

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Tender No. NMRC/Finance/Internal Auditor/121/2020

Open Tender Document

For Appointment of Internal Auditor for NMRC

May,2020

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “Tender”) for “Appointment of Internal Auditor for NMRC” contains brief information about the scope of work and selection process for the Bidder (“the Consultant” or “the Tenderer” or “the Agency”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders 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/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the Selected Bidder
- c) **“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
- d) **“Bidder” or “Tenderer” or “Consultant”** means any entity which is a sole proprietorship firm, a partnership firm or a company, in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the tender
- f) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- g) **“Performance Bank Guarantee/ Security Deposit”** means interest free amount to be deposited by the Consultant with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement
- h) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation” or “Employer”)
- i) **“Party”** means Consultant or Corporation (together they are called **“Parties”**)
- j) **“Re. or Rs. or INR”** means Indian Rupee
- k) **“Selected Bidder”** 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.

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1	Name of the Bid	RFP for Appointment of Internal Auditor for NMRC
2	Time-period of contract	1 year; Extension may be granted for 1 year
3	Method of selection	Cost Based Selection (Lowest –L1)
4	Bid Processing Fee	Rs 2,000/- (Rupees Two Thousand Only) through Demand Draft/RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
5	Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees Twenty Thousand Only)
6	Bid System	Two Bid System (Technical and Financial)
7	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 Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Issue of Bid	18/05/2020
(b)	Pre-bid Meeting	01/06/2020, 1100 hrs (IST)
(c)	Last date of receipt of Pre-bid queries	01/06/2020, 1700 hrs (IST)
(d)	Last date of issuing amendment, if any	03/06/2020, 1700 hrs (IST)
(e)	Last Date of Bid Submission	08/06/2020 up to 1500 hrs (IST)
(f)	Date of Technical Bid Opening	09/06/2020, 1100 hrs (IST)
12	Consortium to be allowed	No
13	Sub-contracting is allowed	No
14	Account details	For Bid processing fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, UP - 201301 IFSC Code: SBIN0004077 A/c No. 3707840592 Noida Metro Rail Corporation Ltd.

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1. Section 1: General Information

1.1. 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 between Noida and Greater Noida is already under advanced stages of construction.
- d. NMRC invites Bids for selection of Internal Auditor for NMRC.
- e. In this regard, the Corporation invites the limited tender.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and Financial proposal of only qualified Bidders will be opened.

1.2. About Locations

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 71 in Noida and ends up at Depot Station in Greater Noida. The map is in Appendix 1: Metro Alignment.

1.3. Communication

All communications should be addressed to -

Executive Director

Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Email: nmrCNoida@gmail.com

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 1 (one) year, which may be extended for a further period of 1 (one) year on mutual agreement.

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 confirm on the safeguarding of assets and overall gross block.
- k. To confirm on managements compliance with laws, regulations and contracts.
- l. To supervise day to day accounting of payments & receipts of revenue and capital nature as per the various contract terms.
- m. To suggest the correct accounting treatment in proper accounting heads if there are any wrong postings or classifications.
- n. To supervise periodic statutory compliance under various acts such as Companies Act, Customs Act, Income Tax Act, Labour Cess Act, Excise Act, GST Act and all applicable Direct tax and indirect tax Act etc.
- o. To supervise periodic statutory returns viz., E-TDS returns and GST returns and any other statutory returns pertaining to Finance and Accounts.
- p. To suggest suitable methods and latest updates on mandatory requirements with regard to Finance and Accounts and taxation matters under various statues related to accounting.
- q. To monitor the achievement of organizational objectives.

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- r. To advise on, formulate and evaluate policy within the responsibilities of the Board of Directors.
- s. To ensure compliance with manuals, policies, delegation of powers, laws and regulations including all statutory requirements.
- t. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including that used in decision making.
- u. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
- v. 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;
- w. To assist in Finalization of accounts:
 - Providing all necessary support to F&A team for Finalization of accounts
 - Obtaining confirmation of balances from various parties –Debtors / Creditors/ banks / Others
 - Providing all support in preparation of annual accounts and providing clarification to Statutory / CAG Auditors
- x. To provide support in filing of XBRL returns by the Practicing Company Secretary
- y. 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;
- z. To identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
- aa. To ensure that capitalization of assets is done accurately.
- bb. To suggest all requisite information and support for implementation of suitable ERP system and also to ensure adequate controls are developed within the ERP system to be procured to serve the above objectives.
- cc. To conduct special assignments and investigations on behalf of the Audit Committee/Managing Director/Director (Finance) into any matter or activity affecting the probity, interests and efficiency of the NMRC, if required separately.
- dd. To be involved in physical verification of assets of the company twice in a year by 30th September and 31st March.
- ee. To ensure adequacy of various manuals in the Company and advice suitable modifications to the Management from time to time.
- ff. To check all items of Revenue/income and expenses/Expenditure on concurrent basis for their accuracy and reliability.
- gg. To provide expert opinion for the case as and when required by the NMRC under the Income Tax, GST, Customs Act, any other tax applicable, EPF & ESI Department and other Labour & Industrial Laws etc.
- hh. 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 slandered on Auditing as amended from time to time may also be followed in this regards

- 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.
 - 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.
 - To check that adjustments for returns, shortages, damages and unserviceable stores and materials at sites are properly made.
 - To ensure compliance of all contract/agreement conditions pertaining to finance and accounts, taxation and other applicable commercial laws/provisions.
 - 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.
 - 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.
- ii. Additional objectives, if any, as would be deemed fit by the management.
- jj. 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

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 have 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 Selected Bidder has to conduct audit for the period from 01.04.2020 to 31.03.2021 as well.

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 the following 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.

2.3.1. Internal Audit (Quarterly Basis)

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- 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
- d. To identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
- e. To conduct special assignments and investigations on behalf of the Audit Committee / Team of NMRC into any matter or activity affecting the probity, interests and efficiency of the NMRC, if required separately.
- f. To check the adjustments for returns, shortages, damages, and unserviceable stores and materials at sites are properly made.
- g. To comply with the Changes & updates in Acts and Rules related to tax. (Including retrospective effects).
- h. To check on revenue management (Routine Basis)such as on:
 - Interest Receivables
 - Other Incomes
 - Sale of tender Doc
 - Sale of other items
 - Fare Box Revenue (Daily Collection Reports verification
 - Revenue collected in advance – unutilized fare box revenue/ smart card etc.)
 - Revenue collection from City Bus Service
 - Non fare box revenue (Rental Income from Property, Advertisement & Hoarding, Other Incomes – Advance etc.)
 - All direct and indirect income from both project of NMRC
- i. To review the RFQ Procedure & Processes
- j. To review the relevant Agreements, transactions, documents and other records maintained.
- k. To verify services outsourced and related documentations.
- l. To ensure compliance with Indian Contract Act, 1872, Companies Act, 2013, Foreign Exchange Management Act, 1999, GST and Other applicable taxes.
- m. To ensure Compliance with Indian Accounting Standards.
- n. To ensure correct reporting as required under Income Tax Act, 1961.
- o. To suggest cost savings measures.
- p. To ensure compliance with Labour Laws, Labour Cess – Remittance / Filings, ESI compliance / Remittance & Filing, PF remittance / filing.
- q. Value addition with timely and practical recommendations.
- r. To highlight deviations and suggesting areas of improvement.
- s. To carry out the compliance audit on pending issued

t. 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.

u. Statutory compliances

- i. To ensure compliance with Income Tax (Advance tax Projection, Salaries – TDS – Planning, Foreign Remittance Compliance & Form 15CA / 15CB, TDS remittance in all respect (as per all sections defined in the Direct tax Act), E – TDS compliance, Goods and service tax and other indirect tax.

v. 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,
 - vii. Facility management, Security, CRM etc
 - viii. Imprest Management – Depot / Stations
 - ix. Repairs & Maintenance
 - x. Insurance
 - xi. Any other recurring and non-recurring expenses relating to O&M
- w. To verify the adequacy and accuracy of accounting, financial controls including application of accounting standard.
- x. To verify authorization policy, budgeting of Capex, 100% capital expenditure vouchers with procedure, approvals, progress reports etc.
- y. To verify investments and interest paid or accrual thereon.
- z. To verify latest trial balance available at the time of Audit.
- aa. To verify 100% income & expenses vouchers, bills for services rendered to ensure of statutory compliances like TDS (salary & others), GST, Provident Fund and proper accounting collection and authorization along with supporting.
- bb. To verify Transactions properly recorded, documented and vouched.
- cc. To verify Revenue Leakage if any.
- dd. To review and analysis of the Age wise and Party wise Advances Report.
- ee. To spot rectification of the irregularities and implementation of system and procedure.
- ff. To verify Legal and Taxation Matters.
- gg. To verify other employee benefit related matters.
- hh. To verify HR & Administration related processes and decisions.

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- ii. To provide suggestions on Finance, HR and Administration for improvement.
- jj. To certify the Statement of Expenditure
- kk. To carry out Compliance audit of pending observations and to issue Compliance Certificate thereon, on Quarterly basis.
- ll. To verify maintenance of fixed assets register showing particulars, including quantitative details and situations of fixed assets.
- mm. **Management Audit**
 - i. Carry out Management Audit on Admin. Board Secretariat, Finance, HR & Procurement and submission of related reports.
 - ii. Review of budgeting activities, Capex, MIS Reports, Systems and compliance of Internal Policies and Procedures (in detail).
 - iii. Review investment management and treasury operations related decisions, process & policies and provide assurance on laid down procedures and policies.
 - iv. Budgets/ Variance Report.
 - v. External borrowing (if any) and claims report on forecast and actual
- nn. **Audit of Physical verification of assets (yearly basis)**
 - xii. Physical verification of all the assets installed at various locations of NMRC.
 - xiii. Reconciliation of amount with Books of Account.
 - xiv. Verification of Insurance of Fixed Assets.
- oo. **Computer and Technical Control Audit (Quarterly Basis)**
 - i. Review of general computer control and application control
 - ii. Review of new systems being updated from time to time.
 - iii. Review of Disaster Recovery Plan
- pp. **Special Audit**
 - i. System package Works
 - ii. General Consultants - Civil/ Elevated Station Works
 - iii. Any other packages related to the project
 - iv. Full & Final Settlement of contractors
 - v. Providing all necessary information for arbitration process
 - vi. Validity and value of Bank Guarantees and Insurance
 - vii. Policies
 - viii. All contracts Payments
- qq. **RFQ/ RFP Audit**
 - i. End to end verification of RFQ / RFP process and procedure followed for the floated RFQs / RFPs.
 - ii. End to end verification of Procurement process of any expenditure more than 1 crore.

rr. Auditing of Other Department/ Depot/ Stations

- i. Prime Consultants
- ii. Consultants
- iii. HR / Administration
- iv. Public Relations
- v. Land related matters
- vi. Vigilance
- vii. Insurance claims lodged by / against the Company
- viii. Secretarial
- ix. Legal

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 - Appendix 1: Metro Alignment.

2.4. Responsibility

The responsibility of the Internal Auditor would be:

- a. To maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this Charter.
- b. To evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- c. To issue periodic reports to the audit committee and management summarizing results of audit activities, including significant audit issues and management action plans.
- d. To keep the audit committee informed of emerging trends and successful practices in internal auditing.
- e. To assist in the investigation of significant suspected fraudulent activities within the organization and notify management, the external auditors and the audit committee of the results.
- f. To consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.
- g. To assist Finance and Accounts department of NMRC, External auditor and other parties as per requirement.
- h. To advice and give opinion in the financial matters as per requirement of NMRC.
- i. To provide expert opinion for the case as and when required by the NMRC under the Income Tax, GST, Sales Tax ,Any other tax applicable, EPF & ESI Department and other Labour & Industrial Laws etc.
- j. Auditors should deploy a suitable team for undertaking the audit, after a thorough perusal of the requirements of the appointment letter, terms & conditions contained therein, ensuring that the size of the audit team is commensurate with the size of the audit unit and the volume of work involved.
- k. To make presentation of the Audit report to the Board of Directors of NMRC.

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- I. To report 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.

3. Section 3: Instructions to Bidders

3.1. General instructions

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified.

3.1.1. Bid Document / Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- b. The tenderers shall have to pay cost of bid document/ Tender processing fee of as mentioned in **Data Sheet** through Demand Draft/RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The copy of Demand Draft//RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the Bid. This cost of bid document/ Tender processing fee as mentioned in **Data Sheet** will be non-refundable.

3.2. Preparation and submission of Bids

3.2.1. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the Bid.

3.2.2. Submission of Bid

- a. The technical bid has to be submitted "**online**", which shall be marked as "**Technical Bid**".
- b. The financial bid has to be submitted "**Online**", which shall be marked as "**Financial Bid**".
- c. Both the Envelopes i.e. "Envelope 1" and "Envelope 2" need to be placed in one outer envelope marked as "**RFP for Appointment of Internal Auditor for NMRC**".
- d. Once the Bid submission date and time is over, the Bidders cannot submit their Bid. For delay in submission of Bid due to any reasons, the Bidders shall only be held responsible.

3.2.3. 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, or
 - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Bid have been opened and the highest/lowest ranking (as specified in tender) Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

3.2.4. Period of validity of Bid

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- a. Bid shall remain valid for 180 days after the date of Bid opening prescribed by NMRC. A Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing.

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its Bid, a Bid security/ EMD as stated in Data Sheet in form of DD/NEFT/RTGS only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The copy of DD/NEFT/RTGS receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the Corporation on the Earnest Money Deposit.
- e. The successful Bidder's Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.4. Opening and Evaluation of Bids

3.4.1. Opening of technical Bid by NMRC

- a. NMRC will open all technical Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy in all meetings). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date Bid opening being declared a holiday for the Corporation, the bids shall be opened at the appointed time and place on the next working day.
- b. The Bidder who is participating in Bid should ensure that the Demand Draft/RTGS/NEFT of Bid Processing Fee and EMD (as the case may be) must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual Bid) of the work as mentioned in Bid notice, otherwise, in any case, Bid shall be rejected.

3.4.2. Opening of financial Bid

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

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- b. NMRC will simultaneously notify the Bidders, whose technical Bids were considered acceptable to the Corporation. The notification may sent by e-mail provided by Bidder.
- c. The financial Bids of technically qualified Bidders shall be opened in the presence of technically qualified 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.
- d. In case of there is tie in financial bid between/among the bidders, will evaluated based on the highest turnover in the preceding financial year.

3.4.3. 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.

3.5. Award of Contract

3.5.1. Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

3.5.2. Notice of Award (NOA)

- a. Prior to the expiration of the period of Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

3.5.3. Signing of contract

At the same time as NMRC notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed.

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

NMRC reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

4. Section 4: Qualification, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. The Bidder firm must be empaneled with Institute of Chartered Accountants of India (ICAI), Comptroller and Auditor General of India (CAG) and should have a minimum experience of 15 (Fifteen) years. The Cut-off date for ascertaining experience shall be 31st March, 2020.
- b. The Principal Partner/Proprietor/Individual in full time practice, under whose supervision the work will be carried out, in the firm should have continuous (without any break) experience of 15 (Fifteen) years (post qualification) in relevant field (i.e. Statutory or Internal Audit). The Cut-off date for ascertaining experience shall be 31st March, 2020.
- c. The Bidder should have completed in India during last **3 (three) years** period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - i. One order of similar nature of value not less than **Rs. 6,00,000** (Rupees Six Lakh Seventy Two Thousand only) or
 - ii. Two orders of similar nature of value not less than **Rs. 4,20,000** (Rupees Four Lakh Twenty Thousand only) each or
 - iii. Three orders of similar nature of value not less than **Rs. 2,00,000** (Rupees Three Lakh Thirty Six Thousand only) each

Definition of Similar Works - Experience of having completed assignments for a minimum contract period of one year of similar nature (i.e. Statutory or Internal Audit) with State/ Central Government/ Public Sector Undertaking (PSU)/Private entity and should have a minimum of above mentioned value as professional fees from each order.

- d. The Bidder should have minimum **average annual turnover** of **Rs. 8,00,000** (Rupees Eight Lakh Forty Thousand only) in the last 3 (three) Financial Years (2016-2017, 2017-18, 2018-19) preceding the Bid Due Date.
- e. The Bidder should have either its Registered Office or the functional Branch office located in Delhi/NCR.
- f. The Bidder should not have been blacklisted/ debarred /declared ineligible for corrupt and fraudulent practices by the Govt. of India, State Govt./ Reserve Bank of India (RBI)/ ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partner with ICAI/ RBI in last five (5) financial years.

NMRC, if required, may seek clarifications from bidders during the technical evaluation.

Please Note:

- a. No consortium is allowed.

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
 - i. Statutory proof of existence of legal entity

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- ii. Provide details as per Form 2: Firm Details
- b. For above criteria 4.1b
 - i. CV to demonstrate the required experience as per Form 7: Resume of Proposed Personnel
- c. For above criteria 4.1c
 - i. A statement as in Form 3: Work Experience with documentary proof
- d. For above criteria 4.1d
 - ii. Form 4: Financial Capability Details
 - iii. A copy of the Annual Reports (Profit and Loss Account and Balance Sheet) for the last 3 (three) Financial Years of Bidder
 - iv. A copy of current valid ITCC (Income Tax), acknowledgement receipt
 - v. Copy of GST-Registration certificate.
- e. For above criteria 4.1d
 - i. Registration certificate of office in Delhi/ NCR / Lease Agreement / Electricity Bill etc. in the name of the Bidder or firm.
- f. For above criteria 4.1f
 - i. Form 5: Undertaking

4.2. Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements as per **Form 7: Resume of Proposed Personnel:**

S.No.	Position	Number of Personnel	Minimum Experience in similar Work	Description
1	Team Leader	1	15 years	<ul style="list-style-type: none">• Minimum 15 years of experience (post qualification – Chartered Accountant) in Similar Projects• Furnish at least 5 similar assignments (i.e. Statutory or Internal Audit) in the format
2	Support Consultant	1	5 years	<ul style="list-style-type: none">• Minimum 5• years of experience (post qualification – Chartered Accountant) in Similar Projects• Furnish at least 3 similar assignments (i.e. Internal Audit) in the format

*The Personnel needs to be present at NMRC office as and when required for discussions / meetings at short notice.

The Successful Bidder shall be allowed to replace the above key resources only in special circumstances only with prior approval of NMRC. The new replacement shall have equally or better qualification & professional capability from the outgoing resource. Moreover, loss of productivity on account of unavailability of key resources will be the responsibility of the Consultant.

4.3. Compliance with Technical Specifications

The Bidders must comply with the stipulated technical specifications as mentioned in the tender documents

4.4. Information for Purpose of Evaluation

- a. The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.
- b. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

4.5. Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for 1 year of professional fees of Internal Audit.

4.6. Selection of Bidder

After the above evaluation process, the Technically Qualified Bidder, who is declared as L1 (Lowest quoted price) may be declared as the selected Bidder ("Selected Bidder") for the Project.

- a. In the event that two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised sealed financial bid shall be submitted by the date and time as notified to the concerned bidders.
- b. In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then the decision shall be taken by MD, NMRC and notified to the concerned Bidders.
- c. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- d. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 15 (fifteen) days from the date of issue of NOA.
- e. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.7. Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 15 (fifteen) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of

acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.

- c. The Successful Bidder shall execute the Contract Agreement within 45 (forty five) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

4.8. Performance Bank Guarantee / Security Deposit

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Consultant") shall deposit 10% of the value of the NOA value in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid for 1 year and 6 months within 45 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Consultant.
- b. A Contract agreement will have to be signed by the Consultant at his cost on proper stamp paper. Without performance guarantee by Consultant, Contract agreement shall not be signed.
- c. Failure to submit PBG within timelines will attract LD of 0.5% per week of the total value of contract, subject to maximum of 10%, after which the contract will be deemed to be cancelled.
- d. 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 Consultant 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 Consultant 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.
- e. Once the amount under above Clause is debited, the Consultant 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 Consultant Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.9. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.
- b. Any effort by a Bidder to influence NMRC in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.

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- c. In the event of any information furnished by the Consultant is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:
 - Executive Director
 - Noida Metro Rail Corporation (NMRC) Limited
 - Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
 - Noida -201301
 - District Gautam Budh Nagar, Uttar Pradesh
 - Email: nmrcnoida@gmail.com
- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

4.10. 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 Consultant, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated to the NMRC or the official deputed by NMRC in writing.

4.11. Project Financial Terms

4.11.1. 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 quarterly basis as per the accepted price.
- b. Though the contract amount to be approved pursuant to this tender process would be for one year, the Consultant will raise quarterly bills post the submission of **Quarterly Audit Report** to the Executive Director, Noida Metro Rail Corporation. The invoice shall be verified and payment shall be released by NMRC to the applicant subject to the fulfilment 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

4.11.2. Payment Terms

Payment for services shall be made by NMRC in (INR) **Indian Rupees** as mentioned in Clause 4.11.1.

4.11.3. Penalty

In case of any of the below mentioned events, penalty shall be borne by the consultant amounting Rs.1000 penalty per occasion to be paid to NMRC

- a. Delay in submission of quarterly report
- b. Non-performance with respect to contract
- c. Delay in carrying out audit work
- d. Failure to deploy manpower for carrying out audit work

5. Section 5: General Conditions of Contract (GCC)

These conditions shall be part of the contract agreement.

5.1. General Provisions

5.1.1. 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 Buddh Nagar, Uttar Pradesh, India.

5.1.2. 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.

5.1.3. 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.

5.1.4. Taxes and Duties

- a. 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.

5.2. Commencement, Completion, Modification and Termination of Contract

5.2.1. 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.

5.2.2. Commencement of Services

The Consultant shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.6 hereof, these general conditions shall expire at the end of such time period as given in the time schedule in RFP Document.

5.2.4. 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.

5.2.5. 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 Consultant shall be entitled for reasonable time extension for such period.

5.2.6. 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 Consultant 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 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 Corporation may have subsequently approved in writing.
- iii. If any information provided by the Consultant in the Bid submission is found to be false later on.
- iv. If the Consultant is not complying with applicable labour laws for the workers/staff deployed on the project.
- v. If the Consultant becomes insolvent or bankrupt.
- vi. If the Consultant, 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 Consultant 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.8.2 hereof.
- x. The Consultant suspends or abandons the operations of the Project without prior consent of NMRC, provided that the Consultant 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.

Consequences in case of Termination in Event of Default by Consultant

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 Consultant, provided that before issuing the Termination Notice, NMRC shall by a notice in writing inform the Consultant 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 Consultant (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.

b. By the Consultant

The Consultant 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 of this Clause 5.2.6b:

- i. If the Corporation fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 5.8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- ii. 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 thirty (30) days.
- iii. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.8.2 hereof.

5.2.7. Payment upon Termination

Upon termination of the Contract pursuant to Clause 5.2.6, NMRC shall make the following payments to the Consultant: (a) payment pursuant to Clause 4.11 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 5.2.6a, 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.

5.3. Obligations of the Consultant

- a. **General:** The Consultant 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 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.
- c. **Conflict of Interest:** The Consultant shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- d. **Prohibition of Conflicting Activities:** The Consultant 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 Consultant 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. **Site Office:**

The Consultant shall have a working site 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 Consultant 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 Consultant. The Consultant 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 Consultant or its personnel, including the Subcontractors and their personnel.

5.4. Obligations of the Corporation

- a. 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.

5.5. 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.

5.6. 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.

5.7. Fraud and Corrupt Practices

- 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 NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, 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 5.7a hereinabove and the rights and remedies which NMRC may have under the NOA 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 NOA 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 Consultant, 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:
 - i. The Corporation shall have right to cancel the engagement of the Consultant, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.8. Settlement of Disputes

5.8.1. 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.

5.8.2. Arbitration

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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 it's 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. 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.

5.8.3. 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.

5.8.4. 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.

5.9. 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: Draft Contract Agreement

THIS AGREEMENT made on theday of 2020 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 **Shri..... Executive Director/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 "**Consultant**", 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: Qualification, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract
 - f. Section 6: Draft Contract Agreement
 - g. Section 7: Appendices and Forms
 - h. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by to NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

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

4. Price Schedule

NMRC shall consider the following price, as quoted by the consultant as part of financial bid:

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S.No.	Payment Details	Quarterly Price (Excluding GST) (INR)	Quantity	Yearly Price(INR)
		(A)	(B)	(C) = A*B
1	Professional Fees of Internal Auditor		4	

- GST as applicable would be paid Extra.

- 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.
- In consideration of the payments to be made by the Corporation to the Consultant as specified in this Agreement, the Consultant 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 uploaded by NMRC www.nmrcnoida.com 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."**
- The Corporation hereby covenants to pay the Consultant 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 and NOA.

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 Consultant
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 Consultant

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

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Address_____

Address_____

Sign of Witness 2_____

Name_____

Address_____

Sign of Witness 2_____

Name_____

Address_____

7. Section 7: Appendices and Forms

7.1. Appendix 1: Metro Alignment



Fig: The Upcoming Metro Line

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

RFP for Appointment of Internal Auditor for NMRC

S.NO.	Name of the Station
1.	Noida Sector 71
2.	Noida Sector 50
3.	Noida Sector 78
4.	Noida Sector 101
5.	Noida Sector 81
6.	Dadri Road
7.	Noida Sector 83
8.	Noida Sector 137
9.	Noida Sector 142
10.	Noida Sector 143
11.	Noida Sector 144
12.	Noida Sector 145
13.	Noida Sector 146
14.	Noida Sector 147
15.	Noida Sector 148
16.	Knowledge Park II
17.	Pari Chowk
18.	ALPHA 1
19.	DELTA 1
20.	GNIDA Office
21.	Depot Station
	Other Locations
22.	Sector 29 – NMRC Office
23.	Depot

7.2. Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Appointment of Internal Auditor for NMRC

Dear Sir,

We, the undersigned, offer to provide the services in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We have filled the complete information correctly in **Form 9: Bid Details**.

I/we declare that I/we is/are the **authorized signatory and have the power by Board Resolution**.

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

7.3. Form 2: Firm Details

1. Details of the Firm/ Applicant

1.1. Name of Firm/ Applicant: _____

1.2. Address: _____

1.3. Tel No. (with code) : _____

1.4. Contact person: _____

1.5. Name and Designation _____

1.6. Address, Telephone No. and Email address _____

2. Legal Entity _____

3. Date of incorporation _____

4. Registration number of firm _____

5. Legal status of the company (with supporting documents) _____

6. GST registration no. _____

7. PAN of the firm with copy of the Income Tax Returns _____

8. Brief description of the firm and organization structure _____

9. Details of Partners

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

10. Details of Head Office and Branch Office _____

11. 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.

Authorized signatory

Name:

Date:

Name of the Applicant with seal

7.4. Form 3: Work Experience

The following format shall be used for statement of experience of Bidder:

Details of orders for the quoted item executed should be furnished in the following format.

S.No	Name of the Assignment	Name of the Client	Whether Govt /PSU/ Private	Professional Fees Charged (INR)	Start and Completion Date of Assignment
					Start Date: Completion Date:

Place

Date

Signature

Seal

Designation

NOTE:

Following needs to be submitted:

1. Experience certificate/ Completion certificate for each of the project mentioned above
2. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.

7.5. Form 4: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover of M/s

having registered office at

.....for last 3 (three) years is as below:

S.No.	Financial year	Name of the Bidder	Turnover (INR)
1.	2016-17		
2.	2017-18		
3.	2018-19		
	Average Annual Turnover		

Authorised Signatory

(Name & Designation of Authorised Signatory)

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of Chartered Accountants/Statutory Auditors
(with membership no.)

Please Note: In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that “The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.”

7.6. Form 5: Undertaking - 1

Name of Work: Appointment of Internal Auditor 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)/ ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partner with ICAI/ 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 of the bidder with seal

Dated:

Witness:

Address:

Occupation

7.7. Form 6: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for RFP for Appointment of Internal Auditor for NMRC in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
duly authorized by the Board to issue such Power of Attorney
Dated this day of

Accepted
.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

RFP for Appointment of Internal Auditor for NMRC

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

7.8. Form 7: Resume of Proposed Personnel

1.	Proposed Position			
2.	Name of Firm			
3.	Name of Staff			
4.	Date of Birth			
5.	Nationality			
6.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
	Language	Reading	Speaking	Writing
10.	Employment Record:			
	FROM:		TO :	
	EMPLOYER			
	POSITION/S HELD			
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Main project features:			
	Position/s held:			
	Activities Performed:			
12.	Certification			
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Date:			
	Full name of authorized representative:			

Please Note: Assignments should be related to similar work as defined in Clause 4.2

RFP for Appointment of Internal Auditor for NMRC

7.9. Form 8: Price Bid

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Sub: Appointment of Internal Auditor for NMRC

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions.

I/we hereby quote for NMRC of the services specified in Terms of Reference within the time specified:

Price Bid				
S.No.	Payment Details	Quarterly Price (Excluding GST) (INR)	Quantity	Yearly Price(INR)
		(A)	(B)	(C) = A*B
1	Professional Fees of Internal Auditor		4	
	Yearly Price (In Words)			

The Bidder is required to fill only grey cells in the Price Bid.

Note:

- The Bidder with the lowest quoted cost for 1 year professional fees of Internal Audit in the financial quote (L1 bidder) shall be selected for the award of contract.
- The Total Amount to Be Quoted By Bidder (INR) shall be filled in figures and words.
- The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, etc. as applicable **except GST**) and fulfills all the requirements of the Terms of Reference Document. **GST shall be applicable as per prevailing rates.**
- We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.

We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

7.10. Form 9: Bid Details

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Work Experience		
6	Form 4: Financial Capability Details		
7	Form 5: Undertaking - 1		
8	Form 6: Power of Attorney		
9	Form 7: Resume of Proposed Personnel – Team Leader		
10	Form 7: Resume of Proposed Personnel – Support Consultant		
11	Statutory proof of existence of legal entity		
12	A copy of the Annual Reports (Profit and Loss Account and Balance Sheet) for the last 3 (three) Financial Years of Bidder		
13	A copy of current valid ITCC (Income Tax)		
14	Registration certificate of office in Delhi/ NCR / Lease Agreement / Electricity Bill etc. in the name of the Bidder		
15	Any other document asked by the Corporation if submitted, specify the documents Or Any other document which the Tenderer considers relevant		