NOIDA SPECIAL ECONOMIC ZONE AUTHORITY
(NSEZA)

(A Government of India Statutory Body)

Ministry of Commerce & Industry,
Department of Commerce,
Govt. of India

Service Centre, Noida Special Economic Zone Authority
Noida Dadri Road, Phase-2,
Noida
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e-Tender

for
Hiring of Services of a Chartered Accountant firm for Internal Audit work of NSEZ Authority.
## NOIDA SPECIAL ECONOMIC ZONE AUTHORITY
(Under Government of India)
Min. of Commerce & Industry, Deptt. of Commerce, Office of the Development Commissioner
Noida Dadri Road, Phase-II, NOIDA-201305, Distt. Gautam Budh Nagar (UP)

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1. **Engagement of a Chartered Accountant Firm for Internal Audit of Accounts, Balance Sheet, Income & Expenditure, Financial Statements etc.-Reg.**

   On behalf of Chairman & CEO, NSEZ Authority, Technical & Financial Bids are invited from eligible CA firms.

   The last date and time for submission of proposal online is **05.11.2019 up to 15:00 hrs.** In case of any query the firm may visit this office on any working day for any clarification/information on the existing work or may contact telephonically over Phone No. 0120-3021444-46 (3 lines) extension no. 51. The queries may also be sent to NSEZ Authority through email at rpverma@nsez.gov.in, vermansez@yahoo.com

2. **Scope of Work:**
   
   a) Auditing of Receipts, Expenditure, Statements, Vouchers, Transaction etc.
   
   b) Auditing of Balance Sheet of NSEZ Authority.
   
   c) Preparation of Audit Report as per Income tax Act, 1961 in a prescribed format.
   
   d) Auditing of cash book, register etc.
   
   e) Internal Audit shall be carried out on quarterly/annually basis.
   
   f) Produce an Internal report to CAG’s Audit Team.

3. **Eligibility Criteria:**

   a) The services are to be provided at Noida. Therefore, only Delhi/NCR based firms will be preferred so that their service is available on immediate basis. Head office/Branch office of the firm shall be in Delhi/NCR.

   b) The firm should be registered with the GST and carry a valid PAN.

   c) The firm should deploy at least one qualified CA and other staff required to carry out the work on quarterly basis.

   d) The firm should have a valid registration number with ICAI.

   e) **Experience:** 06 years in the field of Internal Audit of Accounts, Balance Sheet, Income & Expenditure, Financial Statements etc in the Central Government / Autonomous Bodies/ PSUs.

   f) **Turnover-** Not less than Rs. 50.00 Lacs average of last 3 years

   g) **Earnest Money-** Rs. 10,000/- in favour of NSEZ Authority payable at Noida.
h) Attested copies of Articles of Association (in case of Registered firm), Bye laws and Certificates for Registration (in case of registered Societies), partnership deed (in case of partnership firm) etc. as applicable are to be provided.

i) An undertaking (staff certified) that the firm hasn't been blacklisted by any of its clients and there has been no litigation with any of its clients in the past three years.

j) In order to consider the bids for evaluation, the documentary evidence for compliance to each of the above-mentioned eligibility criteria must be attached by the firms along with the bid.

k) All documents should be uploaded online and shall be presented before Tender Committee at the time of opening of tender, in original, including Demand Draft. In case bidders fail to show the original documents as uploaded online, their bid for this tender shall not be entertained.

l) Upon verification, evaluation / assessment, if in case any information furnished by the firm is found to be false / incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained. It is the responsibility of the firm to verify the authenticity of any third party document being submitted as part of the eligibility requirements. EMD will be forfeited if any forged or false documents are submitted.

m) The bid submitted by any firm not fulfilling the eligibility conditions / criteria stipulated above, will not be considered.

n) In order for their bid to be considered, the participating firms should submit information on the above in document with an index of pages numbers.

o) The firm which is looking after maintenance of accounts of NSEZ Authority shall not be eligible for this work i.e. internal auditing work in NSEZ Authority.

4. Earnest Money Deposit

a) The bidder shall furnish Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees ten Thousand Only) in the form of Demand Draft / Banker’s Cheque, from a scheduled commercial bank, drawn in favour of “NSEZ Authority, payable at Noida” physically at the time of opening of Technical Bids, otherwise bid will be rejected.

b) No Bank Guarantee towards EMD will be acceptable. The EMD of unsuccessful bidders shall be returned, without any interest after the after the finalization of the tender process and award of the work.
c) EMD of successful bidder shall be returned without any interest after they sign the letter empanelment/contract with NSEZ Authority and on submission of Security Money valid for the period of empanelment/contract which will be released after the completion of empanelment/contract.

d) Tender not accompanied with required Earnest Money in the prescribed manner shall be rejected outright and will not be evaluated.

5. **Security Money:**
The Firm shall deposit Security money equivalent to bid amount in the form of DD or Bank Guarantee in favour of NSEZ Authority.

6. **Forfeiture of Earnest Money & Security Money:**
The Earnest Money Deposit can be forfeited if a Bidder:-
   a) Withdraws its bid during the period of bid validity.
   b) Does not accept the correction of errors.
   c) In case of the successful Bidder fail to sign the contract within the stipulated time.
   d) Security deposits will be forfeited in case of termination of contract due to poor performance by the contractor.

7. **Procedure for submission of Bids**
   a) The financial bid should be yearly amount (excluding statutory taxes) charged by the firm for “Scope of work” indicated in para 2.
   b) The firm shall attach all requisite documents in the PDF format such as financial position (Audited financial statement for last 3 years), previous experience certificate and proof of the residence i.e. copy of the passport, voter ID card of the Proprietor etc.
   c) The offers submitted by fax / Email or any manner other than specified above shall not be considered. No correspondence will be entertained on this matter.
   d) The participating firms are advised to study the document carefully. Submission of the offer shall be deemed to have been done after careful study and examination of all instructions, eligibility, terms and requirement specifications in the document with full understanding of its implications. The offer not complying with all the given clauses in this document are liable to be rejected. Failure to furnish all information required in the Document or submission of an offer not substantially responsive in every respect may result in the rejection of the offer.
   e) No deviation in terms and condition will be accepted.
   f) In order to consider the bids for evaluation, the documentary evidence for compliance to each of the above-mentioned eligibility criteria must be enclosed by the firms along with the bid.
g) Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.

h) Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, NSEZ Authority reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

i) All documents may submitted in hard copies physically.

8. **Procedure for opening Bids:**

   a) The Technical bids will be opened on 05.11.2019 by the Tender Committee in the Conference Hall of NSEZ at 15:30 hrs. in the presence of firm's representative (only one from one firm) who may choose to remain present. The technical bids will then be examined by the Tender Committee.

   b) The financial bid of only technically qualified firms will be opened at late date and time to be communicated subsequently.

   c) In case of non-availability of members on the same day, the next date to the bidder shall be given by the email and website.

   d) All Bidders must present before the Tender Committee with all documents, in original, at the time of opening of tender failing which participation shall be withheld.

9. **Technical Evaluation:**

   a) When deemed necessary, NSEZ Authority may seek clarifications on any aspect from the participant firm. However, that would not entitle the participant to change or cause any change in the substance of the offer submitted or price offered. This would also not mean that the bid has been accepted.

   b) The technical bid will be evaluated as per the eligibility criteria and other terms and conditions mentioned in this document.

10. **Financial Evaluation:**

    a) NSEZ Authority reserves the right to accept any offer, and to cancel/abort the process and reject all offers at any time prior to award of Contract, without thereby incurring any liability to the affected firm or agencies, of any obligation to inform the affected firm or agencies of the grounds for NSEZ Authority's action and without assigning any reasons.

    b) There will be no negotiations regarding the financial/commercial offers. However, if NSEZ Authority considers necessary, revised Financial/Commercial offers can be called for from the technically shortlisted Agencies, before opening the original
Financial/Commercial offers. In that case, the revised offers should not be higher than the original offers, otherwise offer will be rejected.

11. Payment Terms:
   a) The Payments to the firm will be made quarterly on submission of bill in triplicate along with work report for that quarter.
   b) The Payment will be made within 30 days of submission of complete documents along with the bill.
   c) Payments shall be subject to deductions of any amount for which the firm is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.

12. Securities & Safeties:
   a) The Firm shall undertake that any information data gained by the staff of the Firm is not provided to any third party or misused. In case there is such an instance, NSEZ Authority will take action against the Firm as deemed fit.
   b) The firm’s staff shall abide by the existing security rules/ regulations precautions as per instructions given from time to time. NSEZ is a Customs bonded area and entry and exit would be from the main gate only, goods and vehicle coming in and going out of NSEZ shall be liable for checking by NSEZ Security/Customs staff.

13. Providing Services:
   a) The firm shall deploy professionals, who are on the rolls of the firm, having requisite qualifications and experience and who have unblemished character & antecedents.
   b) The firm shall be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its auditors/representative(s) at NSEZ Authority’s premises.
   c) Medical or any other allowances to the staff deployed will not be borne by NSEZ Authority.
   d) NSEZ Authority will only pay the amount as finalized through this tender. All expenses in carrying out the work at NSEZ Authority premises such as TA/DA, overtime etc. will be borne by the Firm.
   e) For the staff deployed, the firm shall keep with it, their present and permanent address, educational and technical qualification, etc. and furnish these details/information to NSEZ Authority, as and when called for.
   f) The firm or its employee deployed in the NSEZ Authority shall not cause any nuisance/inconvenience of whatsoever nature resulting in disturbance/inconvenience to
g) The firm shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

14. Penalty Clause:

a) In case, the work is not undertaken properly and found unsatisfactory, a penalty as imposed by the Development Commissioner/ CEO NSEZA shall be deducted from the quarterly bill.

b) NSEZ Authority reserves the right to cancel the empanelment/contract, forfeit the EMD/Security Deposit and get the work completed from alternate sources at the risk and cost of the defaulting firm.

15. Contract Period and termination of Contract:-

a) The contract shall be initially for one year extendable for a further period of two years (one year at a time) at the same rate, terms & conditions, at the discretion of Chairman & CEO, NSEZA after evaluation of their services, if found satisfactory and such extension shall be binding on the contractor. Notice of intention to extend the contract will however, be given 30 days before expiry of the contract. The Chairman & CEO, NSEZA reserves the right to terminate the full contract or a part at any time without assigning any reason thereof by giving 30 days notice in writing. The contractor shall not be entitled for any compensation on account of such termination.

b) Security deposit will be forfeited in case of termination of contract due to poor performance by the contractor. The penalty imposed, if not possible to be deducted against the work done, shall be adjusted against the Security Deposit.

16. Terms & Conditions:-

a) Tenders are invited through two bid systems (i) Technical Bid (ii) Financial Bid as prescribed on e-tendering module.

b) The Internal Auditor will communicate results of the audit. After the audit field work is completed, the auditor will discuss the results with the Secretary and Sr. Accounts Officer, NSEZ Authority. The Internal Auditor will prepare a draft (marked for discussion purposes only) report to be shared with the Authority. After discussion and review with the Authority as to content and wording of the report, the report is dated, signed by the Internal Auditor and issued to the Authority. The Authority has two weeks to respond to any recommendations or comments contained in the report. The Secretary can authorize an extension of the response due date if unanticipated circumstances occur.
within the Authority. The responses should explain the department's corrective actions, the dates of implementation, or the reasons no corrective action will be taken. The Internal Auditor shall determine the completeness and propriety of the responses.

If the responses are deemed not appropriate, the Internal Auditor will meet with the Secretary to the Authority to recommend an alternative response. The Secretary will receive a copy of the final responses. The Internal Auditor will incorporate the final responses into the report within two weeks of receipt of the responses. The final report, which includes management's responses will be reviewed by the Audit Chair for completeness. The final report will be dated, signed by the Internal Auditor and issued to the Audit Committee and to the Secretary. The Authority will receive a copy.

c) In some cases, a report is not necessary because the Internal Auditor has no recommendations for the Authority or no response is necessary. In these cases, there is only a final report. The draft final report will be discussed with the Authority. After discussion and review with the department as to content and wording of the report, the Internal Auditor will forward the report to the Audit Committee and to the Secretary. The Authority will receive a copy.

d) Audit reports should be distributed to those who are able to ensure that audit results are given due consideration.

e) NSEZ Authority have unrestricted access to the Internal Auditor. The Internal Auditor has unrestricted access to the Authority.

f) The Internal Auditor shall have unrestricted access to all records, personnel, and equipment related to Accounts in carrying out the objectives of an audit.

g) The Internal Auditor shall develop an audit plan for review and approval by the Audit committee. The audit plan shall be approved annually. The audit plan is based on audit risk areas identified by Board members, top management, external audit results, and internal auditor experience. The Internal Auditor will develop audit objectives and scopes for each audit on the approved audit plan for the president's review and the Audit Committee's review and approval. The audit plan is sufficiently flexible to cover unanticipated demands on the Internal Auditor given the changing college environment, e.g., unanticipated internal audit areas may surface due to external audit results, or evidence of fraud may surface that requires immediate Internal Auditor attention. The Audit Committee shall review and approve a change in the audit plan.

h) The Internal Auditor shall notify the department being audited of the objective and scope of the audit and the timetable for completion of the audit.
i) The Internal Auditor shall perform audits in accordance with generally accepted auditing standards.

j) The Internal Auditor may perform different types of audits:

k) The Firm shall deploy qualified staff in this office on quarterly basis and their work must be supervised by a experienced CA.

l) The firm shall be responsible for any misconduct on the part of their employees. No employee of the firm shall be treated as employee of the Authority. They will have no right for regularization in the Authority.

m) The Firm should be registered in the ESI, EPF No., Income Tax, GST and TAN.

n) It shall be the sole liability of the Firm (Including the contracting the firm/company) to obtain and to abide by all necessary licences/permissions from the concerned Authorities as provided under the various laws of the land.

o) The firm shall solely be responsible for the payment of wages and other dues to the personnel deployed by them latest by 7th of the subsequent month.

p) The firm shall not employ any person below 18 years of age.

q) The firm or his employee deployed in the NSEZ Authority shall not cause any nuisance/inconvenience of whatsoever nature resulting in disturbance/inconvenience to workers. The CA firm shall be liable for such action on the part of his employees deployed in the NSEZ.

17. INFORMATION SHEET:

a) Name of the Firm:

b) (b) Incorporated as ___________ in year _______ at ________
(State Sole Proprietor, Partnership, Private Limited or Limited Firm)

c) Whether any Legal Arbitration/proceedings is instituted against the Firm or the Firm has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Registered Office Address

Name:
Designation:
Telephone Numbers:
Fax Numbers:
E-mail:
Mobile No:
e) Registration with statutory bodies: Attach attested photocopy of the documents
- GST No.
- Income Tax No.(PAN)
- C&AG Registration No
- Etc.

f) Experience information:
(i) List of clients where the firm has carried out the work in the field of monitoring/auditing of Annual Performance Reports, Balance Sheet & Annual Accounts etc.:

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<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Organization</th>
<th>Govt.</th>
<th>Year in which work was out</th>
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(ii) List of the organization concerned to Central Government / Autonomous Bodies/PSUs /Export Promotion Councils etc. where you was assigned the work

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Organization</th>
<th>Category (Central Government / Autonomous Bodies/ PSUs /Export Promotion Councils)</th>
<th>Experience</th>
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g) Earnest Money Details:

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<th>Draft No.</th>
<th>Date</th>
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<th>Branch</th>
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<td>EMD</td>
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h) Any other information Firm would like to furnish:

Signature of the firm with stamp

Date
Place