

**Request for Proposal (RFP)**  
**for**  
**Empanelment of Forensic Auditors for UP-RERA**

Uttar Pradesh Real Estate Regulatory Authority

Government of Uttar Pradesh

Lucknow

December, 2018

Secretary,  
UP Real Estate Regulatory Authority  
Naveen Bhawan, Rajya Niyojan Sansthan,  
Kala Kankar House, Old Hyderabad,  
Lucknow-226007.  
Phone: 0522-2781440

## **Disclaimer**

This Request for Proposal (RFP) document for empanelment of Forensic Auditor UP-RERA to (hereinafter referred to as the "Auditor") contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as "Applicant/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

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 Applicants. The Applicants should conduct their own independent assessment, investigation 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 Proposal. The Real Estate Regulatory Authority, Uttar Pradesh (hereinafter referred to as "Client" or the "Authority") or any of its employees shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

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

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons therefor. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

## Contents

|       |  |                                     |
|-------|--|-------------------------------------|
| 1     | General information  | 4                                   |
| 2     | Data Sheet   | 5                                   |
| 3     | Terms of reference   | 6                                   |
| 3.1   | Scope of services  | 6                                   |
| 3.2   | Payment schedule, deliverables and timelines   | 7                                   |
| 3.3   | Support from the Authority   | 8                                   |
| 4     | Eligibility and Evaluation criteria  | 8                                   |
| 4.1   | Eligibility criteria   | 8                                   |
| 4.2   | Evaluation criteria  | 10                                  |
| 5     | Instructions to Applicants   | 11                                  |
| A.    | General instructions   | 11                                  |
| B.    | Preparation and submission of Proposals  | 13                                  |
| C.    | Proposal opening   | 16                                  |
| 6     | General Conditions (GC) of Contract  | 20                                  |
| 7     | Technical Proposal - Standard Forms  | 26                                  |
| 7.1   | Form 1: Proposal Submission Form   | 27                                  |
| 7.2   | Form 2: Applicant's Organization and Experience  | 28                                  |
| 7.2.1 | A - Applicant's Organization   | 28                                  |
| 7.2.2 | B - Applicant's Experience   | 29                                  |
| 7.3   | Form 3: Description of Approach, Methodology and Work Plan for Performing the Assignment | <b>Error! Bookmark not defined.</b> |
| 7.4   | Form 4: Team Composition and Task Assignments  | 31                                  |

## 1 General information

The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the RERA Act”) seeks to protect the interest of home-buyers as well as help boost investments in the real estate industry. The RERA Act establishes Real Estate Regulatory Authority (RERA) in every state for regulation and promotion of the real estate sector and for protection of consumer interest. RERA is also envisaged to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner. RERA is mandated to safeguard the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal. RERA also envisages an Appellate Tribunal to hear appeals from the decisions, directions or orders of the RERA and the adjudicating officer and for matters connected therewith or incidental thereto.

In accordance with the powers conferred under Section-84 of the RERA Act, the Government of Uttar Pradesh notified **Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter referred to as “the UP RERA Rules”)** on October 27, 2016 and subsequently established **Real Estate Regulatory Authority (RERA), Uttar Pradesh** w.e.f. May 1, 2017.

To achieve its mandate as given in the RERA Act and the UP RERA Rules, the Authority seeks to select an Auditor to support in its various tasks/ functions. The Request for Proposal (RFP) document for the selection of Auditor can be downloaded from e-procurement website (<http://etender.up.nic.in>).

Key dates for this RFP are as below:

- Last date of submission of proposals: **1500hrs on 22-January-2019**
- Last date to receive pre-bid queries: **Online/email by 1500hrs on 10-January-2019**
- Date of pre-bid conference: **1500hrs on 11-January-2019**

*The Authority reserves absolute right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.*

The contact details are:

Secretary, Real Estate Regulatory Authority (RERA), Uttar Pradesh  
Naveen Bhavan, Rajya Niyojan Sansthan, Kala Kankar House,  
Old Hyderabad, Lucknow-226007,  
Uttar Pradesh.

Telephone: +91 0522-2781440

E-mail: [contactuprera@gmail.com](mailto:contactuprera@gmail.com)

## 2 Data Sheet

|    |  |  |
|----|--|--|
| 1  | Name of the Bid  | Empanelment of Forensic Auditors for UP RERA   |
| 2  | Time-period of contract  | 36 months  |
| 3  | Method of selection  | Quality Assessment (Evaluation)  |
| 4  | Bid Processing Fee   | Non-refundable fee of INR 5,000 (through RTGS/NEFT)  |
| 5  | Ernest Money Deposit (EMD)   | Refundable amount of INR 5,00,000/- (through RTGS/NEFT)  |
| 6  | Financial Bid to be submitted together with Technical Bid                  | Yes  |
| 7  | Name of the Authority's official for addressing queries and clarifications | Secretary, Uttar Pradesh Real Estate Regulatory Authority (UP RERA),<br>Naveen Bhavan, Rajya Niyojan Sansthan, Kala Kankar House,<br>Old Hyderabad, Lucknow-226007,<br>Uttar Pradesh.<br>Telephone: +91 0522 2781440<br>E-mail: <a href="mailto:contactuprera@gmail.com">contactuprera@gmail.com</a> |
| 8  | Proposal Validity Period   | 180 days from Proposal Due Date  |
| 9  | Proposal Language  | English  |
| 10 | Proposal Currency  | INR  |
| 11 | Consortium to be allowed   | No   |
| 12 | Sub-contracting is allowed   | No   |
| 13 | Account details  | <b>For Bid Processing Fee &amp; EMD</b><br>Account No: 3637352539<br>IFSC Code: CBIN0280139<br>Bank Name: <b>Central Bank of India</b> , Hazratganj Branch, Lucknow, U.P.  |

### **3 Terms of reference**

To achieve the mandate as given in the The Real Estate (Regulation and Development) Act, 2016 (hereinafter “the RERA Act”) and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter “the UP RERA Rules”), the Authority seeks to select Auditors to support in its various tasks/ functions. The Bidders must have skills and experience in forensic audit of Group housing/Developer/Real Estate Projects. Empanelled Auditors are required to conduct the Forensic Audit of the real estate project as and when directed to do so by the Authority.

The Auditor shall be empanelled for a period of three (3) years, with the provision for extension for subsequent period of similar tenure based on the excellent performance.

#### **3.1 Scope of services**

A forensic auditor shall perform following tasks (TOR for forensic audit of Group Housing/Developer/Real Estate Projects):

1. Prepare standard formats and checklist for collection of information from developers/promoters/directors of the project-company (hereinafter referred to as ‘company’).
2. Procure/collect organizational structure and detailed information about business of the company.
3. Details of mortgages, liens, encumbrances third party rights created on the project land.
4. Procure business continuity plans from the promoters of the company.
5. List of allottees (names, addresses and contact numbers) who have applied for flats in the project scheme-wise with their sample files (Builder Buyer Agreements- BBA) and details of amounts collected from each allottee.
6. Procure bank-reconciliation statements and escrow account details with a list of all banks and year-wise statements of the company.
7. List of all subsidiary, sister concerns, partnership and JV companies. List of all transactions between company and these from inception of the project.
8. Project related data such as – Title deed, sub-lease deed, sanctioned layout, built-up area, FSI sales, saleable area, built-up area, unit matrix, no of units/floors/towers, floor matrix, FAR details, project specifications, project budgeted cost, land dues (if any).
9. Review current and historical directorship held by individuals in the company and directorship mapping.
10. Review shareholding pattern of the company and the extent of shareholding of each promoter/shareholder.
11. Procure and review audit related documents such as:
  - Audit engagement letter
  - Audit programme for review of books of accounts

- Checklist of compliance with accounting standards
  - Checklist of compliance with auditing and assurance standards
  - Schedules of Balance sheet items and revenue & expenses
  - Copy of audited financial statements of previous years (from inception of the project)
  - Extracts or copies of important legal documents, agreements and minutes relevant to the audit.
  - A record of the study and evaluation of the internal controls related to the accounting system.
  - Independence policy and declarations by audit staff
  - Signed audited financial statements of the company
12. Scrutinize bank accounts/ sales MIS/ Cash flow system (CFS) / Customer Management System (CMS)/ Customer ledgers etc to ascertain the money collected (cash inflows) in the projects from homebuyers and other financial avenues such as banks/financial institutions/NBFC's etc. vis-a-vis money deployed (cash outflows) on the project to ascertain any diversion of the project money.
13. Analyse major policies related to purchase and sale.
14. Significant audit observations of previous year and replies by management
15. Conduct independent assessment of work done at site and comparison of the same with books of accounts.
16. Conduct independent assessment of amount required to complete the balance construction work.
17. Sampling of supporting documents (RA Bills, contractor ledgers, vendor ledgers and consultant contracts and ledgers) of the company year-wise.
18. Suggest the ways and work out the modalities to dispose of unsold inventory/ assets and other receivables so that funds could be used to refund the money with interest to homebuyers and complete the ongoing projects expeditiously for delivery of units/plots/villas etc to the allottees.

### **3.2 Payment schedule, deliverables and timelines**

The overall period of the engagement of the empanelled Auditor shall be thirty six (36) months from the date of signing the contract, with the provision for extension based on requirement.

As and when there is a need to conduct Forensic Audit/ Audit for a particular project, the Authority will ask the empanelled Auditors to submit their quote which should be inclusive of

- Manpower cost
- Travel, boarding and lodging at project location
- Cost for usage of digital equipments / laptop / stationary
- Any other expenses

Selected empanelled auditor will be asked to conduct the Forensic Audit/ Audit. The cost of the audit will be borne by the promoter. The payment schedule will be as follows:

|                              |   |
|------------------------------|---|
| 25% of the audit fee         | within 7 days of the communication of the order of RERA to the promoter |
| 25% of the audit fee         | within 30 days of the commencement of the work                          |
| 25% of the audit fee         | within 7 days of submission of draft audit report to the authority      |
| Balance 25% of the audit fee | within 15 days of the acceptance of audit report by RERA                |

In case of any delay in submission of report / deliverables by more than one month for the reasons solely attributable to the auditor, the authority may impose a penalty of 5% of the total amount of fee payable at that deliverable per month.

### 3.3 Support from the Authority

During the Project, the Auditor shall work in close co-ordination with the Authority and the Authority shall provide (or cause others to provide) the following support to the Auditor and its team members:

1. Regular review and approval of all the documents submitted to the Authority
2. Co-ordination support from respective government agencies and other stakeholders
3. Information, resources and assistance (including access to records, systems, and people) required to perform the Services

## 4 Eligibility and Evaluation criteria

### 4.1 Eligibility criteria

The Applicants should meet all criteria given below:

- a) The Applicant firm should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- b) The Applicant firm must be a practicing Chartered Accountant firm having at least fifteen (15) years of experience in providing Audit services in India to Government organizations/agencies
- c) The Applicant firm must be a practicing Chartered Accountant firm having at least ten (10) years of experience in auditing Infrastructure / real estate projects
- d) The Applicant firm must have a minimum annual turnover of INR 25 crore during each of the last three (3) years ending on 31st March, 2018 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years.
- e) The Applicant firm should have a permanent staff of at least 50 personnel
- f) The Applicant firm should have completed at least ten (10) Auditing projects for Government organizations/ agencies (Departments/ Semi Government or



Autonomous Bodies/ PSUs/ Development Authorities) in the areas of Audit, with five (5) of them related to Audit of infrastructure / real estate Projects.

- g) The Applicant firm or any partner of the firm in discharge of his / her work has not been debarred by ICAI or been disqualified by any other regulatory authority / Court.
- h) The Bid document fee and EMD as specified in the Data Sheet must be submitted.

## 4.2 Evaluation criteria

The successful applicant shall be selected on the basis of evaluation criteria, sub-criteria and points system as given below:

| # | Criteria  | Max marks |
|---|---|-----------|
| 1 | <p><b>Financial Capability</b></p> <p>Annual Average Turnover for the last three (3) financial years:</p> <ul style="list-style-type: none"> <li>▪ <i>Three (3) marks for turnover &gt;INR 25 crore and &lt;=INR 100 crore</i></li> <li>▪ <i>Five (5) marks for turnover &gt;INR 100 crore and &lt;=INR 200 crore</i></li> <li>▪ <i>Eight (8) marks for turnover &gt;INR 200 crore and &lt;=INR 500 crore</i></li> <li>▪ <i>Ten (10) marks for turnover &gt;INR 500 crore</i></li> </ul> <p>[Audited financial statements for last 3 years to be submitted<sup>1</sup>]</p>   | 10        |
| 2 | <p>Experience of audit or similar assignments of companies in real estate sector (projects) of balance sheet size of Rs.100 crore or more</p> <ul style="list-style-type: none"> <li>▪ <i>4 marks per assignment will be given for companies of the balance sheet size Rs.100 – 500 crore</i></li> <li>▪ <i>10 marks per assignment will be given for companies of the balance sheet size Rs.500 – 1000 crore</i></li> <li>▪ <i>If the bidder has attained maximum permissible 20 marks, the additional assignments will not be taken into account.</i></li> </ul> <p>[Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Documentary evidence should be duly submitted]</p> | 20        |
| 3 | <p>Number of Audit assignments undertaken in infrastructure / real estate sector</p> <ul style="list-style-type: none"> <li>▪ Full marks for 10 assignments</li> <li>▪ Relative markings if the number of assignments is less than 10.</li> </ul> <p>[Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Documentary evidence should be duly submitted]</p>  | 30        |
| 4 | <p>Experience in Forensic Audit of companies having balance sheet of size more than 100 crores</p> <ul style="list-style-type: none"> <li>▪ <i>2 marks per assignment will be given for forensic audit of companies of the balance sheet size Rs.100 – 200 crore</i></li> <li>▪ <i>4 marks per assignment will be given for forensic audit of companies of the balance sheet size Rs.200 – 500 crore</i></li> <li>▪ <i>If the bidder has attained maximum permissible 20 marks, the additional assignments will not be taken into account.</i></li> </ul>   | 20        |

<sup>1</sup>Incase Audited statements for FY2017-18 are not available, provisional financial statements can be provided.

|                    |   |            |
|--------------------|---|------------|
| 5                  | Approach & Methodology: Applicant's capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions on Proposed Approach and Methodology   | 10         |
| 6                  | Understanding of the project: <ul style="list-style-type: none"> <li>• Understanding of the Act</li> <li>• Expected impact of the Act on the sector</li> <li>• Challenges in the real estate sector</li> <li>• Role of <b>Authority (UP-RERA)</b>, its processes and functions</li> </ul> | 10         |
| <b>Total Score</b> |   | <b>100</b> |

The Applicant firms will be required to make a presentation before the authority on time, date and place specified by it for assessment on criteria 5 & 6.

Minimum score of 60 marks is required in the evaluation process to be considered for empanelment.

All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts /Completion Certificates, clearly indicating the value of the (project) experiences.

One (project) experience cannot be claimed against more than one criteria given above. In case an Applicant submits the same project under two categories, the submission against first category will be considered.

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for evaluation must have been executed as the primary/ lead Auditor by the Applicant's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

A working space may be provided to the consultant(s) in Authority's office to collect/collate data and in normal days the team can work from their own offices. However, the key team members have to be available for all discussions / meetings which may even be called at short notice.

## **5 Instructions to Applicants**

### **A. General instructions**

#### **1. Number of Proposals and respondents**

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. Consortium is not allowed under this RFP.
- 1.3. Sub-contracting is not allowed under this RFP

## **2. Proposal preparation cost**

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

## **3. Right to accept and reject any or all the Proposals**

- 3.1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Authority reserves the right to reject any Proposal if:
  - 3.2.1. At any time, a material misrepresentation is made or discovered, or
  - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

## **4. Amendment of the RFP**

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <http://www.up-rera.in> through a corrigendum and form an integral part of the e-bid/RFP document. The relevant clauses of the e-bid/RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above mentioned websites from time to time for any amendment in the RFP document/s. In case of failure by the Applicant to get the amendments, if any, the Authority shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date.

## **5. Data identification and collection**

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Applicant has:
  - 5.2.1. Made a complete and careful examination and accepted the RFP in totality;
  - 5.2.2. Received all relevant information requested from Authority and;
  - 5.2.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.3. Authority shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

- 5.4. In case the Applicant seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet prior to the Last Date for Submission of Queries mentioned in the Data Sheet.

## **B. Preparation and submission of Proposals**

### **6. Language**

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### **7. Proposal validity period and extension**

- 7.1. Proposals shall remain valid for a period of One Hundred and Eighty (180) days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Applicant's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **8. Format and signing of Proposals**

- 8.1. The Applicants shall prepare electronic copies of the e-bid/Proposal..
- 8.2. Applicants should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. The e-Bid document shall be digitally signed, at the time of uploading, by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- 8.4. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### **9. Submission of e-bid/Proposal**

- 9.1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Applicants to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date

specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

- 9.2. The Applicants have to follow the following instructions for submission:
  - 9.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Applicants must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
  - 9.2.2. In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - 9.2.3. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
  - 9.2.4. The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
  - 9.2.5. After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the

documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

- 9.2.6. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- 9.2.7. The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- 9.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 9.2.9. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

## **10. Deadline for submission**

- 10.1. E-bid/Proposal must be submitted by the Applicant at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

## **11. Late submission**

- 11.1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

## **12. Withdrawal and resubmission of Proposal**

- 12.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first

log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in> The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

- 12.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.
- 12.3. The Applicant can re-submit his/her e-bid/Proposal as and when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- 12.4. The Applicant can submit their revised e-bids/Proposals as many times as required by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

### **13. Selection of the Auditors**

- 13.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

## **C. Proposal opening**

### **14. Opening of Proposals**



- 14.1. Authority will open all e-bids/Proposals, in the presence of Applicant`s representatives who choose to attend on the prescribed date of opening at the Authority office.
- 14.2. The Applicant`s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 14.3. The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the specifications and qualification requirement shall be notified subsequently.
- 14.4. The Authority will prepare minutes of e-bid/Proposal opening.
- 14.5. After evaluation of e-Bid/Proposal, through the evaluation committee the Authority shall notify those Applicants whose e-Bids/Proposals were considered non-responsive to the conditions of the contract and not meeting the specifications and qualification requirements.
- 14.6. The Authority will simultaneously notify the Applicants, whose e-Bids/Proposals were considered acceptable to the Authority. The notification may be sent on the e-mail provided by Applicant.

## **15. Confidentiality**

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Auditor shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the e-Bids/Proposals, no information relating to the examination, clarification, evaluation and comparison of e-Bids/Proposals and recommendations concerning the award of contract shall be disclosed to Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

## **16. Tests of responsiveness**

- 16.1. Prior to the evaluation of the Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
  - 16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.
  - 16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
  - 16.1.3. It contains all information as desired in this RFP.
  - 16.1.4. Information is provided as per the formats specified in the RFP.
  - 16.1.5. It mentions the validity period as set out in Clause 7.
  - 16.1.6. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Date Sheet of this RFP.
  - 16.1.7. The selected Applicant shall furnish a Performance Guarantee at the time of contract signing amounting to INR 5,00,000 (Five lakh only) in form of Bank Guarantee (BG), which should be valid for 36 months. The BG shall be returned or extended after the expiry of the project period (36 months) as the case may be. The BG can be from any Nationalised or Scheduled Bank.
- 16.2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

## **17. Clarifications sought by Authority**

- 17.1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

## **18. Proposal evaluation**

- 18.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Evaluation Criteria set out in this RFP.
- 18.2. The Proposal of the Applicant/s who do not meet the Eligibility Criteria shall not be considered for further process.

## **19. Notifications**

19.1. Authority will notify the successful Applicant by letter.

## **6 General Conditions (GC) of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

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

- a) "Auditor" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- b) "Client" means the agency with which the Auditor signs the Contract for the Services i.e. Real Estate Regulatory Authority, Uttar Pradesh
- c) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- d) "Government" means the Government of the Client's state
- e) "Party" means the Client or the Auditor, as the case may be, and "Parties" means both of them
- f) "Personnel" means professionals and support staff provided by the Auditor assigned to perform the Services or any part thereof
- g) "Services" means the work to be performed by the Auditor pursuant to the Contract.

#### **1.2 Law Governing Contract**

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

#### **1.3 Language**

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

#### **1.4 Notices**

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

#### **1.5 Authorized Representatives**

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

#### **1.6 Taxes and Duties**

GST shall be paid by the Authority additionally on the professional fee agreed as part of this Contract.

#### **1.7 Fraud and Corruption**

- 1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "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;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "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.

#### 1.7.2 Measures to be taken

The Client will cancel the contract if representatives of the Auditor are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Auditor, including declaring the Auditor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Auditor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### 1.8 Limitation of Liability

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

## **2. Commencement, Completion, Modification and Termination of Contract**

### 2.1 Effectiveness of Contract

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

### 2.2 Commencement of Services

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

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### 2.4 Modifications or Variations

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

### 2.5 Force Majeure

#### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance

of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract 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.

#### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Auditor shall be entitled to continue being empanelled under the terms of this Contract

### 2.6 Termination

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

#### 2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Auditor, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Auditor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Auditor becomes insolvent or bankrupt.
- c) If the Auditor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Auditor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Auditor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

#### 2.6.2 By the Auditor

The Auditor may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Auditor pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45)

days after receiving written notice from the Auditor that such payment is overdue.

- b) If, as the result of Force Majeure, the Auditor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Auditor:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## 3. Obligations of the Auditor

### 3.1 Standard of Performance

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

### 3.2 Confidentiality

Except with the prior written consent of the Client, the Auditor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Auditor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three(3) years from the date of termination of this Agreement.

### 3.3 Documents prepared by the Auditor to be the property of the Client

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Auditor own in performing the Services shall remain with Auditor. Notwithstanding the delivery of any Services, Auditor retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Auditor compile and retain in connection with the Services (but not Client Information reflected in them).

**3.4 Accounting**

The Auditor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

**4. Obligations of the Client**

**4.1 Assistance and Exemptions**

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

**4.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Auditor under this Contract shall be increased or decreased accordingly under this Contract.

**5. Payments to the Auditor**

**5.1 Professional fee and Payments**

The total payment due to the Auditor selected to conduct Forensic Audit for a specific project based on quotes submitted, shall be governed by the Contract Price which will be as per the quotes submitted by the Auditor at the time of request for quotes requested by authority to conduct Forensic Audit as and when required for a specific Project.

**5.2 Terms and Conditions of Payment**

Payments will be made to the account of the Auditor and according to the payment schedule stated in Section 3.2. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Auditor’s income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

**6. Good Faith and Indemnity**

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



6.2 To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Auditor against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Auditor have specifically authorized, in writing, the third party's reliance on the Report.

## **7. Settlement of Disputes**

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

### **7.2 Amicable Settlement**

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

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

### **7.3 Arbitration**

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Lucknow, India. The language of arbitration shall be English.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

### **7.4 Jurisdiction**

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.

## **7 Technical Proposal - Standard Forms**

Form-1 Proposal Submission Form

Form-2 Applicant's Organization and Experience

A Applicant's Organization

B Applicant's Experience

C Applicant's Audit Projects Experience List

Form-3 Description of the Approach, Methodology and Work Plan for performing the assignment

Form-4 Team Composition and Task Assignments

## 7.1 Form 1: Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir:

We, the undersigned, offer to provide the Forensic Audit services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Proposal.

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.

We undertake, if our Proposal is accepted, to initiate the Forensic Audit services related to the assignment at a date mutually agreed between us.

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

We remain,  
Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## **7.2 Form 2: Applicant's Organization and Experience**

### **7.2.1 A - Applicant's Organization**

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

### 7.2.2 B - Applicant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Auditing services similar to the ones requested under this assignment]*

*[This form shall be used for both the kind of experiences, i.e., 4.2(2) Audit Experience / 4.2(4) Forensic Audit Experience]*

|  |   |
|--|---|
| Assignment name:   |   |
| Country:<br>Location within country:   | Duration of assignment (months):                                |
| Name of Client:  | Total No of man-months of the assignment:                       |
| Address:   | Amount of Auditing fee received by your firm (INR)              |
| Start date (month/year):   | Completion date (month/year):                                   |
| Name of associated Auditor, if any:  | No. of professional man-months provided by associated Auditors: |
| Narrative description of Project   |   |
| Description of actual services provided by your staff within the assignment: |   |

### 7.2.3 C – Applicant's Audit Projects Experience List

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Auditing services similar to the ones requested under this assignment]*

*[This form shall be used for listing both the kind of projects, i.e., for eligibility purpose as per point 4.1(f) and evaluation as per 4.2 (3)]*

| S.No. | Assignment Name | Client Name | Duration of Assignment | Start Date | End Date |
|-------|-----------------|-------------|------------------------|------------|----------|
|       |                 |             |                        |            |          |
|       |                 |             |                        |            |          |
|       |                 |             |                        |            |          |
|       |                 |             |                        |            |          |
|       |                 |             |                        |            |          |

### **7.3 Form 3: Description of Approach, Methodology and Work Plan for Performing the Assignment**

*Approach, methodology and work plan are key components of the Proposal. You are suggested to present your Proposal (Maximum 15 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Approach and Methodology,*
- b) Organization and Staffing,*

*a) Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.*

**7.4 Form 4: Team Composition and Task Assignments**

| Name of staff | Qualification details | Number of years of experience | Proposed position and Area of Expertise |
|---------------|-----------------------|-------------------------------|---|
|               |                       |                               |   |
|               |                       |                               |   |
|               |                       |                               |   |
|               |                       |                               |   |
|               |                       |                               |   |
|               |                       |                               |   |