firm:

1. Interested party must not have been convicted by court of law. He must give a declaration as per Annexure -B.
2. The annual turnover of the bidder should be a minimum Rs.10 lakhs (Rupees Ten lakhs only) on each year basis for a period of three consecutive financial years (2021-22, 2022-23, 2023-24). Copy of ITR and Profit Loss Account depicting turnover to be enclosed.
3. The firm should have experience in providing any of the above-mentioned services for the last three years to Central Govt. departments/ State Govt department/ PSUs/ Public Sector Banks. Necessary documents to be submitted to validate the experience.
4. The firm must have atleast 3 projects of similar nature as mentioned above and the relevant documents as proof must be attached.
5. Firm must submit completion certificate/ work order.
6. GST registration should be available with the bidder.
7. Interested parties should have registered office at Jhansi, Uttar Pradesh. It is to be noted that Chartered Accountant must be stationed at Jhansi and mandatorily should be in BIDA office for atleast 2 hour per day.
8. Firm must have copy of Authority letter to sign tender and related documents or ICAI constitutional certificate.

**RFP Requirements**

1. Tender Fees : Non-refundable/ non-adjustable fee as per data sheet to be transferred online only.
2. Earnest Money Deposit : Refundable amount as per data sheet (through RTGS/ Bank transfer).
3. Bank Details
  - a. Account No: 50100495803005
  - b. Account holder name: Bundelkhand Industrial Development Authority
  - c. Bank Name: HDFC Bank, Jhansi
  - d. IFSC Code: HDFC0000453
  - e. Branch Name: Jhansi

**Other RFP Conditions**

1. Period of contract: The contract shall initially be for one year. However, strictly on the basis of the satisfactory performance and on the basis of the requirement of the

Authority, contract maybe extended at the sole discretion of the CEO, BIDA on the same terms & conditions or as decided by CEO, BIDA.

2. Right to accept / reject any bid: BIDA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
3. Performance security : The selected Bidder shall submit performance security of amount equal to 10% of project value.
4. Corrupt or fraudulent practices: BIDA requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of such contract.
5. In pursuance of this RFP, the terms are set forth as follows
  - a. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of the public official in i-he procurement process or in contract execution.
  - b. "Fraudulent practice" means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the Department and includes collusive practice among Bidder (prior to or after bid submission deigned to establish bid prices at artificial non-competitive levels and to deprive Department of the benefits of the free and open competition.
  - c. BIDA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - d. BIDA will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract il at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
6. Penalty :
  - a. In case the service provider fails to execute the work, a penalty will be imposed which has to be decided on the gravity of the complaint by CEO, BIDA.
  - b. Work shall be time bound and each and every work shall be completed in due time or a penalty of 1% per week shall be imposed of the monthly billing amount.

The service provider is required to provide the quarterly internal audit report before the last day of next month. Vouching, reconciliation, for all accounts of work be done on monthly basis.

- c. Any penalty / late fee due to delay in statutory dues/ returns shall be the responsibility of the firms.
7. Submission of Bids : As per GeM.
  8. Payment will be made to service provider after receiving satisfactory report of work from officer in charge as per Scope of work and as per contract agreement. It will be made on quarterly basis and last quarter payment will be made after completion of all the works.
  9. Arbitration : The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between BIDA and the Bidder in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the CEO, BIDA who shall give written award of his decision to the Bidder. The decision of the CEO, BIDA will be final and binding.
  10. Force Majeure:
    - Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
    - No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
      - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
      - has informed the other party as soon as possible about the occurrence of such an event.
      - the dates of commencement and estimated cessation of such event of Force Majeure; and
      - the manner in which the Force Majeure event(s) affects the Party’s obligation(s)

under the Contract.

- The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the CA firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

11. General terms & conditions :

- a. The contract is for one year and work as described in Scope of Work of the Tender document. The contract may be terminated by either party after giving a notice period of one month. Contract may be extended up to the two on yearly basis.
- b. The successful interested party shall be required to enter into an agreement with BIDA within 10 days of acceptance of the proposal. The schedule of quantity and prices filled in by the successful tenderer and the conditions of the contract, the conditions of tender of the successful interested party and the letter of acceptance of the tender shall form a part of the agreement to be signed. The cost of the Stamp Paper required for the agreement will be borne by the successful bidder.
- c. BIDA reserves the right to accept or reject any tender without assigning any reason thereof.
- d. Tenderers who do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- e. Tenderer shall have to sign all the pages of tender documents.
- f. Tenderer is not allowed to make additions/ alterations in the tender document, such additions and alterations shall be at the tenderer's own risk and the tender document is liable to rejection. Conditional documents shall not be accepted.
- g. Subletting of the work will not be permitted.
- h. This contract is subject to the legal jurisdiction of Jhansi (UP).

- i. The service provider shall have in no manner any right, title, or interest in any document of BIDA and should in no manner use other than as prescribed in the contract agreement.

12. Commercial quote :

- a. The price quoted in financial bid shall be inclusive of GST (at applicable rate)
- b. In case same rate comes from two or more firms, the L1 firm shall be selected as per GeM portal rules and guidelines.

13. Project estimate cost: INR 6.61 Lakh including GST per annum.

## TECHNICAL BID

### Annexure A

S. No	Particulars	Attached (Y/N)	Remarks
1.	Copy of valid Registration of the firm		
2.	Declaration for not convicted by the court of law (Annexure B)		
3.	Copy of ITR and Profit Loss Account depicting turnover to be enclosed	FY 2021-22 FY 2022-23 FY 2023-24	
4.	Copy of certificates proving past experience such as Work order/ Completion certificate for similar works in Central Government departments/ State Government departments/ PSUs.		
5.	Copy of GST registration		
6.	Copy of ITR of consecutive three financial years	FY 2021-22 FY 2022-23 FY 2023-24	
7.	Full address of Registered Head office.		
8.	Copy of authorization Letter/ICAI constitutional certificate showing name.		
9.	Name & contact detail of CA to be deployed.		
10.	Registration certificate of CA to be deployed		
11.	Tender fee receipt/ payment proof with UTR number		
12.	EMD receipt/ payment proof with UTR number		

**Annexure B**

(Firm letter head/Stamp paper Rs 100)

Declaration of Bidder

- I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
- I we agree to abide all terms and conditions mentioned in tender document.
- My / our firm has not been convicted by the law of court.
- I/we have not provided any false/misleading information.

(Signature of the Tenderer)

With name and Seal

Complete address of the bidder

With Mobile No.