



Request for Proposal (RFP)

for

Constituting Panel of Chartered Accountants for conducting Statutory Audit for development of International Film City in YEIDA

Location: Gautam Budh Nagar District, Uttar Pradesh

Reference No: YEA/Planning/1478(1)/2026

Date: 23.01.2026

Issued by:



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, P-2, Sector- Omega I,

Greater Noida, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308

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Notice Inviting Tender



Yamuna Expressway Industrial Development Authority
First Floor, Commercial Complex, P-2, Sector Omega 1, Greater Noida, Uttar Pradesh-201308

Letter No: Y.E.A./Planning/1478(1)/2026 **Dated: 22.01.2026**

**Constituting Panel of Chartered Accountants for conducting
Statutory Audit for development of International Film City in YEIDA**

Detailed RFP document is available on the E-Procurement Portal of Government of UP (<https://etender.up.nic.in/>) from **23.01.2026**. The authority seeks Constituting Panel of Chartered Accountants for conducting Statutory Audit for development of International Film City in YEIDA.

Interested Applicants are required to submit their proposal online on the E-procurement website on or before **16.02.2026 at 17:00 hrs. (IST)**. In case of any queries, the Bidders are invited to contact on the following email id: **skbhatiapcs@gmail.com; yeida.planning@gmail.com.**

GM (Planning), YEIDA

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण के अधिसूचित क्षेत्र में प्राधिकरण द्वारा स्वीकृत मास्टर प्लान के अतिरिक्त प्लॉटिंग/हाउसिंग/कॉलोनी या किसी भी प्रकार का अन्य निर्माण पूरी तरह से अवैध है। सामान्यजन इस प्रकार की खरीद - फरोख्त से पूर्णतः सचेत रहें तथा कॉलोनाइजर के भ्रामक विज्ञापनों से बचें। अधिक जानकारी के लिए प्राधिकरण की वेबसाइट www.yamunaexpresswayauthority.com देखें।

Disclaimer:

This Request for Proposal (RFP) for Constituting Panel of Chartered Accountants for conducting Statutory Audit for development of International Film City in YEIDA (hereinafter referred to as the "Project") contains brief information about the scope of work and selection process for the Successful Bidder (or "Consultant"). The purpose of the e- Bid document is to provide the Bidder/ Vendor with information to assist the formulation of their application ("the Application"). The services related to fund raising as envisaged by the Authority will further be known as "the Project".

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

Yamuna Expressway Industrial Development Authority ("YEIDA"), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

YEIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. YEIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid.

Data Sheet

1	Name of the Bid	Request for Proposal (RFP) for Constituting Panel of Chartered Accountants for conducting Statutory Audit for development of International Film City in YEIDA
2	Duration of Selection	Empanelment for 5 years
3	Method of selection	Empanelment
4	Bid Processing Fee	INR 5,000.00 + 18% G.S.T. i.e. INR 5,900.00 (Five Thousand Nine Hundred Only) (through e-tender portal Only) (Non-refundable)
5	Empanelment Fees	Refundable amount of INR 1,00,000.00 (INR One Lakhs Only) (through e-tender portal Only)
6	Financial Bid to be submitted together with Technical Bid	No
7	Name of the Authority's official for addressing queries and clarifications	Mr. Shailendra Kumar Bhatia (Nodal Officer, Film City) Yamuna Expressway Industrial Development Authority First floor, Commercial complex. P-2, Sector- Omega 1 Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308 Email: skbhatiapcs@gmail.com; yeida.planning@gmail.com; Website: http://yamunaexpresswayauthority.com/
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	23.01.2026
	Last date of receiving queries	03.02.2026 by 5:00 PM IST
	Pre-bid conference	04.02.2026 at 3:00 PM IST Join Zoom Meeting https://us06web.zoom.us/j/89588174093?pwd=vpjyXSjLKfew82csoMg4yz0tNjd9xy.1 Meeting ID: 895 8817 4093 Passcode: 12121
	Date and time for submission or Proposal Due Date (PDD)	16.02.2026 (5:00 PM IST)
	Opening of Technical Bids	17.02.2026 (11:00 AM IST)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Notice of Selection	To be communicated
12	Signing of Agreement	To be communicated
13	Consortium to be allowed	No
14	Sub-contracting is allowed	No

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1. Background

The YEIDA area is spread around the Yamuna Expressway - a 100m wide and a 165 km long expressway on the eastern bank of Yamuna River. Inaugurated in August 2012, the Expressway lies between YEIDA and Agra which has reduced the travel time considerably. The new six-lane (extendable to eight-lane) access controlled Expressway with brand name of Yamuna Expressway has also opened up a vast area on the eastern bank of Yamuna river for urban and industrial development

The Yamuna Expressway Industrial Development Authority has been constituted with the objective to secure the planned development of this industrial development area. To achieve this objective, YEIDA will optimize on the present potential, enhance investment climate and promote the economic development of the area through creation of a sustainable environment, supported by world-class infrastructure.

The main functions of the Authority included the following:

- Acquisition of land for construction of Expressway and area development
- Execution of Yamuna Expressway project
- Preparation of Master plan for planned development of the industrial development area
- Development of Infrastructure facilities such as drainage, feeder roads, electrification and other facilities in the area

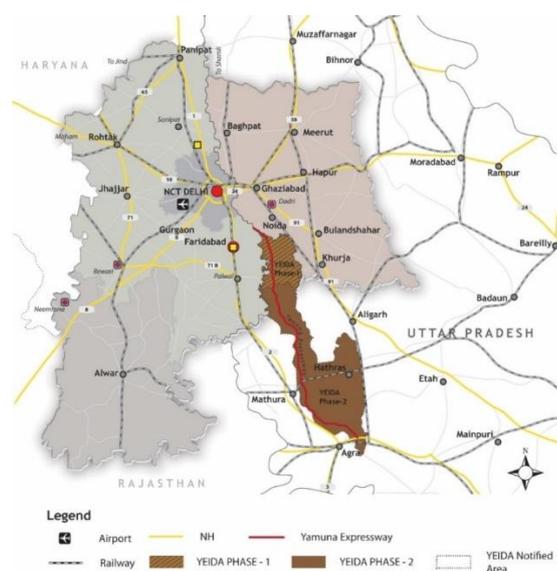


Figure 1: The YEDIA Region

The region is proposed to be developed in phases, currently identified in two phases as indicated in figure 1 above. Overall, five urban nodes are proposed in this region. One urban node that lies in Gautam Budhh Nagar district has been approved by Government of UP and development works have also started here. Four more urban nodes are proposed in Raya, Tappal-Bajra, Agra and Hathras.

The Draft Master Plan for Phase I (urban node in Gautam Budh Nagar) has been prepared and is approved by the State Govt. of UP. This master plan has been incorporated in the sub-regional plan of UP NCR. The Master planning of remaining four urban nodes is in process.

Both social and physical infrastructure projects are included with a view to setting a parallel pace of rapid social and economic development in YEIDA region. YEIDA intends to harness its resources through multiple investment avenues, grants, annuities and other guaranteed payments from Government; returns from investments, loans from domestic/bilateral/multilateral financial institutions, etc. Opportunity for direct investment in infrastructure will be abundant through the various projects envisaged, viz. Agro Parks, Industrial Parks, Information Technology Parks, Cultural Complexes, Sports Facilities, Major Roads, Bridges, High Speed Rail Corridors, Ports, Airports, etc. With the wide range of investment and employment opportunity envisaged YEIDA will spearhead an unprecedented fast-paced all-round development in the Region.

1.1. Brief description of the selection process

YEIDA has adopted a two-stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and price bids to be submitted on Proposal Due Date. In the first stage, a technical evaluation will be carried out as specified in Clause 3.9.9 (1). In the second stage, a price evaluation will be carried out as specified in Clause 3.9.9 (2). Proposals will finally be ranked according to their combined technical and price scores as specified in Clause 3.9.9. However, top 5 firms shall form the Panel and accordingly there will be 4 firms in reserve, if the Concessionaire intends to choose another firm from the Panel at a later date.

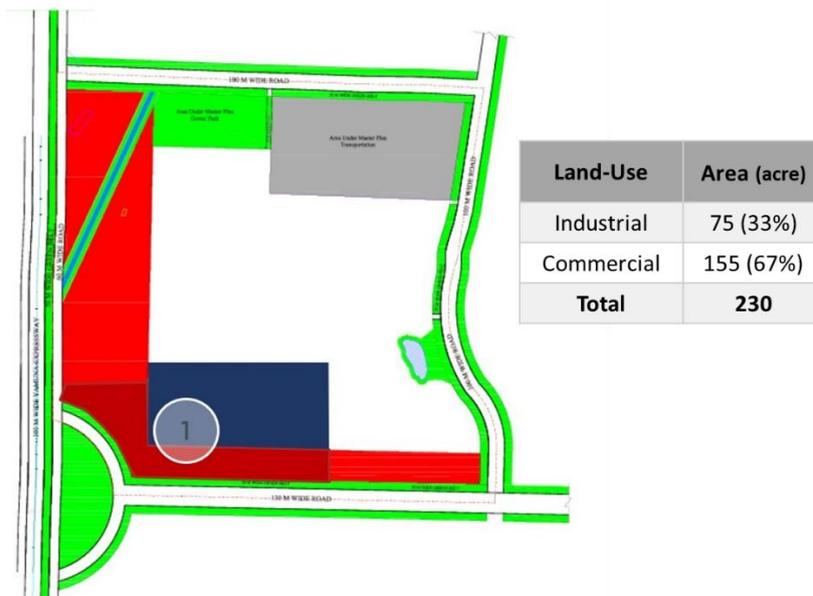
Communications

All communications including the submission of Proposal should be addressed to:

Attention of	Mr. Shailendra Kumar Bhatia
Designation	Nodal Officer, Film City/ General Manager, Planning Department
Address	Yamuna Expressway Industrial Development Authority, 1st floor, commercial complex, sector- Omega 1, Greater Noida
Tel no.	0120-2395157 (2)
Email Address	skbhatiapcs@gmail.com yeida.planning@gmail.com;

2. Terms of Reference

The Government of Uttar Pradesh (“GoUP”) has envisaged development of a film city having the constituents set out below in Sector 21, Yamuna Expressway Industrial Authority Area (Phase – 1), in the State of Uttar Pradesh (hereinafter referred to as the “Film City”). Following the development of Noida International Airport (near Jewar), the region is inclined to witness various growth opportunities and advancements in the coming years. In this regard, in consultation with the GoUP, the development of a Film City is proposed in Sector 21 in YEIDA region. A land parcel of approx. 1,000 acres has been identified for the same. The identified site has a combination commercial and industrial use. The Authority intends to assess the viability of the project with an integrated and disintegrated approach and recommend most viable option and suggest modifications (if any) for effective development of the Film City. The site map of the Film City is as follows:



For the development of the Film City, GoUP has procured clearances/approvals from other government agencies/department and ministries. GoUP represented by YEIDA through GO no. 765/nineteen-2-2020-163/2017 dated 03.11.2020 (hereinafter referred to as the “Authority” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) is responsible for the development, operation and maintenance of the Film City through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis.

The Concessionaire (Bayview Bhutani Film City Private Limited) shall ensure development of the filming facility and the filming institute which shall form part of the Project Facilities (as defined in the Concession Agreement). In addition to the aforesaid, the Concessionaire shall have an option to develop other assets such as amusement park, hospitality, retail, serviced villas, commercial office, F&B focused retail development etc., an indicative list of which is provided in Schedule F of the Concession Agreement.

Total Estimated Project Cost for the developer (as per the DPR) for the Film City (Phase-1) development has been estimated to be approx. INR 1,510 Crores.

In pursuance of the above, the Authority has decided to carry out the process for Empanelment of 05 (five) agencies for providing the specified services during a period of 05 (five) years on mutually agreed terms in accordance with the Terms of Reference specified in this RFP.

Notwithstanding anything contained in this RFP, in case of any inconsistency, ambiguity, or conflict between the terms and conditions of this RFP and the Concession Agreement, the terms of the Concession Agreement shall prevail and have overriding effect.

2.1. Scope of Services

As per the Concessionaire Agreement signed on 27.06.2024, the following shall be the scope of work for the firm (but not limited to):

As per ARTICLE 26: ACCOUNTS AND AUDIT of the Concessionaire Agreement

2.1.1. Audited accounts

- i. The Concessionaire shall maintain books of accounts recording all its receipts (including all Gross Revenue and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right either through itself or through any of its authorised representatives, to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.
- ii. The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, giving summarised information of the Gross Revenue, and any other information, in the manner and form prescribed by the Authority or Securities and Exchange Board of India for publication of quarterly result by the Companies listed on a stock exchange.
- iii. On or before the 31st (thirty-first) day of May each year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) Gross Revenue and other revenues derived from the Project, any other assets associated with the Project and earned directly by the Concessionaire (b) such other information as the Authority may reasonably require.

2.1.2. Appointment of auditors

- i. The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants ("Panel of Chartered Accountants"), such list to be prepared substantially in accordance with the criteria set forth in Schedule M. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.
- ii. The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.
- iii. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "Additional Auditors") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.
- iv. The Authority shall have the right, but not the obligation, to appoint at its cost, for the duration of the Construction Period, another firm (the "Concurrent Auditors") from the Panel of Chartered Accountants to undertake concurrent audit of the Concessionaire's accounts.

2.1.3. Certification of claims by Statutory Auditors

- i. Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter

incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of annual instalment of Concession Fee as per Clause 21.3.

2.1.4. Set-off

- i. In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 38.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

2.1.5. Dispute resolution

- i. In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.

Note: Any clause or condition mentioned in the Concessionaire Agreement shall be applicable in addition to the above-mentioned conditions.

2.2. Deliverables, Timeline & Payments

2.2.1. Deliverables

As per ARTICLE 26: ACCOUNTS AND AUDIT of the Concessionaire Agreement,

- i. The Concessionaire shall maintain books of accounts recording all its receipts (including all Gross Revenue and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right either through itself or through any of its authorized representatives, to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.
- ii. The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, giving summarized information of the Gross Revenue, and any other information, in the manner and form prescribed by the Authority or Securities and Exchange Board of India for publication of quarterly result by the Companies listed on a stock exchange.
- iii. On or before the 31st (thirty-first) day of May each year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarized information on (a) Gross Revenue and other revenues derived from the Project, any other assets associated with the Project and earned directly by the Concessionaire (b) such other information as the Authority may reasonably require.

Note: Any clause or condition mentioned in the Concessionaire Agreement shall be applicable in addition to the above-mentioned conditions.

2.2.2. Payments

As per the Clause 26.2.1 of the Concessionaire Agreement- *“The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (“Panel of Chartered Accountants”), such list to be prepared substantially in accordance with the criteria set forth in Schedule M. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.”*

The Bidder is required to undertake necessary field studies, analyse the data, develop a better understanding of the Project, and any other significant assessments necessary to effectively carry out the required scope of works.

Note: Any clause or condition mentioned in the Concessionaire Agreement shall be applicable in addition to the above-mentioned conditions.

3. Instructions to Bidders

3.1. General instructions

- 1) A Bidder shall not be entitled to submit multiple applications.
- 2) The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- 3) The Bidder shall carry out the services in compliance with the provisions of this RFP. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services as mentioned in Terms of Reference, as envisaged by the Authority, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- 4) Bidders shall be evaluated basis Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that YEIDA's decisions are without any right of appeal whatsoever.
- 5) Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
- 6) Bidder 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 judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. The Bidders shall certify the same in the Letter of Proposal - Form 1 (Appendix 5.1).
- 7) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to YEIDA before the last date for receiving queries/clarifications.
- 8) YEIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by YEIDA.
- 9) The quoted rate shall be written in figures and words, in the event of any discrepancy between figure and words the later would override the former.
- 10) The Bidder shall quote professional fee (in lumpsum terms) inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing.
- 11) The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

3.2. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process or cancellation of the bidding process on any account.

3.3. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- 1) made a complete and careful examination of the e-Bid;

- 2) received all relevant information requested from YEIDA;
- 3) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of YEIDA;
- 4) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
- 5) acknowledged that it does not have a Conflict of Interest; and
- 6) agreed to be bound by the undertaking provided by it under and in terms hereof.

3.4. Availability of Bid Document

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

3.5. Clarifications of e-Bid

- 1) During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- 2) In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- 3) However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 4.1.7 of this e-Bid document under Fraud and Corrupt Practices.

3.6. Amendment of e-Bid Document

- 1) At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its on iterative or in response to a clarification requested by a prospective Bidder, modify the e-Biddocument by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, YEIDA website www.yamunaexpresswayauthority.com and Corporation's website www.uplc.in through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 2) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or corporation's website www.uplc.in from time to time for any amendment in thee-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- 3) To allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>, and Corporation's website www.uplc.in .

3.7. Preparation and Submission of Proposals

3.7.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged between the Bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

3.7.2. Documents constituting the e-Bid

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

- 1) **Technical e-Bid:** Technical e-Bid will comprise of:
 - **Fee details:** Details of Bid processing fee and prescribed EMD
 - **Eligibility details:** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the contract.
 - **Technical evaluation:** Details of all documents needed for Technical evaluation as mentioned in this RFP
- 2) **Financial e-Bid:** Financial Bid as per the prescribed format given in **Appendix 5.8**

3.7.3. Documents establishing Bidder's Qualification

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

3.7.4. E-Bid form

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

3.7.5. E-Bid currency

Prices shall be quoted in lumpsum terms in Indian Rupees only.

3.7.6. Formats and signing of e-Bid.

- 1) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- 2) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution/Authorised Signatory etc.

3.7.7. Deadline for submission of e-Bid

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

3.7.8. Submission of e-Bid

- 1) The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- 2) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

- 3) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- 4) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.
- 5) No hard copy submission of the bid has to be made

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

- 1) For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- 2) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- 3) The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e- Bid document in the PDF as per formats given in the RFQ cum RFP document.
- 4) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 5) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
- 6) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is digitally signed using the DSC of the

Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

- 7) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 8) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

3.7.9. Late e-Bid

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

3.7.10. Withdrawal and resubmission of e-Bid

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

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

- 1) Notwithstanding anything contained in this e-Bid, YEIDA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2) The Authority reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by YEIDA, the supplemental information sought by YEIDA for evaluation of the e-Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a) invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.7.12. Period of validity of e-Bid

- 1) E-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Authority. An e- Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2) In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

3.7.13. Correspondence with the Bidder

- 1) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Partners in relation to acceptance or rejection of any e-Bid.
- 2) Subject to Clause 3.9.7, no Bidders or its Partners shall contact YEIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- 3) Any effort by the Bidder or by its Partners to influence YEIDA in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.

3.8. Earnest Money Deposit

- 1) The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
- 2) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- 3) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- 4) The successful Bidder's e-Bid EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.
- 5) The EMD may be forfeited:
 - If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

3.9. Opening and evaluation of Bids

Under Combined Quality cum Cost Based Selection (CQCCBS) process, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%

3.9.1. Opening of technical e-Bid by the Authority

- 1) The Authority will open all technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at System cell office, Yamuna Expressway Industrial Development Authority. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the date e-Bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.
- 2) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of YEIDA within the duration (strictly within opening & closing date and time of individual e-Bid of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- 3) The Bidders names and the presence or absence of requisite e-Bid security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 4) The Authority will prepare minutes of e-Bid opening.

3.9.2. Evaluation of technical e-bid

- 1) Subject to confirmation of the Bid Security, the Technical Bid will be taken up for determination of responsiveness of the Bid in terms hereof.
- 2) The Technical Bid shall be considered responsive only if:
 - a. it is received as per formats prescribed herein.
 - b. it is received by the Bid Due Date including any extension thereof
 - c. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - d. it does not contain any condition or qualification; and
 - e. it is not non-responsive in terms hereof.
- 3) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 4) Bidders who meet the eligibility requirements specified in Clause 3.9.8 hereof shall qualify for evaluation of their Technical Bids. Bids which do not meet the eligibility as per Clause 3.9.8 shall be rejected and shall not be evaluated further. The Technical Bids will then be evaluated as per the process laid in Clause 3.9.9
- 5) During the evaluation process of Technical Bids, the Eligible Bidders shall be invited to deliver a technical presentation. The date, time and venue for the presentation shall be communicated at a later date.
- 6) The Bidders who attain minimum 70 marks post the presentation and technical evaluation shall be eligible for the next stage and shall be declared as "Shortlisted Bidders".
- 7) The Authority shall inform the Shortlisted Bidders, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

3.9.3. Opening of financial e-Bid

- 1) After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e- Bids will not be opened.

- 2) The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may have sent by e-mail provided by Bidder.
- 3) The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, lumpsum price quoted for various items etc. will be announced at the meeting.
- 4) The Authority will prepare the minutes of the e-Bid opening.

3.9.4. Correction of Errors

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

3.9.5. Deleted

3.9.6. Process to be Confidential

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

3.9.7. Contacting the Authority

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

3.9.8. Conditions of eligibility of Bidders

The Bidders must fulfil all the eligibility conditions as mentioned below to be eligible for technical qualification evaluation:

Sr.	Criteria	Documentary Evidence
a)	The firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 2013, including any re-enactment or amendment thereof, of which at least ten should have been public sector undertakings	Company Incorporation Certificate/ ICAI Certificate
b)	Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking from participating in any project, and the bar subsists as on the PDD, would not be eligible to submit a Proposal either by itself or through its Associate.	Self-Declaration of Organisation's Letter Head
c)	An Applicant or its Associate should have, during the last 5 (five) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.	Self-Declaration of Organisation's Letter Head
d)	<p>The Applicant should have a minimum experience of conducting statutory audit, in the last 5 FY of the annual accounts of-</p> <p>a. at least one hundred (100) companies registered under the Companies Act, 2013, including any re-enactment or amendment thereof, with average annual turnover of INR 25 Cr in the last 5 FY (2019-20; 2020-21; 2021-22, 2022-23, 2023-24), and</p> <p>b. out of the hundred companies audited by the Applicant, at least ten should have been public sector undertakings, with average annual turnover of INR 25 Cr in the last 5 FY (2019-20; 2020-21; 2021-22, 2022-23, 2023-24).</p> <p>Note: The Bidder is required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty- five crores) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.</p>	<p>i. Work Order/ LoA or Agreement, clearly mentioning the Scope of Work, and</p> <p>ii. Completion Certificate from the Clients OR CA certificate for payment received with UDIN number</p>
e)	The Applicant should have at least 5 (five) practicing Chartered Accountants on its payroll, each with a minimum experience of	Self-Declaration of Organisation's Letter

Sr.	Criteria	Documentary Evidence
	10 (ten) years in the profession.	Head, clearly specifying the date of joining of the CA.
f)	The Applicant or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority.	Self-Declaration of Organisation's Letter Head.
g)	The firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.	Relevant document for last six months viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months

Note:

- The Bidder should fulfil all minimum requirements mentioned above. **The Bidder not having any one or more document/s mentioned above will not be considered as pre-qualified.**
- All documents should be self-attested by the Bidder. Any document found not attested will not be considered.

3.9.9. Evaluation of Bidders

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

Sr.	Criteria	Documentary Evidence	Maximum Marks
h)	<p>The Applicant should have a minimum experience of conducting statutory audit, in the last 5 FY of the annual accounts of-</p> <p>c. at least one hundred (100) companies registered under the Companies Act, 2013, including any re-enactment or amendment thereof, with average annual turnover of INR 25 Cr in the last 5 FY (2019-20; 2020-21; 2021-22, 2022-23, 2023-24), and</p> <p>d. out of the hundred companies audited by the Applicant, at least ten should have been public sector undertakings, with average annual turnover of INR 25 Cr in the last 5 FY (2019-20; 2020-21; 2021-22, 2022-23, 2023-24).</p>	<p>i. Work Order/ LoA or Agreement, clearly mentioning the Scope of Work, and</p> <p>ii. Completion Certificate from the Clients OR CA certificate for payment received with UDIN number</p>	1 (one) mark for each annual audit of the companies specified.

Sr.	Criteria	Documentary Evidence	Maximum Marks
	Note: The Bidder is required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty- five crores) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.		

3.9.10. Empanelment of Bidders

The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

3.9.11. Tie Bidders

- i. In the event that two or more shortlisted eligible Applicants score the same marks (Tie Bidders), the Authority shall list the number of companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty-five crores) whose accounts were audited by such Applicants in the preceding 5 (five) Accounting years.
- ii. The Authority shall arrange such Applicants in the descending order based on the number of companies as specified in Clause 3.9.9. The Applicant with highest score as per the list prepared in the descending order based on the number of companies, shall be shortlisted for including in the Panel of Chartered Accountants. An illustrative case is provided below for reference.

Consider ten eligible and technically responsive applications are received by the Authority. Table 1 illustrates the list of short-listed Applicants along with the marks scored by each Applicant. Table 2 illustrates the rearranged list in descending order of the marks scored by each Applicant.

Table 1 List of Eligible Applicants with scores

#	Company	Score
1	ABC	100
2	DEF	75
3	GHI	80
4	JKL	120
5	MNO	80
6	PQR	85
7	STU	80
8	VWX	25
9	YZA	50
10	AAA	45

Table 2 List arranged in descending order based on scores

#	Company	Score
1	JKL	120
2	ABC	100
3	PQR	85
4	GHI	80
5	MNO	80
6	STU	80
7	DEF	75
8	YZA	50
9	AAA	45
10	VXX	25

Table 3 Empanelment status of shortlisted Applicants

#	Company	Score	Status
1	JKL	120	Shortlisted
2	ABC	100	Shortlisted
3	PQR	85	Shortlisted
4	GHI	80	Tie Bidder
5	MNO	80	Tie Bidder
6	STU	80	Tie Bidder
7	DEF	75	Qualified
8	YZA	50	Qualified
9	AAA	45	Qualified
10	VXX	25	Qualified

Consider three out of seven short-listed eligible Applicants have scored the same marks. The Authority is yet to empanel two more shortlisted and qualified Applicants. In such an event, the Authority shall prepare a list of number of companies (as defined in clause XXX) audited by each Applicant. Table 4 illustrates the list of such Tie-Bidders along with their scores and numbers of companies audited. Table 5 illustrates the rearrangement of list in order to determine the Applicant who has audited highest number of companies.

Table 4 List of Tie Bidders with number of companies audited

#	Company	Score	No. of companies audited
4	GHI	80	19
5	MNO	80	11
6	STU	80	15

Table 5 List arranged in descending order based on number of companies audited

#	Company	Score	No. of companies audited
4	GHI	80	19
5	STU	80	15
6	MNO	80	11

Table 6 illustrates the empanelment status of the Tie-Bidders.

Table 6 Empanelment status of Tie Bidders

#	Company	Score	No. of companies audited	Status
4	GHI	80	190	Shortlisted
5	STU	80	150	Shortlisted
6	MNO	80	110	Qualified

Table 7 illustrates the final list of empanelled Applicants

#	Company	Score	Status
1	JKL	120	Empanelled
2	ABC	100	Empanelled

3	PQR	85	Empanelled
4	GHI	80	Empanelled
5	STU	80	Empanelled

3.9.12.Consultation with the Concessionaire

The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

3.9.13.Mutually agreed panel

- i. The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalise and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- ii. After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule M.

3.9.14. Notification of award

- 1) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- 2) Contract will be separately discussed and agreed between the firms constituting the Panel and the Concessionaire.

3.9.15.Empanelment Fees

Empanelment Fees of the successful bidder will be considered as the security deposit and will be released after completion of the assignment.

Before the contract is awarded to the Consultant, an agreement will have to be signed by the Consultant at his cost on proper stamp paper

- 1) In case of a successful bidder, the Empanelment Fees submitted by the bidder shall be forfeited under the following conditions:
 - a) If the bidder violates any such important conditions of this RFP.
 - b) If the bidder indulges any such activities as would jeopardize the interest of YEIDA in timely finalization of this RFP document.
- 2) The decision of YEIDA regarding forfeiture of this fees shall be final and not be called upon question under any circumstances. A default in such a case may involve black listing of the bidder.
- 3) Unsuccessful Bidder's fees will be returned promptly as possible after opening of the Price Bid.

4. General Condition of Contract

4.1. General Provisions

4.1.1. Definitions

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

- 1) "Consultant" means the successful bidder that will provide the Services to the Authority ("the Client") as a Chartered Accountant firm under the Contract
- 2) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- 3) "Government" means the Government of the Client's country/state
- 4) "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

4.1.2. Law Governing Contract

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

4.1.3. Language

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

4.1.4. Notices

- 1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 2) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

4.1.5. Authorized Representatives

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

4.1.6. Taxes and duties

TDS shall be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing.

4.1.7. Limitation of Liability

The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.

4.2. Commencement, Completion, Modification and Termination of Contract

4.2.1. Effectiveness of Contract

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

4.2.2. Commencement of Services

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

4.2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 4.2.6 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

4.2.4. Modifications or Variations

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

4.2.5. Force Majeure

1) 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 as to be considered impossible under the circumstances.

2) 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 in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) 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.

4) Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant 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 Service after the end of such period.

4.2.6. Termination

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

1) By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this GC Clause 4.2.6.(1). In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b. If the Consultant becomes insolvent or bankrupt.
- c. If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 4.7 hereof.
- g. If consensus is not reached between the client and the consultant on any decision during the execution of the services such as selection of borrowing/fund raising program, structure and/or terms of the borrowing/fund raising program, credit rating, coupon rate, etc. and the borrowing program / fund raising is abandoned, the mandate/contract will stand revoked without any obligation on either party

2) By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 4.2.6. (2):

- a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 4.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 4.7 hereof.
- d. If consensus is not reached between the client and the consultant on any decision during the execution of the services such as selection of borrowing/fund raising program, structure and/or terms of the borrowing/fund raising program, credit rating, coupon rate, etc. and the borrowing program / fund raising is abandoned, the mandate/contract will stand revoked without any obligation on either party

3) Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 4.2.6. (1) or 4.2.6. (2), the Client shall make the following payments to the Consultant:

- a. payment pursuant to GC Clause 4.5 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 4.2.6 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

4.3. Obligation of the Consultant

4.3.1. Standard of Performance

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

4.3.2. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or

on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

- (a) is or becomes public other than through a breach of this Agreement,
- (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the receiving party at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or
- (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

4.3.3. Documents prepared by the Consultant to be the property of the Authority

1. All plans, drawings, specifications, designs, reports, other documents (in hard and soft copies) and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
2. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.
3. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e. Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

4.3.4. Accounting, Inspection and Auditing

The Consultant

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

4.4. Obligation of the Client

4.4.1. Assistance and Exemptions

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

4.4.2. Services and facilities

The Client shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

4.5. Payments to the Consultant

Payments will be made to the account of the Consultant and according to the payment terms stated in the Contract. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

4.6. Good Faith and Indemnity

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

4.7. Settlement of Disputes

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

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

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

2. Arbitration: In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
3. Jurisdiction: Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the District Gautam Budh Nagar, to which both the parties agree to submit for these purposes. Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District Gautam Budh Nagar, Uttar Pradesh. The District Court shall have exclusive jurisdiction to settle dispute arising under this agreement

4.8. Fraud and Corrupt Practices

1. The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this E-Bid, the Authority shall reject a Bid without being liable in any manner what so ever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Consultant's Proposal.
2. For the purposes of this Clause 4.8, the following terms shall have the meaning here in after respectively assigned to them:

3. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.13 of this e-Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
4. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
5. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
6. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
7. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.9. Indemnity and Liability

1. To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other’s affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party’s use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.
2. The Contract requires that the aggregate liability of the selected Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder.

5. Appendix

5.1. Form 1: Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To:

CEO,
Yamuna Expressway Industrial Development Authority
First floor, Commercial complex. P-2, Sector- Omega 1
Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Sub: Submission of proposal for Constituting Panel of Chartered Accountants for conducting Statutory Audit for development of International Film City in YEIDA

Dear Sir/Madam,

With reference to your e-Bid Document dated 00-00-2025, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for _____ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices, is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- 1) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- 2) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.8 of the E-Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
- 3) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with Clause 3.7.11 of the E-Bid document;
- 4) I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;

- 5) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- 6) I/We further certify that the firm or personnel deployed for the Project have not been blacklisted/debarred by any Government/Government Board/Corporation/Company/Statutory Body/PSU company/Non-Government/Private Agencies and Funding Agencies as on the bid due date
- 7) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by YEIDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above-mentioned Project;
- 8) I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- 9) I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- 10) I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document.

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

5.2. Form 2: Financial capacity of the Bidder

Please provide with financial details about the Bidder along with Audited Financial statements attached as proofs. Along with that please provide financial information for each member in the following format:

S.No	Financial Year	Annual Turnover (INR)
1.		
2.		
3.		
4.		
5.		
	Average Annual Turnover (INR)	

On Behalf of (Name of the Bidder)

Signature of the Authorized Person Name: Designation

5.3. Form 3: Details of Bidders

1.	Name of the Firm:	
2.	Email id to share Pre-Bid Virtual meeting link:	
3.	Date of registration of the Firm:	Country:
4.	Location within Country:	
5.	Address for Communication:	
6.	i. Contact person: ii. Mobile No.: iii. Fax: iv. Email id:	
7.	PAN registration Number (Copy of PAN Card to be enclosed)	
8.	GST registration number (Copy of GST registration to be enclosed)	
9.	Registration proof (Copy Firm/LLP copy of registration from ICAI to be enclosed)	
10.	Whether authorization like Power of Attorney/Board Resolution etc. enclosed	
11.	Whether EMD submitted	
12.	Any Other information bidder desired to add	
13.	Copy of certificated for the following: <ul style="list-style-type: none"> • PAN card • GST registration • Incorporation Certificate • ICAI Registration Certificate 	

On Behalf of (Name of Bidder)

Signature of the Authorized Person Name:

Designation:

5.4. Form 4: Credential format

Firm’s relevant experience/Technical Expertise:

(Bidders to provide details for relevant category applied for)

Bidder’s details of experience in working:

Various Branches/ Unit of one entity are to be considered one Company, in the last five financial years along with the work orders/completion letters or any other proof of work completion.

#	Name of Client	Financial Year in consultancy was provided	Turnover for the Client in particular FY	Project Details	Supporting documents enclosed	Reference Page Number for Form 4B
1						
2						
3						

On Behalf of (Name of Bidder)

Signature of the Authorized Person

Name:

Designation:

Documentary Evidence:

Work order/ copy of few pages of the contract agreement/letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:

- a. Client certificate specifying similar experience or
- b. Completion certificate or
- c. CA certification for 100% completion and payment of the project
- d. Any other proof of work completion

(Appendix 5.4: Form 4)

Note: Any information which may be confidential in nature may be redacted. Only relevant pages of the documents to be submitted as evidence of projects undertaken.

5.5. Form 6: Bidder's organization and experience

[Provide here a brief (three pages) description of the background and organization of your firm/entity]

5.6. Form 7: Non-Blacklisting declaration

(On Bidder's letter head)

<Location, Date>

To,

CEO
Yamuna Expressway Industrial Development Authority
First floor, Commercial complex. P-2, Sector- Omega 1
Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Subject: Non-Blacklisting declaration in connection with RFP No: YEIDA/FINANCE/---/2025 dated --/--/2025 for Constituting Panel of Chartered Accountants for conducting Statutory Audit for development of International Film City in YEIDA

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization intends to submit a proposal in response to invitation for <RFP Name> . In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We have not been blacklisted/debarred/termination of contract by any Government/Government Board/Corporation/Company/Statutory Body/PSU company/Non-Government/Private Agencies and Funding Agencies as on the bid due date
- c. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature