

No. 23011/7/2014/

**NOIDA SPECIAL ECONOMIC ZONE AUTHORITY
(NSEZA)**

(A Government of India Undertaking)

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

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e-Tender

for

**Hiring of Services of a CA firm for monitoring APRs
with respect to SEZs and EOU Units**

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**NOIDA SPECIAL ECONOMIC ZONE AUTHORITY
(NSEZA)**

**Noida Dadri Road, Phase-II,
Noida –201305**

NOTICE INVITING TECHNICAL & FINANCIAL BID

1. Sub: -Engagement of a Chartered Accountant Firm for monitoring of APRs with respect to SEZs and EOU Units -Reg.

On behalf of Chairman & CEO, NSEZ Authority, Technical & Financial Bids are invited from eligible CA firms established at least before ten years and having minimum experience of three years in the field of monitoring/auditing Balance Sheet & Annual Accounts etc. in the Central Government / Autonomous Bodies/ PSUs /Export Promotion Councils etc. Experiences in the field of monitoring/auditing of Annual Performance Reports (APRs) of EOU's & SEZ's Units and monitoring of QPRs/Half Yearly Report of the Developers is desirable.

The last date and time for submission of proposal online is 28/06/2016 upto 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) Follow up about the APR Filings and Preparations of Notices to the Non-Filers. Total numbers of units is 742 including NSEZ (360), EOU (207), Pvt. SEZ (175) and total numbers of SEZs is 27 under the Jurisdiction of Development Commissioner, NSEZ.
- b) Detailed checking of the APR filed by the Units for the Fulfilling of the Appropriate Columns of the APR's.
- c) The Fulfilling of the Correct Values of the Capital Goods and the Materials and the Verification of the Arithmetic calculations.
- d) Verification of the UAC Guidelines and Conditions imposed for the Units and the Compliance of the same by the Unit.
- e) Verification of Utilization Certificate submitted by the SEZ Developers for UAC Directions, Use of Correct Materials , Correct Quantities and the Purchases within the Specified period.
- f) The uploading of Data of APR/Utilization Certificate
- g) The Presentation of Reports before the UAC with the Remarks, as per the prescribed Formats.
- h) Monthly Reporting of the APR Work done and quarterly review of progress.
- i) Calculations of the Value Additions in the case of the Gems & Jewellery Units and Reports thereof in terms of the prevailing norms.
- j) Preparation of the Reports for the Monitoring of the EOU Units Data with the Various Commissionerates.
- k) Reconciliation of Data of SEZ Units for the Purpose of Meeting of Approval Committee.
- l) Written Opinions about the Specific Issues arising from the APR/Balance sheet or any other financial accounting matter.
- m) Quarterly Reports of the LOA Expiring.
- n) Reports of the Non Operative Units
- o) Reports on the Input & Output in terms of SION Specified by DGFT.
- p) Online APR Verification
- q) Reconciliation of Data in NSEZ Software and NSDL

3. Eligibility Criteria:-

- a) The services are to be provided at Noida. Therefore, only Delhi/NCR based firms will be considered so that their service is available on immediate basis.
- b) The firm should be registered with the Service tax department and carry a valid PAN.
- c) The firm should have at least full-time two qualified CA and two experienced accountant staff to carry out the work.
- d) The firm should have a valid registration number with ICAI or any other concerned authority of the Government.
- e) The firm should have satisfactorily done statutory monitoring work of at least one PSU / Autonomous Body established under the companies Act, assigned during any of the last three years.
- f) 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.
- g) An undertaking (staff certified) that the firm hasn't blacklisted by any of its clients and there has been no litigation with any of its clients in the past three years.
- h) 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.
- i) 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.
- j) 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.
- k) All documents should be submitted in hard copies physically.
- l) **Experience:** 03 years in the field of monitoring/auditing of Balance Sheet & Annual Accounts etc. in the Central Government / Autonomous Bodies/ PSUs /Export Promotion Councils etc. Experiences in the field of monitoring/auditing of Annual Performance Reports (APRs) of EOU's & SEZ's Units and monitoring of QPRs/Half Yearly Report of the Developers is desirable.
- m) **Turnover-** Not less than Rs. 50.00 Lacs average of last 3 years
- n) **Earnest Money-** Rs. 50,000/- in favour of NSEZ Authority payable at Noida
- o) **Preference:-** Delhi/NCR

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

4. Earnest Money Deposit

- a) The bidder shall furnish Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty 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.
- 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 of one month 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 it 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) Interested CA firm established at least before ten years and having minimum 3 years experience in the field of monitoring/auditing of Annual Performance Reports, Balance Sheet & Annual Accounts etc. in the Central Government / Autonomous Bodies/ PSUs /Export Promotion Councils etc. may apply online through prescribed e-tendering module before last date & time at our website at www.nsez.gov.in.
- 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, ability certificate to execute aforesaid works and proof of the residence i.e. copy of the passport, voter ID card 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 to the document in every respect will be at the service provider/participant risk and may result in the rejection of the offer.
- e) No deviation in terms and condition will be accepted.

8. Procedure for opening Bids:

- a) The Technical bids will be opened on 28/06/2016 by the Tender Committee in the Conference Hall of NSEZ at 15:30 hrs. in the presence of firm's representative (only one) who may chose 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.
- 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. Employment:

The CA firm shall deploy full time qualified two CA and two experienced Accountant staff. The principal of the firm shall visit this office weekly.

12. Payment Terms:

- a) The Payments to the firm will be made monthly after submission of bill in triplicate along with work report for that month.
- 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.

13. Securities & Safeties:

- a) The Firm shall also 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.

14. 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 monthly fixed 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 his employee deployed in the NSEZ Authority shall not cause any nuisance/ inconvenience of whatsoever nature resulting in disturbance/inconvenience to allottees/workers of units/ visitors/staff/officer of NSEZ. The contractor shall be liable for such action on the part of his employees deployed in the NSEZ Authority.
- 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.

15. 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 monthly 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.

16.Contract Period and termination of Contract:-

- a) The contract shall be initially for one year extendable for a further period of two years 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 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 *therefore* 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.

17.Terms & Conditions:-

- a) Tenders are invited through two bid systems (i) Technical Bid (ii) Financial Bid as prescribed on e-tendering module.
- b) The principal of the firm shall attend all meeting organized by this office whichever and No conveyance shall be paid.
- c) The details given in the terms & conditions of contract are tentative only and not exhaustive. NSEZ Authority will issue further necessary details as per requirement during executions from time to time and the work will be done in accordance therewith.
- d) No transport shall be provided by the NSEZ Authority.
- e) NSEZ Authority reserves the right to reject any of all the tender(s) received or to allot the work to one or more contractor(s) without assigning any reason thereof.
- f) The contractor has not been convicted, and has not been formally investigated, in corruption/crime and
- g) The contractor has not and will not resort to bribery or any other form of corruption in the context of the respective contract.
- h) Misinformation by the firm under this clause would give NSEZ Authority the right to cancel the contract unconditionally and immediately.
- i) The firm shall execute an agreement in respect of Terms & Conditions on non-judicial stamp paper of Rs. 100/-.

18. INFORMATION SHEET:

(a) Name of the Firm:

(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

Service Tax No.

Income Tax No.(PAN)

C&AG Registration No

Etc.

(f) Employment Information:

(i) List of full time two qualified CA and two experienced accountants staff:

Sr. No.	Name of the CA/Staff	Qualification	Working with the firm since DD/MM/YYYY
1.			
2.			
3.			
4.			

(ii) Total Number of experienced CA & Staff with the firm :

(g) 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.:

Sr. No.	Name of the Organization	Govt.	Year in which work was out
1.			
2.			
3.			

(ii) List of the organization concerned to Central Government / Autonomous Bodies/ PSUs /Export Promotion Councils etc. where you was assigned the work

Sr. No.	Name of the Organization	Category (Central Government / Autonomous Bodies/ PSUs /Export Promotion Councils)	Experience
1.			
2.			
3.			

(h)

(i) Earnest Money Details:

Particular	Amount (Rs.)	Draft No.	Date	Bank	Branch
EMD					

(ii) Any other information Firm would like to furnish:

Signature of the firm with stamp

Date

Place