

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Infrastructure And Industrial Development Department Uttar Pradesh
संगठन का नाम/Organisation Name	Directorate Of Industries
कार्यालय का नाम/Office Name	Noida Metro Rail Corporation
वस्तु श्रेणी /Item Category	Financial Audit Services - Internal Audit; CAG Empaneled Audit or CA Firm
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	21 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	11000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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।/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.

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

लाभार्थी /Beneficiary :

NMRC

Noida Metro Rail Corporation, Infrastructure and Industrial Development Department Uttar Pradesh, Directorate of Industries,
(Noida Metro Rail Corporation)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Financial Audit Services - Internal Audit; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Internal Audit
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Internal control of financial , Reliability of financial reporting , Investigating fraud , Compliance with law & regulations , Review system & processes , Compliance with contracts , Bank Transactions
Type of Industries/Functio ns	Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Owners Capital , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance , As per ATC
Frequency of Progress Report	Half - Yearly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Half - Yearly
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	354000

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Vijendra Pal Singh Komar	201301,Noida Metro Rail Corporation Block -III 3rd Floor Ganga Shopping Complex Noida Sec -29 Distt- G.B Nagar U.P Pin 201301	Project / Lumpsum Based	N/A

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

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 |/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.

---धन्यवाद/Thank You---

**NOIDA METRO RAIL
CORPORATION LIMITED
(NMRC)**

ADDITIONAL TERMS & CONDITIONS (ATC)

For

**Appointment of Audit Firm for conducting Internal
Audit for NMRC**

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Glossary

- a) **“Agreement”** means the Contract Agreement to be executed between NMRC and the Selected Bidder along with the GeM Order (GeM Contract).
- b) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- c) **“Bidder”** or **“Tenderer”** means any entity which is a sole proprietorship firm, a partnership firm or a company, in title and assigns which is submitting its tender pursuant to Bid
- d) **“Bid Due Date”** means Bid Submission end date and time given in the tender
- e) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation” or “Employer”)
- f) **“Party”** means Consultant or Corporation (together they are called **“Parties”**)
- g) **“Re. or Rs. or INR or ₹”** means Indian Rupee
- h) **“Selected Bidder/Service Provider/Consultant”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.



NOTICE INVITING TENDER

Noida Metro Rail Corporation Limited (NMRC) invites bids from eligible bidders for Appointment of Audit firm for Conducting Internal Audit for NMRC.

1.	Name of the Bid	Appointment of Audit Firm for Conducting Internal Audit for NMRC
2.	Earnest Money Deposit (EMD)	As per GeM Bid (Rs.11,000/-)
3.	Bid System	Two Bid System (Technical and Financial)
4.	Name of the Corporation and Official	General Manager - Finance Noida Metro Rail Corporation, Block-III,3rd Floor, Ganga Shopping Complex, Sector-29, Gautam Buddha Nagar, Noida 201301 Contact No.0120-4344483/84-230 Email: acnmrc@gmail.com Website:www.nmrcnoida.com Portal for Online Bidding: https://gem.gov.in/
5.	Bid Validity Period	180 days
6.	Bid Currency	INR
7.	Key Dates	As per GeM Bid
a)	Issue of Bid	
b)	Last date of receipt of Pre-bid queries	
c)	Last date of issuing amendment, if any	
d)	Last Date of Bid Submission	
e)	Date of Technical Bid Opening	
8.	Sub-contracting is allowed	No
9.	Account details	For EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, UP - 201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.



Anupama

अनुपमा परमार/Anupama Parmar
महाप्रबंधक(वित्त)
General Manager (Finance)
नोएडा मेट्रो रेल कॉरपोरेशन लिमिटेड

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1. Section 1: General Information

Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line of 29.707 Km between Noida and Greater Noida is already operational. Further two new extension lines from depot station to Boraki and Noida sector -142 to Botanical Garden are approved.
- d. Bids are invited for Appointment of Audit firm for Conducting Internal Audit for NMRC for a period of 3 (Three) year subject to satisfactory services, which may be extended for a further period of 1 (one) year on mutual agreement and subject to satisfaction of Service.

About Location

The metro corridor is 29.707 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises of 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station or Metro Depot in Greater Noida in Greater Noida. **The map is in Section 7, Appendix 1: Metro Alignment.**



2. Section 2: Terms of Reference

2.1 Tenure

The Corporation intends to appoint a consultant for providing internal audit services on a contractual basis to NMRC for a period of 3 (Three) years subject to satisfactory services, which may be extended for a further period of 1 (one) year on mutual agreement and subject to satisfaction of Service.

Planning: The Internal Auditor should develop and document a plan for each Internal Audit engagement to help him, conduct the engagement in an efficient and timely manner and as per the pronouncement of the Institute of Chartered Accountants of India. The firm shall provide the audit schedule well in advance (at least one week before start of audit) for proper arrangements for audit.

2.2 Key Objectives

- a. To ensure voucher / evidence based payments to improve transparency.
- b. To ensure accuracy and timeliness in maintenance of books of accounts and financial reporting.
- c. To ensure adequacy and accuracy of periodical financial statements.
- d. To ensure compliance with laid down systems, procedures and policies.
- e. To assess, establish & improve efficiency of operations and overall internal control systems for prevention of frauds.
- f. To confirm on the reliability and integrity of financial and operational information.
- g. To shorten the interval between transaction and its examination by an independent person not involved in its documentation.
- h. To perform substantive checking in key areas and on the spot rectification of deficiencies to prevent the incidence of serious errors and fraudulent manipulations.
- i. To supplement the efforts of the organization in carrying out simultaneous internal checks of the transactions and compliance with the laid down systems and procedures of the organization.
- j. To supervise day to day accounting of payments & receipts of revenue and capital nature as per the various contract terms.
- k. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including that used in decision making.
- l. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
- m. To verify that the system of internal check and internal control is effective in design and operation.
- n. To verify that the system of internal check and internal control is effective in design and operation in order to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
- o. To identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
- p. To be involved in physical verification of assets of the company once in a year by 31st March as per detailed programme promulgated by the company.
- q. To check all items of Revenue/income and expenses/Expenditure on concurrent basis for their accuracy and reliability.
- r. The audit compliance includes the 100% audit of vendors' bill and complete & detailed audit verification of the final bill of the contractors for the project activity within the time frame as per NMRC existing policy & procedures. The guidelines issued by Institute of Chartered Accountant of India on various standard on



Appointment of Audit firm for Conducting Internal Audit for NMRC

Auditing as amended from time to time may also be followed in this regards

- i. To verify and scrutinize payments to contractors with reference to respective agreements and adjustment thereof while accounting for the work done by them and ensure those deductions in respect of mobilization & other advances, statutory deductions, etc. are correctly made from the bills. Also verify that all accounts are reconciled from time to time.
- ii. To verify work-in-progress with reference to field records such as Interim payment certificates and certification of progress issued by the executive, quantum of work-in-progress recorded should be compared with work orders/ contracts and subsequent approvals for variations, to ensure that payments are duly authorized.
- iii. To check that adjustments for returns, shortages, damages and unserviceable stores and materials at sites are properly made.
- iv. To ensure compliance of all contract/agreement conditions pertaining to finance and accounts, taxation and other applicable commercial laws/provisions.
- v. To review terms and conditions of tender documents and agreements, verification of bank guarantees, insurance policies and specific emphasis to be given on final payments.
- vi. To plug loopholes, which might have crept in the system due to passage of time and complacency on the part of persons particularly, engaged in financial concurrences, release of payments, updating accounting records, authorizations as per Financial Accounting System etc.
- s. Additional objectives, if any, as would be deemed fit by the management.
- t. Any other issue or matter referred by the management for detailed Checking from time to time including pre-audit in any area of finance and accounts in the time frame given by the management.

2.3 Scope of Work / Responsibility

The Internal Audit Service will consider the adequacy of controls, necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that management has taken the necessary steps to achieve these objectives and manage the associated risks.

The scope of Internal Audit work should cover all project, operational and management control and should not be restricted to the audit of systems and controls necessary to form an opinion on the financial statements.

The audit will be carried out in accordance with the relevant standards of auditing and will include such tests and controls as the auditor considers necessary under the circumstances. The scope & responsibilities of the Internal Audit function includes both in the project phase and the operational phase.

The responsibilities of the Internal Auditors shall include reporting on the adequacy of internal controls, the accuracy and propriety of transactions, the extent to which assets are accounted for and safeguarded, the level of compliance with financial norms and procedures for the operational guidelines.

The Scope of work given below is illustrative and not exhaustive. There might be addition or deletion depending on the circumstances which shall have to be factored in the scope of work.

2.4 Internal Audit (Half Yearly Basis)

- a. To undertake cash , bank and ledgers reconciliation
- b. To verify all vouchers
- c. To verify the adequacy and accuracy of accounting, financial controls including application of accounting standard



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- d. To identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
- e. To check the adjustments for returns, shortages, damages, and unserviceable stores and materials at sites are properly made.
- f. To check on revenue management such as on:
 - i. Interest Receivables
 - ii. Other Incomes
 - iii. Sale of tender Doc
 - iv. Sale of other items
 - v. Fare Box Revenue (Daily Collection Reports verification)
 - vi. Revenue collected in advance – (unutilized fare box revenue/ smart card etc.)
 - vii. Revenue collection from City Bus Service
 - viii. Non fare box revenue (Rental Income from Property, Advertisement & Hoarding, Other Incomes – Advance etc.)
 - ix. All direct and indirect income from both project of NMRC
- g. To review the RFQ Procedure & Processes
- h. To review the relevant Agreements, transactions, documents and other records maintained.
- i. To verify services outsourced and related documentations.
- j. To ensure compliance with Indian Contract Act, 1872, Companies Act, 2013, Foreign Exchange Management Act, 1999, GST and Other applicable taxes.
- k. To ensure Compliance with Indian Accounting Standards.
- l. To ensure correct reporting as required under Income Tax Act, 1961 or 2025 as applicable.
- m. To suggest cost savings measures.
- n. To suggest compliance with Labour Laws, Labour Cess – Remittance / Filings, ESI compliance / Remittance & Filing, PF remittance / filing.
- o. To highlight deviations and suggesting areas of improvement.
- p. To carry out the compliance audit on pending issues
- q. Regulatory compliances**
 - i. To check the matters related with Grants and Borrowings verify the utilization of grants and borrowings.
 - ii. To review the regulatory compliance framework and provide suggestions on post review.
- r. O&M related expenditures**
 - i. Stores items
 - ii. Capital Expenditures
 - iii. Energy – Electricity / Diesel / Solar
 - iv. Water procurement
 - v. Salary
 - vi. All vendors' payments related to O&M – House Keeping, Facility management, Security,



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CRM etc.*

- vii. Imprest Management – Depot / Stations
- viii. Repairs & Maintenance
- ix. Insurance
- x. Any other recurring and non-recurring expenses relating to O&M
- s. To verify the adequacy and accuracy of accounting, financial controls including application of accounting standard.
- t. To verify latest trial balance available at the time of Audit.
- u. To verify that transactions are properly recorded, documented and vouched.
- v. To verify Revenue Leakage if any.
- w. To spot rectification of the irregularities and implementation of system and procedure.
- x. To verify other employee benefit related matters.
- y. To verify HR & Administration related processes.
- z. To provide suggestions for improvement.
- aa. To certify the Statement of Expenditure
- bb. To carry out Compliance audit of pending observations and to issue Compliance Certificate thereon, on Half Yearly basis.
- cc. To verify maintenance of fixed assets register showing particulars, including quantitative details and situations of fixed assets.
- dd. Audit of Physical verification of assets (yearly basis)**
 - i. Physical verification of all the assets installed at various locations of NMRC
 - ii. Reconciliation with Books of Account.

The scope of work is inclusive but not limited to above activities. The Consultant is supposed to work in Noida, Gautam Budh Nagar as per NMRC's requirements. The locations are earmarked in the map at Section 7, Appendix 1: Metro Alignment.

For detailed information about income & Expenditure may be accessed from NMRC official website from Annual Report section at <https://www.nmrcnoida.com/Annual-Report>



3. Section 3: Instructions to Bidders

3.1 General:

Bidder should read the Bid document carefully and understand the requirement before submitting their Proposal/Tender.

3.2 Language of RFP:

The tender/proposal submitted by the bidder and all subsequent correspondence including documents relating to the Bid exchanged between the bidder and the NMRC, shall be written in English language.

3.3 Earnest Money Deposit

- a. The tenderer shall furnish, as part of its Bid, EMD/ Bid security as stated in GeM Bid in form of NEFT/RTGS only in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **GeM Bid**. The copy of NEFT/RTGS receipt of Security/ EMD with transaction details must be enclosed along with the Bid.
- b. The exemption from paying EMD/ Bid security will be applicable as per General Terms & Conditions (GTC) of the GeM Bid.
- c. The Proposal submitted without earnest money deposit or without valid documentary proof for exemption, shall be summarily rejected.
- d. No interest will be paid by the Corporation on the Earnest Money Deposit.

3.4 NMRC's right to accept any Bid and to reject any or all Bids

- a. Notwithstanding anything contained in this Bid, NMRC 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.
- b. NMRC reserves the right to reject any Bid if at any time; a material misrepresentation is made or uncovered.

3.5 Bidders may regularly visit the GeM portal for any corrigendum/ addendum, updated information with respect to Bid and matter incidental thereto. No separate communication will be sent to individual bidders for the above matters. Bid as amended and uploaded on GeM Portal shall only be applicable.

3.6 Confidentiality

- a. 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 NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC 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 NMRC or as may be required by law or in connection with any legal process.

3.7 Signing of Agreement:

Upon award of the Contract, the Selected Bidder shall execute the Agreement, at its own cost, on a non-judicial stamp paper of the prescribed value within Forty-Five (45) working days from the date of award of GeM order. The Agreement shall be in the format prescribed in this Bid document and shall incorporate all terms and conditions contained therein. The Agreement shall not be executed unless the Selected Bidder has submitted the required Performance Bank Guarantee.



4. **Section 4: Minimum Eligibility Criteria:**

4.1 The Bidder (Chartered Accountant Firm) shall meet **all** the technical **eligibility criteria specified** below and submit valid documentary evidence in support of its claims.

S.No.	Parameter	Pre-qualification Criteria Description	Evidence required
1.	Legal Entity/ Registration of Firm	a. The Bidder must be registered with the Institute of Chartered Accountants of India (ICAI) and must have valid PAN, and GST registration certificates.	i) ICAI Registration Certificate, PAN and GST Registration/ Certificates ii) Provide details as per Form 1: Firm Details
		b. The Bidder must have been operational for at least 10 years from the date of its registration as on 31st March, 2026.	
2.	CAG Empanelment	The Bidder must have a valid empanelment with the Comptroller and Auditor General of India (C&AG).	Valid Empanelment / Registration Certificate with C&AG of India.
3.	Professional Strength	a. The Bidder must have at least five (5) Fellow Chartered Accountants (FCA) and at least two (2) Associate Chartered Accountants (ACA), as per the ICAI Constitution Certificate as on the bid submission end date.	ICAI Registration Certificate
		b. The Bidder should have following Qualified Employees with itself: i. Inter CA Qualified - 05 Nos. ii. Paid Assistant - 10 Nos.	Form 2: Presence of in-house qualified staff of the Bidder
4.	Experience	The Bidder must have experience of handling minimum Eight Internal Audits in an entity having turnover of ₹100 crore or more and minimum Five Statutory Audits during last 5 years in Government/Government Authority/Central or State PSUs/Metro Organization/Statutory or Autonomous body.	Work orders/ LOA, Contract Agreement along with client certificates/ completion certificates. (The bidder must attach the audited Profit & Loss Statement along with relevant schedules of the auditee's financial statements evidencing a turnover of ₹100 crore or more)



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5.	Bidder's Turnover	The Bidder must have an average annual turnover of at least INR 21 Lakhs during the last three (3) financial years ending 31st March, 2025.	<p>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 and a certificate (Form 3) from Chartered Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.</p> <p>The format for certificate from the Chartered Accountant to be submitted for Turnover is annexed as Form 3</p>
6.	Registered/ Branch Office	The Bidder must have a registered office/Head Office/Branch office in the NCT of Delhi or NCR.	ICAI Registration Certificate/Lease Agreement/Rent Agreement/ Electricity Bill/GST Registration certificate.
7.	Declaration on non-blacklisting	The Bidder must not have been debarred or blacklisted from carrying out business by the ICAI, any Public Sector Undertaking (PSU), or any government entity.	Form 4: Self-certificate/undertaking on company's letter head duly signed by company's authorized signatory.

4.2 Joint Ventures & Consortiums are not allowed to participate in this Bid.

4.3 NMRC reserves the right for deduction of NMRC dues from Consultant's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Consultant.

- i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Service Provider or any of his director/ employees/ representatives/ servant/ agent, etc.
- ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing the Service Provider or any person duly empowered in his behalf.
- iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.



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4.4 Once the amount under above Clause 4.3 is debited, the Service Provider shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Service Provider Event of Default and will entitle NMRC to deal with the matter as per the provisions of Bid and Agreement.

4.5 Other Instruction

- a. Canvassing in connection with the tenders is strictly prohibited and the tenders, submitted by Bidder, who resort to canvassing, are liable to be rejected. EMD will be forfeited of those tenders who will be found non serious and if it is felt by the tender committee that the Bidders submitted their tender only to influence the tendering process.
- b. On acceptance of the tender, the name of the accredited representative of the Service Provider, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated by the Service Provider to the NMRC or the official deputed by NMRC in writing.

4.6 Submission of Reports

The report shall be submitted to NMRC after discussion and obtaining comments from the respective departments. The Half-Yearly Internal Audit for the period April to September shall be conducted by 15th November, and the audit report for the same shall be completed by 30th November each year. Similarly, the Half-Yearly Internal Audit for the period October to March shall be conducted and completed by 30th April, and the audit report shall be submitted by 15th May each year or as mutually agreed between the parties as per convenience.

4.7 Payment Terms

The standard payment terms subject to recoveries, if any, by way of liquidated damages will be as under-

- a. The payment shall be made on a Half Yearly basis as per the accepted price.
- b. Though the contract amount to be approved pursuant to this tender process would be for one / three year, the Consultant will raise Half Yearly bills post the submission of Half Yearly Audit Report to the GM Finance and CFO, Noida Metro Rail Corporation. The invoice shall be verified and payment shall be released by NMRC to the applicant subject to the fulfillment of the services to the satisfaction.
- c. Payments due shall be made by NMRC through cheque/DD/RTGS/NEFT favoring the Agency as soon as possible after the receipt of bill in the Corporation.
- d. The payment shall be done after deducting direct/indirect tax and labour cess etc. as applicable.
- e. No amount of interest will be payable by NMRC, in case of delay or on any other count.
- f. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency.
- g. No advance payment will be made to the Agency.
- h. Payment will be made only for the personnel ordered & actually deployed by the agency.



5 Section 5: Special Conditions of Contract (SCC)

5.1 These conditions shall be part of the contract agreement to be executed between NMRC and the Selected Bidder (Service Provider) after award of the GeM Contract.

5.2 General Provisions

5.2.1 Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddha Nagar, Uttar Pradesh, India.

5.2.2 Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions 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, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

5.2.3 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these general conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

5.3 Taxes and Duties

The Agency and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Price.

5.4 Commencement, Completion, Modification and Termination of Contract

5.4.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

5.4.2 Commencement of Services

The Service Provider shall begin carrying out the Services from the as per the GeM Contract or any such date as specified by the Corporation.

5.4.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 5.4.6 hereof, these general conditions shall expire at the end of such



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time period as given in the time schedule in Bid Document.

5.3.4 Modifications or Variations

Any modification or variation of the terms and conditions of these general terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.3.5 Force Majeure

- a. **Definition:** For the purpose of these general terms, "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.
- b. **No Breach of Contract:** The failure of a Party to fulfill 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 (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.
- c. **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.
- d. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled for reasonable time extension for such period.

5.4.6 Termination of Contract

a. By the Corporation (NMRC)

The Corporation may terminate this Contract in case of the occurrence of any of the events of default as specified in paragraphs i through x except vii and viii of this Clause.

- i. If the Service Provider fails to commence the work within 15 days from date of signing of contract or any other time timeframe as communicated by NMRC in written.
- ii. If the Service Provider 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 Corporation may have subsequently approved in writing.
- iii. If any information provided by the Service Provider in the Bid submission is found to be false later on.
- iv. If the Service Provider is not complying with applicable labour laws for the workers/staff deployed on the project.
- v. If the Service Provider becomes insolvent or bankrupt.
- vi. If the Service Provider, in the judgment of the NMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- viii. If the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- ix. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.10.2 hereof.



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- x. The Service Provider suspends or abandons the operations of the Project without prior consent of NMRC, provided that the Service Provider shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by NMRC of its obligations under this agreement.

b. Consequences in case of Termination in Event of Default by Service Provider

Without prejudice to any other right or remedy which NMRC may have in respect thereof under this Agreement, upon occurrence of an Event of Default, NMRC shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider, provided that before issuing the Termination Notice, NMRC shall by a notice in writing inform the Service Provider of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure period), NMRC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that:

- i. If the default is not cured within 30 (thirty) days of the Preliminary Notice, NMRC shall be entitled to encash the Performance Bank Guarantee with a notice to the Service Provider (Encashment Notice)
- ii. If the default is not cured within 30 (thirty) days of Encashment Notice and a fresh Performance Bank Guarantee is not furnished within the same period, NMRC shall be entitled to issue the Termination Notice.

c. By the Service Provider

The Service Provider may terminate the Contract, by not less than thirty (30) days' written notice to the Corporation, such notice to be given after the occurrence of any of the events specified in paragraphs i through iii mentioned below:

- i. If the Corporation fails to pay any money due to the Service Provider pursuant to the Contract and not subject to dispute pursuant to Clause 5.10 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- ii. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.10.2 hereof.

d. Payment upon Termination

Upon termination of the Contract pursuant to Clause 5.4.6, NMRC shall make the following payments to the Service Provider: (a) payment for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs i through vi, ix and x of Clause 5.4.6a, payment adjusted to the reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract and /or adjustment of performance security as case may be.

5.5 Obligations of the Service Provider

- a. **General:** The Service Provider shall always act, in respect of any matter relating to the Contract or to the Services, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Firms or third Parties.
- b. **Standard of Performance:** The Service Provider 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.
- c. **Conflict of Interest:** The Service Provider shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate



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interests.

- d. **Prohibition of Conflicting Activities:** The Service Provider shall not engage, and shall cause their Personnel as well as their Sub- Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- e. **Confidentiality:** Except with the prior written consent of the Corporation, the Service Provider shall not at any time communicate to any person or entity any information acquired in the course of the Services. This clause shall survive even after expiry of this contract.
- f. **Firm's Actions**

The Firm shall inform the Corporation in writing before taking any of the following actions:

 - i. Entering into a subcontract for the performance of any part of the Services,
 - ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the Firm
- g. **Reporting Obligations:** The Firm shall submit to the Corporation the reports and documents specified in deliverables section of RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.
- h. **Accounting, Inspection and Auditing:** The Firm 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 basis thereof.
- i. **Head/Branch Office:**

The Service Provider shall have a office in Delhi/NCR with requisite staff as required. Firm shall have their own equipment's/computers/software's etc. at their own cost for the entire duration of the project.
- j. The Service Provider shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Service Provider. The Service Provider shall indemnify and hold harmless the Corporation from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider or its personnel, including the Subcontractors and their personnel.

5.6 Obligations of the Corporation

The Corporation shall use its best efforts to ensure that it shall provide the Firm such assistance as reasonably required for the execution of the project.

5.7 Good Faith

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.

5.8 Firm's Personnel

The Firm shall employ and provide such skilled and experienced Personnel as are required to carry out the Services. If the Corporation finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then The Firm shall, at the Corporation's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Corporation. The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.9 Fraud and Corrupt Practices



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- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of GeM Order and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the GeM Order or the Contract Agreement, NMRC may reject a Bid, withdraw the GeM Order, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.9a hereinabove and the rights and remedies which NMRC may have under the GeM Order or the Contract Agreement, or otherwise if a Bidder, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the GeM Order or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between the Service Provider, with or without the knowledge of the Corporation, designed to establish prices at artificial, non-competitive levels;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

d. Measures to be taken:

The Corporation shall have right to cancel the engagement of the Service Provider, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.10 Settlement of Disputes

5.10.1 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 Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.10.2 Arbitration

In the event of any dispute and/ or difference whatsoever arising under this contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Contract or its clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration. The sole Arbitrator would be appointed by the MD, NMRC.



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The decision of the said sole Arbitrator shall be final subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings shall take place in Noida, Gautam Budh Nagar, UP.

5.10.3 Jurisdiction

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India.

5.10.4 Cost

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.11 General Indemnity

The Contractor shall indemnify, defend and hold the Corporation harmless against any and all proceedings, actions and Third Party claims arising out of a breach by Contractor and its contractors, sub- contractors, agents, employees and Users (as applicable) of the Project etc. of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by the Corporation of any of its obligations under this Agreement.



6 Section 6: Format for Contract Agreement

THIS AGREEMENT made on theday of 2026 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by **GM Finance and CFO / NMRC** (hereinafter called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

.....having its registered office at.....
....., represented by
(herein after called the "**Service Provider**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.
WHEREAS the Corporation desires that the Services known as
the
"....." should be executed
by the Consultant, and has accepted a contract by the Consultant for the execution and completion of these Services.

The Corporation and the Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement -

Reference:

- (i) Tender No. Dated
- (ii) Bid Documents duly accepted and submitted by dated
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Minimum Eligibility Criteria (Minimum Technical and Financial criteria)
 - e. Section 5: Special Conditions of Contract
 - f. Section 6: Format for Contract Agreement
 - g. Section 7: Appendices and Forms
 - h. Amendment/ Modification, if any
- (iv) GEM Order (GeM Contract) No _____ dated _____
- (v) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The services is for a period of _____ year(s), which may be extended for a further period of 1 (one) year.



4. Price Schedule

NMRC shall consider the price quoted by the Service Provider in the financial bid:

5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

6. In consideration of the payments to be made by the Corporation to the Service Provider as specified in this Agreement, the Service Provider hereby covenants with the Corporation to execute the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter."

7. The Corporation hereby covenants to pay the Service Provider in consideration of the execution and completion of the services, the Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement and GeM Order.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Service Provider
Signature of the authorized official

For and on behalf of the Corporation
Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Service Provider

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

Address _____

Address _____

Sign of Witness 2 _____

Sign of Witness 2 _____

Name _____

Name _____

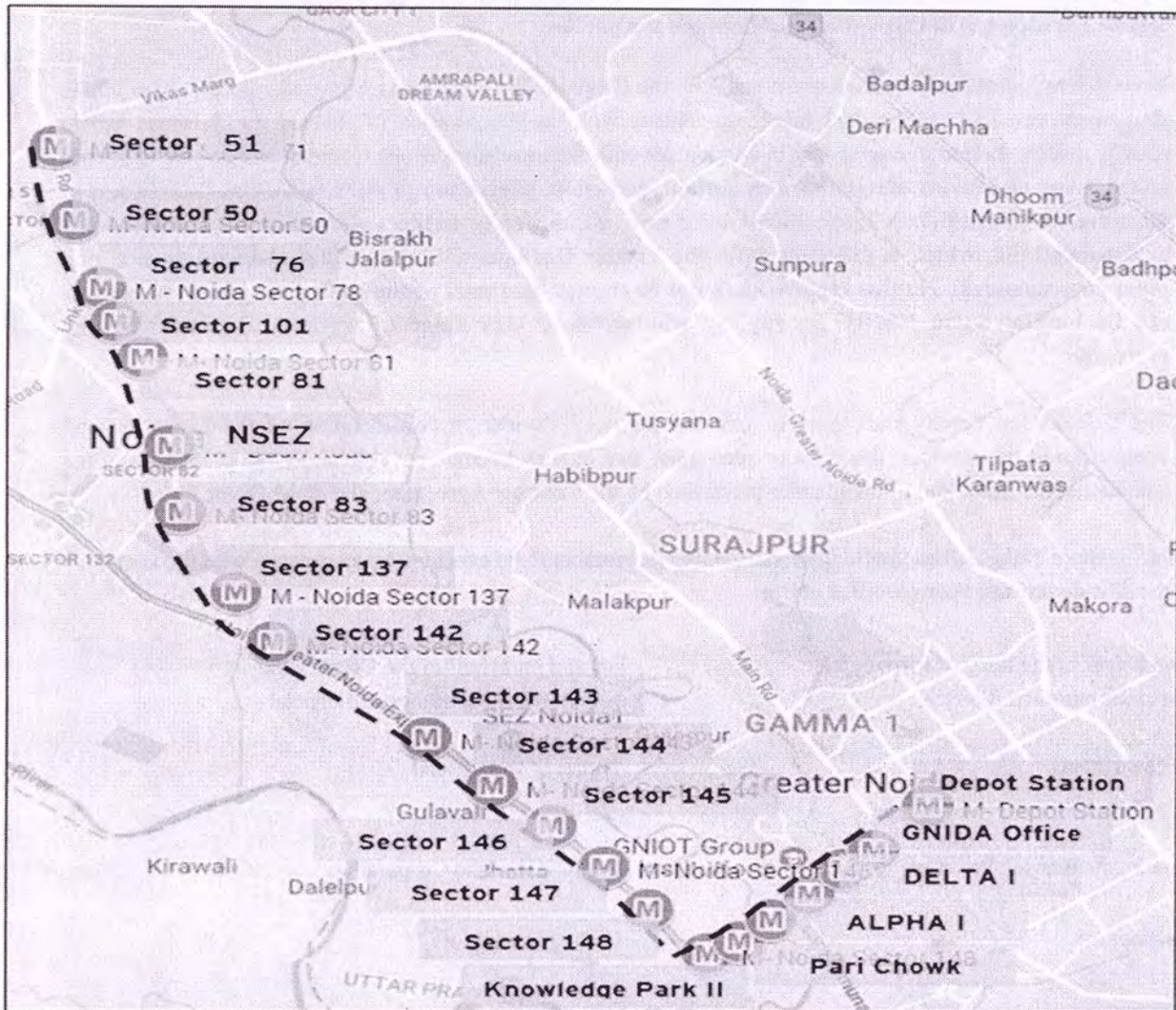
Address _____

Address _____



Section 7: Appendices and Forms

Appendix 1: Metro Alignment



Please Note: The map shown above is indicative (not to scale)



Proposed Metro Alignment

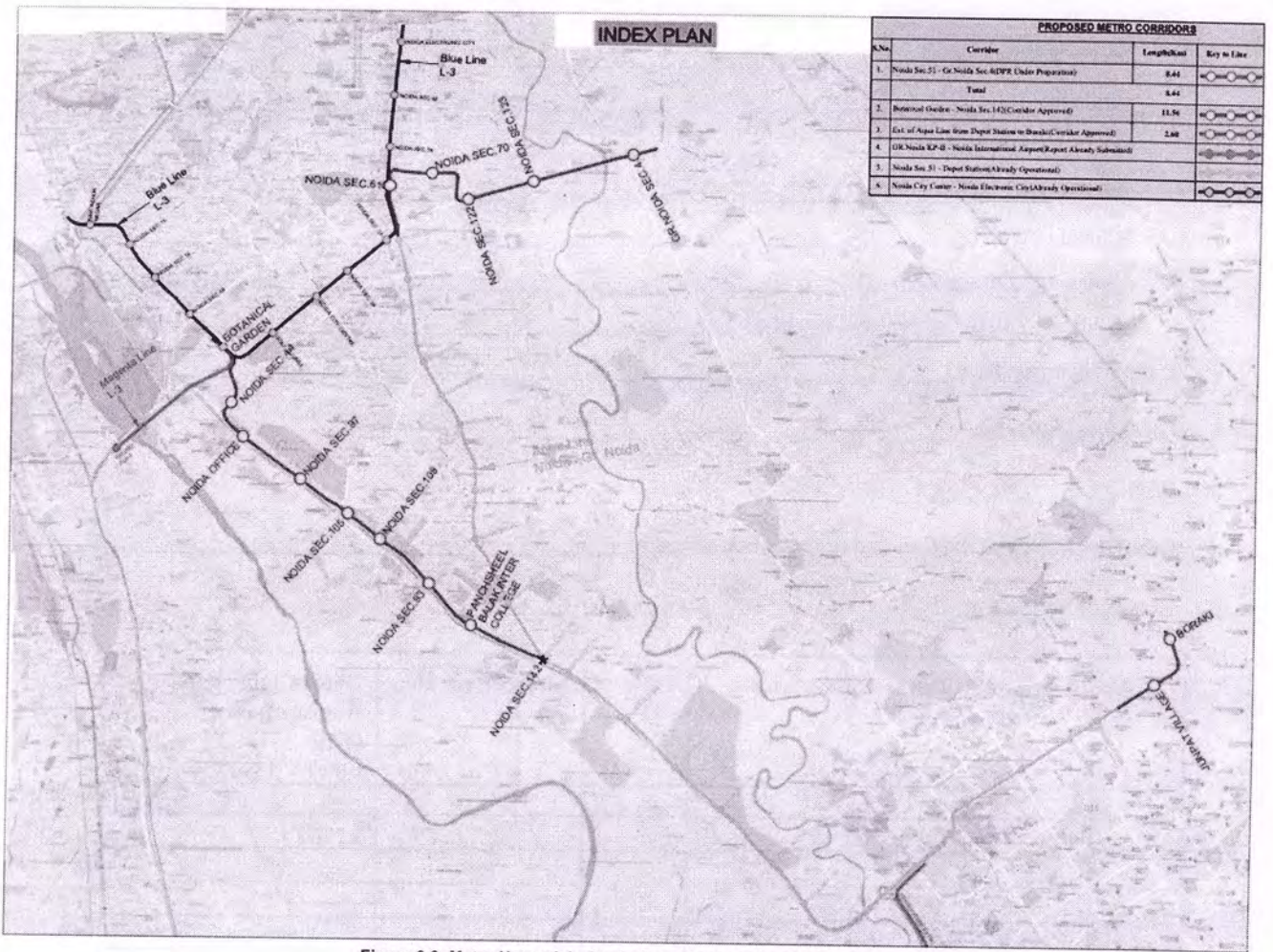


Figure 0.2- Metro Network in Study Area (Proposed and Operational)



Form 1: Firm Details

1. Details of the Firm/ Applicant

Name of Firm/ Applicant: _____
 Address: _____
 Tel No. (with code) : _____
 Mobile No. : _____
 Contact person: _____
 Name and Designation _____
 Address, Telephone No. and Email address _____

2. Date of incorporation _____
 3. GST registration no. _____
 4. PAN _____
 5. Brief description of the firm and organization structure _____
 6. Details of Partners

S.No.	Name of the Partners/ Proprietor	FCA /ACA	Membership No.	Date of joining the firm as a partner (Full time)

7. Details of Registered Office and Branch Office(s) _____
 8. Bank Details for EMD Refund:
 Bank Name _____ Bank Branch _____
 A/c No. _____
 Type of Account _____ IFSC Code _____

We agree with all the terms and conditions of this document.

SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY



Form 2: Presence of in-house qualified staff of the Bidder

The Bidder should have following Qualified Employees with itself

(The last column of the above format is to be filled up by the Bidder)

S.No.	Description	No. of Manpower (to be indicated by the Bidder)
1.	Inter CA Qualified - 05 Nos.	
2.	Paid Assistant - 10 Nos.	

SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY



Form 3: Financial Capability Details

Bidder should submit their financial details as per the following):

This is to certify that, based on the audited financial statements of the bidder, **M/s [Bidder Name]**, having its registered office at **[Address]** and PAN **[PAN Number]**, the turnover for the following financial years is certified as under:

S.No.	Financial year	Turnover (in Lakhs of Rupees)
1.	2022-23	
2.	2023-24	
3.	2024-25	

Average Turnover of Last Three Years: _____ (in Lakhs of Rupees)

Date:

UDIN:

Membership No.:



**Signature and Seal of
Chartered Accountant**



Form 4: Declaration on Non- Blacklisting

Name of Work: Appointment of Audit Firm for Conducting Internal Audit for NMRC

I confirm that M/S.....

- a. Has not have been blacklisted/ debarred /declared ineligible for corrupt and fraudulent practices by the Govt. of India, State Govt./ Reserve Bank of India (RBI)/ INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA/INSTITUTE OF COST ACCOUNTANTS OF INDIA and should not have any disciplinary proceedings pending against the applicant firm or any of the partner with INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA/INSTITUTE OF COST ACCOUNTANTS OF INDIA/ RBI in last five (5) financial years.
- b. Does not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt. controlled institutions/ private organizations in India.
- c. Has not abandoned any work in last 5 (five) years.
- d. Has not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Does not ever been terminated due to poor performance.
- f. Has not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Has not been blacklisted by any organization.
- h. Has not submitted any misleading information in the Bid.
- i. Is financially sound to perform the work.

SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY

