



**THE ADMINISTRATION OF UNION TERRITORY OF LADAKH
Sindhu Infrastructure Development Corporation Limited**

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Ladakh

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Request for

Proposal for

**Selection of a Consultant Chartered Accountancy Firm For providing Audit
Services to Sindhu Infrastructure Development Corporation Ltd (SIDCO),
Ladakh**

enit No: 02 -SIDCO of 2023-24

Date: 06 /05/2023

Notice Inviting Tender

RFP NO:

Date:

Name of the Project	Request for Proposal for Selection of a Consultant Chartered Accountancy Firm For providing Audit Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh
Time allowed	The total engagement period is 3 (Three) years from the signing of contract agreement.
Name of the Authority / Employer	Sindhu Infrastructure Development Corporation Ltd (SIDCO), Ladakh
Address of the Authority	District Industries Centre, Leh
Mode	E- Tendering
Website	https://tenders.ladakh.gov.in
RFP Fee (Non-refundable)	Rs. 5000 /- + 18% GST to be paid online through e-tender website.
Start date and last date for download/ Purchase of RFP	08/05/2023, 10:00 AM, One Day Prior to Bid Submission Last date 14/05/2023 before 05:00 PM
Date of Submission of Clarifications	11/05/ 2023, 5:00 PM
Date of Pre-bid meeting	NA
Last date for submission of Bid	14/05/ 2023, 5 :00 PM
Date of Opening of Technical Bid	15/05/2023, 10:00 AM
Date of Opening of Financial Bid	To be notified after Technical Evaluation
Bid Validity Period	180 days
Earnest Money Deposit (EMD)/ Bid Security	Amount of Rs 50,000/- in the form of DD in favour of SIDCO, Ladakh
Performance Security	The successful bidder shall at his own expense, deposit with Authority, within 10 days of issuance of Letter of Intent (LoI), an unconditional and irrevocable Performance Bank Guarantee (PBG), an amount equal to 3% of the Contract Agreement, in favor of Managing Director, SIDCO, Ladakh for the due performance and fulfilment of the contract. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Successful Bidder.
All the written communication may be sent through email to	Managing Director, Sindhu Infrastructure Development Corporation Ltd, DIC, Leh-194101. Ladakh Email: sidcoleh@gmail.com

**Managing Director
Sindhu Infrastructure Development Corporation Ltd**

Ladakh

Copy to the

1. DIO NIC Leh with the requested to upload the RFP on Ladakh UT Portal

DISCLAIMER

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether to submit a bid. The Authority does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a proposal. The designs, drawings, technical data and any other information provided in this RFP is only indicative and neither the Authority nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.

Neither the Authority or its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Projects in relation to which it is being issued.

The information and statements made in this RFP document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

This RFP Document has not been filed, registered, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

The Authority makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The Authority reserves the right to modify, suspend, change, or supplement this RFP. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued. No part of this RFP and no part of any subsequent correspondence by the Authority, its employees, officers or its consultants shall be taken as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when Proposal for the assignment's definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. The Authority reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.

Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. The Authority may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against the Authority nor its employees, officers nor its Successful Bidders.

Table of Content

1	Introduction.....	8
	a) Background	8
	b) The Project	8
	c) Scope of Work.....	8
	d) Quantum of work and Deployment of Resources	8
	e) Bidder’s Liability	9
	f) Minimum Resources to be Deployed	9
2	Definition and Interpretation.....	10
3	Instructions to Bidders	11
	Scope of Bid.....	11
	Eligible Bidder	11
	One Bid Per Bidder	11
	Cost & Sufficiency of Bidding.....	12
	Acknowledgement by the Bidder.....	12
	Proprietary data	13
	Verification and Disqualification	13
	Conflict of Interest	13
	Contents of the RFP	16
4	Eligibility and Evaluation Criteria	21
	Eligibility Criteria	21
	Short-listing of Bidders	23
	Evaluation of Financial Proposal	23
	Combined and final evaluation.....	23
	Opening and Evaluation of Bids	23
	Tests of responsiveness	23
	Process to be Confidential.....	24
	Clarification of Financial Bids	25
	Bid Prices	25
	Currency of the Bid and Payment	25
	Bid Validity	25
	Alternative Proposals by Bidders.....	25
	Format and Signing of Bid	26
	Submission and Marking of Bids	26
	Deadline for Submission of the Bids.....	26
	Late Bids	26
	Employer’s Right to Accept Any Bid and Reject Any or All Bids	26

Notification of Award and Signing of Agreement	26
Negotiations	27
Substitution of Key Personnel.....	27
Indemnity	27
Award of Consultancy.....	27
Execution of Agreement.....	27
Commencement of assignment	28
Performance Security	28
5 Fraud and Corrupt Practices.....	30
6. APPENDICES	32
APPENDIX-I	33
Annexure-I: Letter comprising the Bid.....	35
Annexure-II: Formats for Pre-Qualification and Technical Bid.....	38
Annexure-III: Format for Particulars of the Bidder.....	39
Annexure-IV: CA Certificate for Net Worth for Bidder.....	40
Annexure- V: Bidders Annual Turnover	41
Annexure-VI: Details of Technical Experience Required for Pre-Qualification	42
Annexure-VII: Anti-Collusion Certificate.....	43
Annexure-VIII: Undertaking from Bidder as per format provided.....	44
Annexure-IX: Power of Attorney/Board resolution	45
APPENDIX-II	46
Annexure-X: Financial Bid Format and Instructions.....	46
Annexure-XI: Format for Financial Bid (Price Bid Schedule).....	47
7. Contract Agreement.....	48
I. Form of Agreement.....	48
II. General Conditions of Agreement	49
A. General Provisions	50
1. Definitions.....	50
2. Relationship between the Parties.....	51
3. Law Governing Agreement.....	51
4. Language.....	51
5. Headings.....	51
The headings shall not limit, alter or affect the meaning of this Contract.....	51
6. Communications	51
7. Location.....	51
8. Authorised Representatives.....	52
9. Corrupt and Fraudulent Practices.....	52

B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT	52
10.	Effectiveness of Agreement	52
11.	Termination of Agreement for failure to Become Effective.....	52
12.	Commencement of Services	52
13.	Expiration of Agreement	52
14.	Entire Agreement	53
15.	Modifications or Variations.....	53
16.	Force Majeure	53
17.	Suspension.....	55
18.	Termination	55
C.	OBLIGATIONS OF THE CONSULTANT	56
19.	General	56
20.	Conflict of Interests	57
21.	Confidentiality.....	58
22.	Liability of the Consultant.....	58
23.	Insurance to be Taken out by the Consultant.....	58
24.	Accounting, Inspection and Auditing	59
25.	Reporting Obligations	59
26.	Proprietary Rights of the Client in Reports and Records.....	59
27.	Equipment, Vehicles and Materials.....	59
D.	CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	60
28.	Description of Key Experts	60
29.	Replacement of Key Experts	60
30.	Removal of Experts or Sub-consultants	60
E.	OBLIGATIONS OF THE AUTHORITY	60
31.	Assistance and Exemptions	60
32.	Access to Project Site.....	61
33.	Change in the Applicable Law Related to Taxes and Duties.....	61
34.	Services, Facilities and Property of the Client.....	61
35.	Counterpart Personnel	61
36.	Payment Obligation.....	62
F.	PAYMENTS TO THE CONSULTANT.....	62
37.	Contract Price.....	62
38.	Taxes and Duties	62
39.	Currency of Payment.....	62
40.	Mode of Billing and Payment.....	62

41.	Interest on Delayed Payments	63
G.	Fairness and Good Faith.....	63
42.	Good faith.....	63
H.	Settlement of Disputes	64
43.	Amicable Settlement	64
44.	Dispute Resolution	64
III.	General Conditions	64
IV.	Special Conditions of Agreement	65
V.	Appendices.....	72
8.	Format for Performance Bank Guarantee	73
9.	INTEGRITY PACT	75
10.	Format for Non-Disclosure Agreement	82

1 Introduction

a) Background

Sindhu Infrastructure Development Corporation Ltd (SIDCO) (“the **Authority**”), a company incorporated under companies act 2013, is a 100% subsidiary of UT Ladakh and a multipurpose corporation for implementation of various infrastructure works in the UT.

b) The Project

The Companies Act 2013 mandates every company to keep its books of accounts and other relevant books and papers and financial statement giving a true and fair view on accrual basis and as per double entry system which shall be maintained at the registered office of the company for every financial year. Therefore, in compliance to the mandate of the Companies act 2013, the Authority intends to appoint a Chartered Accounting Firm for Audit Work/ Tax Consultancy/ Consolidation/Return Filing.

c) Scope of Work

The audit will be conducted on real time basis. Specific areas of coverage of the audit will include the following as per requirement and new areas can also be added by the Authorities.

- Audit of all vouchers related to each and every object undertaken by company of turnover, other income, salaries, purchases, expenses, assets and liabilities.
- Bank reconciliation.
- Balance confirmation of parties.
- Effective Internal financial controls.
- Adherence to accounting principles and Accounting Standards.
- Evaluation of Contracts, Bank Guarantee and FDR/Bonds.
- Audit of transactions pertaining to all taxes, duties, levies, cesses, charges, rates assessment fines, penalties and filing of periodic returns as per relevant statutory laws in force.
- Compliances of direct and indirect taxes.
- Any other works to compliment the above scope of work or as directed by MD/SAO SIDCO.
 1. **Any Other work to complement the above scope of work or as directed by the MD/ED/General Manager Finance, SIDCO.**

d) Quantum of work and Deployment of Resources

The Chartered Accountant Firm will depute qualified Chartered Accountants and necessary support staff required for efficient project implementation at SIDCO. Other Members of the team, if any deployed by the CA firm, must be at least CA./ Semi Qualified CA/ Experience of at Least 3years.All deployed senior Agency members must visit the SIDCO Office as and when required by the authority and for monthly discussion on progress and performance of the work. In addition, the CA deputed should not be replaced on regular intervals. Any change in CA employee deputed should be well informed and communication for the same should be given at least before 30 working days of her/his replacement. The replacement request should be accompanied with an equal or better CV for approval. Frequent replacements will be treated as indiscipline of service provider and may lead to termination of the Contract.

e) Bidder’s Liability

The Selected Bidder shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The Selected Bidder shall completely indemnify and hold harmless SIDCO and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Firm/Agency or any of its employees engaged in the provision of the manpower services to the Client.

The Selected bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the bidder contravening this condition, Authority shall be entitled to place the contract elsewhere on the Firm/ Agency s risk and cost and the Firm/ Agency shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

f) Minimum Resources to be Deployed

The Agency shall ensure deployment of the following minimum resources for the purpose of this project:

Sr. No.	Designation	Qualification	Nos	Location
1.	Chartered Accountant	Qualified Chartered Accountant ICAI qualified with Atleast7 years of Experience in Audit works for Government Organizations.	1	Onsite Leh
2.	Tally operator	B.COM with 3 years’ experience of Tally	1	Onsite Leh
3.	Assistant Manager Accounts	Semi Qualified (CA Intern/ CWA Intern/ CMA Intern with 3 years practical experience in preparation of accounts for Government Organizations	1	Onsite Leh

2 Definition and Interpretation

In this Request for Proposal, capitalized terms and expressions shall have the meaning attributed to them below, unless otherwise defined above or the context requires otherwise.

Authority	means Sindhu Infrastructure Development Corporation (SIDCO), Ladakh who is engaging agency/entity
Business Day	means a day during which the SIDCO office is open
Bidders	shall mean the Authority intends to qualify suitable Bidders who will be eligible for opening of the Financial Cover, for awarding the Project through a competitive bidding process.
Bidding Documents	shall mean documents provided by the Authority for submission of Bids
Bid Due Date	shall mean last date for submission of Bid
Bidding Process	shall mean The Authority has adopted a single stage two cover process for selection of the bidder for award of the Project
Selected Bidder	The Applicant selected and awarded the contract to deliver the Services
Eligibility Criteria	Means the criteria listed in Section 4 which the Applicants must meet
Financial Cover	means the Authority expects to qualify bidders who shall be eligible for opening of financial bids in the second cover of the Bidding Process.
PWD	Public Works Department
Request or Proposal	Means a proposal sent by Bidder in response to this Request for Proposal, within the Deadline, drafted in accordance with the template attached hereto
SIDCO	Sindhu Infrastructure Development Corporation
Project	Request for Proposal for Selection of a Consultant Chartered Accountancy Firm For providing Audit Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh
SDP	<i>Special Development Package</i>
Selection Criteria	Means the Eligibility Criteria and the Evaluation Criteria

3 Instructions to Bidders

Scope of Bid

This tender intends to shortlist a Consultant Chartered Accountancy Firm for Audit Work/ Tax Consultancy/ Consolidation/Return Filing works for Sindhu Infrastructure Development Corporation.

The Selected Bidder will be expected to complete the Project as specified in this RFP.

Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering etc.) are synonymous.

Eligible Bidder

Invitation for Bids is open to firms / agencies who fulfil the requirements laid down in Eligibility criteria as specified in this RFP.

All bidders shall provide Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly, or indirectly, with the Consultant or any other entity that has prepared this, and other documents for the Project/ Work or being proposed as Project/ Work Manager for the contract.

The bidder should be a registered partnership firm or a limited liability partnership firm providing Management Consultancy and other services permitted by the ICAI.

The firms are required to provide professional, objective, and impartial services and at all times hold the SIDCO's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own interests.

Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SIDCO, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the firm may lead to disqualification of the firm or termination of the contract.

Firms must observe the highest standards of ethics during the selection and execution of the contract. SIDCO may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

The family members/ blood relations of employees and/or full-time consultants of SIDCO shall not be eligible to participate in the RFP process. Any proposal submitted by them may be summarily rejected. In case, SIDCO comes to know of the relationship subsequent of the award of contract, the contract shall be liable to be cancelled. It is clarified that the term full time consultants of SIDCO does not refer to firms/people, which may have been shortlisted for an assignment/project of SIDCO through an RFP process.

One Bid Per Bidder

Each bidder shall submit only one bid for the Project. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

Cost & Sufficiency of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for those costs.

The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

Acknowledgement by the Bidder

Bidders are encouraged to submit their respective Bids after ascertaining for themselves the location, surroundings, climate, and any other matter considered relevant by them. Bidders are advised to familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project and its surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from the Authority;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred in the RFP;
- iv. satisfied itself about all matters, things and information including matters referred to in Clause 3.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Authority;
- vi. acknowledged that it does not have a Conflict of Interest;
- vii. agreed to be bound by the undertakings provided by it under and in terms hereof; and
- viii. has made necessary provisions for inclusion of costs related to maintenance during the implementation period in its Bid

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

Proprietary data

All documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority

Verification and Disqualification

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Agreement or otherwise.

Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall enforce the Bid Security Declaration, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Bidder, or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or

- (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its Firm/ Agency (s) or sub- Firm/ Agency (s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its Firm/ Agency (s) or sub-Firm/ Agency (s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its Firm/ Agency (s) or sub-Firm/ Agency (s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
- (i) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

Contents of the RFP

This Bid Document is structured to provide prospective Bidders, with sufficient information including any addendum/ corrigendum issued, if any, on which to prepare a Proposal and is organized in the following manner:

1. Introduction
2. Definitions and Interpretation
3. Instruction to Applicants
4. Eligibility & Evaluation Criteria
5. Fraud and Corrupt Practices
6. Appendices

The bidders are expected to examine carefully all instructions, conditions of contract, BDS, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the Bidder's own risk. Non-responsive bid(s) shall be summarily rejected, and no communication shall be entertained. The draft Agreement forms integral part of the RFP.

Clarification of Bidding document

Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with NIT. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in NIT. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or to provide any clarification.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

Amendment of RFP

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.

Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

Preparation and Submission of Bids

3.9.5.1 Format of Signing of Bid

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security / Bid Security Declaration, proof of online payment of cost of bid document, POA and Joint Bidding Agreement etc. as specified in the RFP are received in hard copies.

The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

Document comprising the Bid

The bid to be submitted on-line by the bidder shall comprise scanned copies of the following in two separate parts:

A. Part I: Pre-Qualification and Technical Bid

i. Pre – Qualification

- RFP Fee as per “NIT”
- EMD as per “NIT”

ii. Technical Bid

- Bid Cover letter as per format provided at Annexure-II
- Checklist as per format provided at Annexure-III
- Bidder’s Particulars as per as per format provided at Annexure-IV (on letter head)
- Certificate from the statutory auditor/ CA towards positive net worth of the company as per format provided at Annexure-V
- Chartered Accountant/ Statutory Auditor certificate for Bidders Annual Turnover (Turnover of Bidder) Over Last 3 Financial Years as per format provided at Annexure-VI,
- Copy of GSTIN and PAN
- Detail of Project Technical Experience as per format provided at Annexure-VII
- Anti-Collusion Certificate as per format provided at Annexure-VIII
- Undertaking from Bidder as per format provided at Annexure-X
- Format for Bid Security as per format provided at Annexure-XI

- Format for Power of Attorney/ Board Resolution provided at Annexure-XII

B. Part II: Financial Bid

- (i) The Financial Bid shall be submitted online at <https://tenders.ladakh.gov.in> as per format and instructions as mentioned therein.

Bid Due Date

Bids should be submitted before the schedule time as per NIT on the Bid Due Date at the address provided and, in the manner, and form as detailed in this RFP.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.15.2 uniformly for all Bidders.

Late Bids

3.9.8.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

Contents of the Bid

The Authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

The proposed Agreement shall be deemed to be part of the Bid.

Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding 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 therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

Validity of Bids

- 3.9.12.1 The Bids shall be valid for a period of not less than 90 (ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

Confidentiality

- 3.9.13.1 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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reason thereof.

Bid Security

The Bidder shall furnish as part of its Bid a Bid Security” as specified in the NIT.

Any Bid not accompanied by “Bid Security” shall be rejected by the Authority as non-responsive.

The Authority shall be entitled to enforce the Bid Security as Damages inter alia in any of the events specified in Clause 3.9.15.4 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;
- b. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c. In the case of Selected Bidder, if it fails within the specified time limit —
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
- d. In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

Non-disclosure agreement

3.9.16.1 The selected Bidder has to sign Non-Disclosure Agreement with SIDCO. It will be selected bidder responsibility to get this agreement signed along with contract agreement. Format of Draft NDA is attached in **Appendix II Form10**.

4 Eligibility and Evaluation Criteria

Eligibility Criteria

Qualification of the Bidder

The Pre-qualification conditions of the Bidders are tabulated as below:

S. No	Conditions	Documentary evidence
1.	Atleast 2 numbers of full-time partners associated with the firm/LLP for notless than 5 years and shall be member ofthe Institute of Chartered Accountants of India	<ul style="list-style-type: none"> • the firm/LLP must submit an attested copy of certificate of Institute of Chartered Accountants of India with respect to its constitution
2.	The Consultant CA Firm should have 5 years' experience in Audit of Annual Accounts of Central Autonomous bodies / other organization particularly in Private Sector and Filing of Returns of Income Tax.	<ul style="list-style-type: none"> • the firm shall submit a declaration for no of years in existence and certificate from ICAI with respect to its constitution
3	At least 3 nos of assignment of Internal/Statutory Audit of Corporation/PSUs/Limited companies having an average turnover of not less than Rs. 50 crore in last years. The experience of the preceding 5 years shall only be considered.	<ul style="list-style-type: none"> • the firm must submit a copy of the completion letter/ certificate from the auditee organisations and annual reports evidencing the turnover of the auditee organisations.
4.	<ul style="list-style-type: none"> • The Consultant should have an Average Annual Turn-Over of INR 2 cr. during the last three (3) financial years (2019-2020, 2020-2021, 2021-2022). • The bidder should have positive Net Worth at the end of last financial year's i.e. 2021-2022 and the Net Worth of the Company has not eroded by more than 25% in the last three years ending on 31st March 2022. 	<ul style="list-style-type: none"> • Certificate from the statutory auditor / CA w.r.t Net worth for last Financial Year and Annual Turnover for last three Financial Years (i.e 2019-2020, 2020-21, 2021-22) duly certified based on audited Financial Statements. • Certificate from the statutory auditor / CA without Unique Document Identification Number (UDIN) will be invalid.
5.	The applicant entity should not have been banned/declared ineligible for corrupt and fraudulent practices or blacklisted by the Govt. of India/State Govt/ICAI/C&AG/any financial sector regulator and should not have any disciplinary proceedings pending against it or any of its partners with ICAI/ C&AG/any financial sector regulator in India as on bid due date.	<ul style="list-style-type: none"> • Undertaking by the authorized signatory

Note:

- Documentary evidence (Citation, copy of completion / work order / Contract) is required for all project experience.
- For projects where fee has been received in any currency other than Indian Rupees, then the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.
- SIDCO (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.

Technical Evaluation Criteria

The bids will be evaluated on Least cost Basis. The Bidder quoting least cost shall be declared as Selected Bidder.

In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, Only those Bidders whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for opening of Financial Proposal.

The scoring criteria to be used for evaluation shall be as follows

Sr. No.	Type of resource	Maximum Marks
1.	Number of partners (Partners should necessarily be a member of Institute of Chartered Accountants of India) (2 marks for each partner and nil points if partners are not either based at jammu or kashmir or ladhakh)	25
2.	The Consultant firm have adequate staff to undertake audit work. The staff includes Articles, Audit clerks and semi-qualified personnel. The Marking shall be: 1-4 staff (2 marks) 5-10 staff (4 marks) 11-15 staff (6 marks) More than 15 staff (10 marks)	15
3.	Number of professionally qualified staff (with associate/fellow membership of ICAI/ICWA) 1-2 staff (2 marks) 3-5 staff (4 marks) 5-10 staff (6 marks) More than 10 staff (10 marks)	15
4	Turnover for last three financial years of the Consultant firm /LLP Equal to 2 Cr per annum – 2 marks for each year. More than Rs. 2 Cr and upto 10Cr per annum- 3 marks for each year. More than Rs. 10Cr per annum :- 4 marks for each year	40
5	Number of internal/statutory audit undertaken during the last 5 years in Corporation/PSUs/Limited companies (whose average turnover is more than Rs. 50 crore in the last 5 years) (5 marks for each assignment, maximum 10 assignments)	50
6	Total Marks	100

Short-listing of Bidders

Bidders ranked as aforesaid, shall be short-listed for financial evaluation in the second stage.

Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out as per this Clause 4.3. Each Financial Proposal will be assigned a financial score (SF).

For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

Combined and final evaluation

Deleted

Deleted

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The Selected Bidder shall be the first ranked Bidder (having the lowest financial quote).
Deleted .

Opening and Evaluation of Bids

The Authority shall open the Bids online on the date and time specified in the NIT and at the place specified in NIT and in the presence of the Bidders who choose to attend. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4.

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

Tests of responsiveness

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

In the first step, Authority will evaluate the Technical Proposal submitted by the Bidders as per the eligibility criteria as specified in the RFP Document. The Authority would subsequently evaluate the adequacy of the technical information so as to comply with the conditions set out in the RFP. However, no weightage will be given for the same. The objective of the Technical Evaluation shall be to assess the technical competence of the Bidders. However, if required at any stage during technical evaluation of Bids, clarifications may be sought from the bidders. Also, Bidders may be asked to make presentation on their technical competence, if required.

After completion of Technical evaluation, Authority would prepare a list of Technically Qualified/Eligible Bidders. Therefore, all the Technically Qualified/Eligible Bidders will be notified and requested to attend the opening of their Financial Bids, Date and Time and Venue of the same will also be intimated to respective Bidders.

During the detailed evaluation of Qualification Information/ “Pre-qualification & Technical Bids”, the Employer will determine whether each Bid:

- (a) meets the eligibility criteria;
- (b) supporting documents has been properly signed;
- (c) is accompanied by the required securities and;
- (d) s accompanied by statutory auditor / CA certificates with Unique Document Identification Number (UDIN).
- (e) is substantially and unconditionally responsive to all the requirements of the Bidding documents.

Thereafter, Financial Bids of only technically qualified / eligible Bidders shall be opened in the presence of authorized representatives of the Bidders, who choose to attend. The names of authorized representatives of the Bidders will be announced at the Bid Opening and recorded.

A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- i. which affects in any substantial way the scope, quality, or performance of the Works;
- ii. which limits in any substantial way, inconsistent with the Bidding documents, the Employer’s right or the Bidder’s obligations under the Contract; or
- iii. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a “Financial Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non- conforming deviation or reservation.

Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing the Bids, or award decisions may result in the rejection of his bid.

Clarification of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates or analysis etc. The request for clarification and the response shall be in writing.

Bid Prices

The Consultant Firm/ Agency shall fill up the usual printed form, stating the total cost (in figures as well as in words) the total estimated cost given in Bills of Quantities. The tender submitted shall be treated as invalid if:

- a. The Firm/ Agency does not quote the total amount of tender or any section/sub head of the tender.
- b. The total cost quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- c. The total quoted is different in figures & words on the total amount of tender or any section/sub head of the tender
- d. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

All duties, taxes including GST and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

Currency of the Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

Bid Validity

Bids shall remain valid for a period specified in the NIT after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his bid.

Alternative Proposals by Bidders

Alternative/Conditional offers will not be considered and shall be rejected by the Employer as non-responsive.

Format and Signing of Bid

The bidder shall submit the bid online comprising of documents as specified in the RFP.

Submission and Marking of Bids

The Bidder shall submit its bid online in two folders separately i.e., “Pre-qualification & Technical Bid (Part-I)” and “Financial Bid (Part-II)”

The contents of Technical and Financial Bids will be as specified in this RFP. All documents are to be signed by the authorized representative of the Bidders

Deadline for Submission of the Bids

Complete Bids (including Technical and Financial) shall be received by Employer online not later than the date and time specified in the NIT. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with provisions of RFP, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

Late Bids

The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

Employer’s Right to Accept Any Bid and Reject Any or All Bids

The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.

Notification of Award and Signing of Agreement

The Bidder whose bid has been accepted by the Employer will be notified of the award by the Employer prior to expiration of the Bid validity period.

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of this RFP.

The agreement will incorporate all relevant correspondence between the Employer and the Successful Bidder. It will be signed within 15 days following the issuance date of Letter of Intent (LoI).

Negotiations

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. It may be noted that Authority reserves the right to ask the selected bidder to justify and demonstrate that the prices proposed in the Financial Proposal are not out of line with the rates being charged by the bidder for other similar assignments.

The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons not attributable to the Consultant such as any incapacity or due to health, death etc, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons not attributable to the Consultant such as any incapacity, resignation or due to health. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, enforce the Bid Security Declaration on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest-ranking Bidder may be considered.

Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the prescribed period. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 3.29 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security shall be enforced.

Performance Security

The successful bidder shall at his own expense, deposit with Employer, within 10 days of issuance of Letter of Intent (LoI), an unconditional and irrevocable Performance Bank Guarantee (PBG), in favour of Managing Director Sindhu Infrastructure Development Corporation (SIDCO) for the due performance and fulfilment of the contract. For extension of time for submission of Performance Guarantee beyond stipulated time, SIDCO will charge 12% per annum on daily basis but, if SIDCO is satisfied with the reason or as per approval of Director it may extend further time beyond 07 days with or without imposing any penalty. However, in case last date of submission of performance guarantee happens to be bank holiday the last day of submission shall be the next working day.

PBG equivalent to 3% of the tendered amount shall be submitted within 10 days of issuance of Letter of Intent. On completion of the implementation phase by the successful bidder and upon issuance of completion certificate. PBG shall be valid upto stipulated date of completion plus minimum period of 60 days beyond such dates. PBG shall be released without any interest.

The Bank Guarantee shall be invoked by Managing Director, Sindhu Infrastructure Development Corporation, Ladakh in case of deficiency in services provided by the Successful Bidder.

Failure of the successful Bidder to comply with the above requirements, shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

Performance Security shall be submitted in the form of Bank Guarantee in the format acceptable to the Authority or in the form of payment through RTGS/ NEFT as per bank details provided in the data sheet.

The performance security shall be submitted for entire Contract Period and shall be valid for six months after the scheduled completion date.

It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract Agreement.

Should the contract period, for whatever reason be extended, the Consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished

Appropriation of Performance Security

Performance Security submitted by the Consultant shall be forfeited if the Consultant fails to commence operations as per the requirements of this RFP.

In the event the Consultant fails to perform any or all its obligations under the Contract Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Consultant.

Upon occurrence of a Consultant Default or failure to meet any condition as per the Contract Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Consultant Default or failure to meet any Condition Precedent.

Upon such appropriation from the Performance Security, the Consultant shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Consultant shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Consultant Default or to meet any Condition Precedent, and in the event of the Consultant not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

Release of Performance Security

4.25.10.1 Performance Security submitted, will be returned to the Consultant subject to the Authority's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.

5 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, 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, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, is found by the Authority 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 LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
6. Bidder shall comply with the provisions of Model Agreement for Integrity Pact (IP). (Format given in Appendix II Form 9) shall be submitted by the Bidder along with the Bid duly signed by the Authorised signatory of the Bidder and shall be deemed to be a part of the Agreement.

7. APPENDICES

APPENDIX-I

1. Payment Schedule

Payments shall be made monthly as per the Financial Bid.

A. Work Completion Certificate

SIDCO shall issue Work Completion Certificate to the Selected Bidder upon completion of Contract Duration as per scope of work and Implementation and Payment Schedule.

B. Provisions for Unsatisfactory Services

If services of Selected Bidder are not found satisfactory, at any stage during the period of contract, in such situations the entity shall be bound to remove the deficiencies at its own cost within the time period fixed by SIDCO. In case the firm is not able to remove and rectify the deficiencies within the given time period, the SIDCO will be competent to impose the penalty provisions stated in the SLAs in this tender document.

C. Service Level Agreement (SLA) & Penalty

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the Selected Bidder to SIDCO for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Implementation Bidder can be measured.

The Selected Bidder and SIDCO shall maintain a monthly contact to monitor the performance of the services being provided by the Bidder.

The Selected Bidder shall submit a Monthly Progress Report to SIDCO without fail on every 5th Day of end of the Next Month.

Delay exceeding (Days)	Penalty % on the respective Payment milestone value
5	1%
15	2%
25	3%
30	5%

D. Other Conditions

1. Neither party can assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

2. Services of the SelectedBidder regarding up gradation, grievance against complaint will be evaluated after every three months and report will be placed before the Competent Authority, SIDCO for information.
3. Safety, security, maintenance & insurance of the equipment and infrastructure at the project sites/locations shall be responsibility of SelectedBidder during the project time period. Thereafter, it will be the responsibility of SIDCO.
4. The SelectedBidder shall not change the legal entity of the company during the contract period without the permission of SIDCO. The bidder will submit the declaration (on affidavit) in this regard. If this is violated at any point of time during the currency of the contract, SIDCO reserves the right to cancel the agreement and the entire infrastructure installed will become the property of the SIDCO and no payment due of any kind will be made to the bidder.
5. Any claim for remission on the basis of loss/harm to business interest on extraneous / unforeseen conditions / reasons whatsoever, shall be summarily rejected by the SIDCO without any kind of response to the SelectedBidder& the SelectedBidder shall not be entitled to make any claim / remission on that account.
6. The SelectedBidder shall be liable and responsible for any loss of life and / or physical harm and any type of misconduct to the officials (SIDCO and its Representatives) on account of negligence on the part of employees of the SelectedBidder during the installation and maintenance of the system. (The employees of the bidder should be of the high integrity and moral value)
7. Support services from the selected agency/firm/company would be required on regular basis to SIDCO on all working days between 09:30 Hrs to 17:30 Hrs.
8. The SelectedBidder shall not cause any interference/hindrane to any activity of the SIDCO or any government authority at the project sites/locations in regard to the services covered under the scope of this project
9. The Selected Bidder shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set forth under the Minimum Wages Act and the Contract Labour Act 1970.

Annexure-I: Letter comprising the Bid

Date:

To,

Managing Director,
Sindhu Infrastructure Development Corporation,
Leh-194101, Ladakh

Tender Reference No : Dated.....

Subject: Request for Proposal for Selection of a Consultant Chartered Accountancy Firm For providing Audit and Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh.

Dear Madam / Sir,

Dear Sir/madam,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for the subject Project. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Annexure / Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any Conflict of Interest in accordance with Clause 5 of the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice

or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders.
8. I/We declare that we are not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in **Annexure-IX**.
16. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
In witness thereof, I/we submit this Proposal under and in accordance with the terms of
the RFP Document.

Yours faithfully, (Signature, name and designation of the authorised signatory) (Name and
seal of the Bidder / Lead Member)

(Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member

Date:

Annexure-II: Formats for Pre-Qualification and Technical Bid

Sl. No.	Items	Attached (Yes /No.)	Documentary Proof (Page No.)
1	Proof of RFP Fee		
2	Bid security declaration		
3	Bid Cover Letter		
4	Bidder's Particulars		
5	Power of Attorney / Board Resolution to the Authorized Signatory		
6	Copy of Certificate of Incorporation along with Memorandum of Association and Article of Association		
7	Copy of PAN		
8	Copy of GSTIN		
9	Certificate from the Statutory Auditor/ Chartered Accountant towards positive net worth of the company.		
10	Certificate from the Statutory Auditor/ Chartered Accountant of Bidders Annual Turnover (Turnover of Bidder) and Profitability		
11	Affidavit/Undertaking by the Bidder		
12	Detail of Technical Experience		
13	Anti-Collusion Certificate		
14	Signed Copy of RFP along with Addendum, Corrigendum if any.		
15	Proposed Methodology		
16	Power of Attorney for designating Lead Member of Consortium		
17	Memorandum of Understanding (MoU) for Consortium		

Annexure-III: Format for Particulars of the Bidder

[On Bidders Letter head]

Details of the Bidder (Company)		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this RFP	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover of last three financial years)	FY 20-21:
		FY 19-20:
		FY 18-19:
L.	GSTIN Number	
M.	PAN	
N.	EMD Details	
O.	Address of Bank Branch	
P.	IFS Code of Bank Branch	
Q.	Bank Account Number	

Date:

Signature of Authorized Representative

Name of Bidder:

Full Address:

Telephone No.

Annexure-IV: CA Certificate for Net Worth for Bidder

Date: dd/mm/yyyy

UDIN:

To

Managing Director,
Sindhu Infrastructure Development Corporation
Leh-194101, Ladakh

Sir/Madam,

It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2020-21, the Net worth of M/s _____ (Name & registered address of the bidder), as on 31st March 2021 is Rs. _____ after considering all liabilities. It is further certified that the Net Worth of the Company has not eroded by more than 25% in the last three years ending on 31st March 2021.

Signature of Auditor (with official seal)

Membership No. :

Name :

Designation :

Address :

Telephone&Fax :

E-mail address :

Annexure- V: Bidders Annual Turnover

(Turnover of Bidder) Over Last 3 Financial Years

Date: dd/mm/yyyy

UDIN:

To
Managing Director,
Sindhu Infrastructure Development Corporation,
Leh-194101, Ladakh

Subject: Selection of a Consultant Chartered Accountancy Firm For providing Audit and Services to
Sindhu Infrastructure Development Corporation (SIDCO), Ladakh
(RFP No: Dated: //)

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the Selection of a Consultant Chartered Accountancy Firm For providing Audit Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh

I hereby declare that below are the details regarding turnover of _____ over last 3 financial years:

S. No	Details	FY 2019-20 (in crore) (i)	FY 2020-21 (in crore) (ii)	FY 2021-22 (in crore) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover-				

I hereby declare that below are the details regarding Profit After Tax of _____ over last 5 financial years:

S. No	Details	FY 2017-18 (in crore)	FY 2018-19 (in crore)	FY 2019-20 (in crore)	FY 2020-21 (in crore)	FY 2021-22 (in crore)
1	Profit After Tax					

The above information is based on the audited financial statements.

Yours Sincerely,

Signature of Auditor (with official seal)

Membership No:

Name:

Designation:

Address:

Telephone & E-mail address:

Annexure-VI: Details of Technical Experience Required for Pre-Qualification.

Sl. No.	Name of Project	Year of Project	Page Number
1			
2			
3			
4			
5			

Detailed Project Experience (please provide separate table for each project duly signed by Client on client's letterhead)

Project Information	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Actual Cost of work done	
Mapping Solution used (Yes/No)	
Other Relevant Information (if any)	
Please check (√) on the supporting documents enclosed: Work Order received from Client Agreement signed between Bidder and Client Client Certificate/ others (if any)	

Detailed operation & Maintenance Experience (please provide separate table for each project duly signed by Client on client's letterhead)

Project operation & Maintenance Information	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date of Operation & Maintenance	
Completion date of Operation & Maintenance	
Duration of the project	
Actual Cost of work done	
Mapping Solution used (Yes/No)	
Other Relevant Information (if any)	
Please check (√) on the supporting documents enclosed: Work Order received from Client Agreement signed between Bidder and Client Client Certificate/ others (if any)	

Annexure-VII: Anti-Collusion Certificate

(on Letter Head)

To Whomsoever It May Concern

1. That we hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.
3. We confirm that we are neither associated, nor have been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project/Work or being proposed as Project/Work Manager for the contract.
4. We are not engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of our affiliates.

Signed by an authorized Officer of the Entity

Date

Annexure-VIII: Undertaking from Bidder as per format provided

(Affidavit / Undertaking (duly attested by Notary Public/First Class Magistrate on stamp paper of Rs. 50/-)

I, _____ authorized signatory of M/s. _____ having its principal place of business/ registered office at (Full Address) do hereby solemnly affirm and declare as under:

- a. That I/We in the name and style of _____ had applied for the work _____.
- b. That I/We have not been under a declaration of ineligibility for corrupt or fraudulent practice or blacklisted with any of the Government (Central or State), Semi-Govt. & PSU in India in as on bid due date.
- c. That there are no criminal proceedings pending/ ongoing in any court of law regarding construction project executed by me/us.
- d. That I/We undertake and confirm that eligible similar work(s) has / have not been executed through another Firm/ Agency on back to back basis.
- e. I/ We undertake and confirm that if such a violation comes to the notice of SIDCO before date of start of work, the MD/ ED /GM Finance shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee. Further, if such contract has been awarded, the same shall be rescinded including forfeiture of EMD & Performance Guarantee.
- f. The undersigned hereby certify that all the documents and information submitted with the tender/ bid are 'true' & I/We stands fully responsible as per law for their genuineness and correctness.

Signed by an authorized Officer of the Entity

Date

Annexure-IX: Power of Attorney/Board resolution

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./Ms. _____ R/o _____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for Request for Proposal for Selection of a Consultant Chartered Accountancy Firm For providing Audit Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh, including signing and submission of all documents and providing information/ responses to SIDCO and representing us in all matters in connection with our bid for the said Project.

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

For (Signature)
(Name, Title and Address)
(Designation)

Accept

..... (Signature)
(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of 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 when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

Witness: - Postal Address: -
Address: -
Occupation: -
Telephone No.
Fax: -
E-Mail:

APPENDIX-II

Annexure-X: Financial Bid Format and Instructions

1. General Instructions

- a. The Bidder shall read the technical specification and scope of work clauses before he quotes his rates for the work and his rates shall include the cost of the plants, machineries, materials to be used and the labour etc. required for the execution of the Works, which is to be strictly observed except in so far as otherwise provided in the Bill of Quantities or the schedule of rates and prices.
- b. Financial Bid needs to be submitted online as per the instruction given in the RFP in the format in this section.
- c. All the prices are to be entered in Indian Rupees (INR) only.
- d. It is mandatory to provide breakup of all the Taxes, Duties and Levies whenever asked for.
- e. SIDCO reserves the right to ask the Firm/ Agency to submit proof of payment against any of the taxes, duties, levies indicated.
- f. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reason whatsoever.
- g. The bidder shall quote his price as total cost (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible.
- h. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reason whatsoever.

Annexure-XI: Format for Financial Bid (Price Bid Schedule)

Sl. No.	Item Description	Quantity	Units	Estimated Rate incl. all taxes in Rs. per Month	Total Amount With Taxes in Rs.
1	2	4	5	6	7
Request for Proposal for Selection of a Consultant Chartered Accountancy Firm for providing Audit and Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh					
1.01	Selection of a Consultant Chartered Accountancy Firm For providing Audit and Services to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh	36	Monthly	-	-
	Total in Figures				-
	Quoted Rate in Figures	Select			0.00
	Quoted Rate in Words				

8. Contract Agreement

Agreement for Consultant's Services
Lump-sum

**Selection of a Consultant Chartered Accountancy Firm For providing Audit Services
to Sindhu Infrastructure Development Corporation (SIDCO), Ladakh**

Reference no:

Agreement between

Sindhu Infrastructure Development Corporation (SIDCO), UT of Ladakh
Leh – 194101

and

Name of the firm and address

Agreement no..

Date

I. Form of Agreement

This AGREEMENT (hereinafter called the “ Agreement”) is made on of the month of..... , Two Thousand twenty two, between **First part**, the (Name of the Authority), (herein called the “Authority”) and **Second part** M/s Name of the firm with address (hereafter called the “Consultant”)

Whereas

- (a) the Authority has requested the consultant to provide certain services as defined in this Agreement (herein called the “Services”);
- (b) the Consultant, having represented to the Authority that it has required professional skills, expertise and technical resources, has agreed to provide the services on the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows

- 1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
 - a. The General Conditions of Agreement
 - b. The Special Conditions of Agreement
 - c. Appendices
 - i. Appendix-A : Terms of Reference
 - ii. Appendix -B : Key Experts
 - iii. Appendix -C: Contract Price

In the event of any inconsistency between document, the following order precedence shall prevail: the Special Conditions of Agreement, General Conditions of Agreement, Appendix A, Appendix B, Appendix C. Any reference to this Agreement shall include, where the context permit, re reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
 - b. the Client shall make payments to the Consultant in accordance with the provisions of the Agreement .

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Client
Name and Designation of the Officer

For and on behalf of the Consultant
Name and designation of the authorised representative

II. General Conditions of Agreement

A. General Provisions

1. Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having force of the law in India, as they may be specified in the Special Conditions of the Agreement, as they may be issued and in force from time to time,
- (b) “Agreement” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in paragraph 1 of the Form of Agreement (the GCA and SCA, RFP with addendum and the Appendices).
- (c) “Authority” means the implementing agency that sign the Agreement for the services under the signed Agreement.
- (d) “Authorised Representatives” shall have the meaning :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 Consultant may be taken or executed by the officials specified in the Contract.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the client to provide the Services under the signed Agreement,
- (f) “Contract Agreement” or “Agreement” means the Contract signed by the Parties and all the attached documents, if any
- (g) “ Confidentiality” shall have the meaning set forth in Clause 21 of GCC
- (h) “Currency” means the currency of the Client’s country
- (i) “Dispute” shall have the meaning set forth in Clause 43 of GCC
- (j) “Day” means a working day unless indicated otherwise.
- (k) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCA10.
- (l) “Experts” means, collectively, Key Experts or any other personnel of the Consultant or Sub consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (m) “GCA” means the General Conditions of Agreement
- (n) “Government” means government of the Client’s country
- (o) “Key Experts” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and Whose Curricula Vitae(CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “RFP” means Request for Proposal i.e a document to solicit proposal , made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.

- (r) “SCA” means the Special Conditions of Agreement by which the GCA may be amended or supplemented by not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix-A hereto.
- (t) “Schedule Bank” means Banks specified in the RBI Act 1932
- (u) “Sub-consultant” means an entity to whom / which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Agreement.
- (v) “SIDCO” mean the Sindhu Infrastructure Development Corporation,
- (w) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (x) “UT Government”, means the Administration of Union Territory of Ladakh

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Authority and Consultant. The Consultant, subject to this Agreement, has complete charge of the Experts and Sub consultants, if any, performing the Services and shall be fully responsible for the services by them or on their behalf hereunder.

3. Law Governing Agreement

3.1 This Contract, its meaning and interpretations, and the relation between the Parties shall governed by the Applicable Law

4. Language

4.1 This Contract has been executed in the language specified in the SCA, which shall be the binding and controlling language for all matters relating to the meaning or interpretations of this Agreement.

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCA 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is address, or when send to such Party at the address specified in the SCA.

A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCA

7. Location

7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authorised Representatives

8.1 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 Consultant may be taken or executed by the officials specified in the SCA.

9. Corrupt and Fraudulent Practices

the Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in this Agreement to the GCC.

the Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and / or sanctions by the Client.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

10. Effectiveness of Agreement

This Agreement shall come into force and effective on the date (the Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services, this notice shall confirm that the effectiveness conditions, if any, listed in the SCA have been met.

11. Termination of Agreement for failure to Become Effective

If this Agreement has not become effective within such time period after the date of Contract signature as specified in the SCA, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto

12. Commencement of Services

The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCA.

13. Expiration of Agreement

Unless terminated earlier pursuant to Clause 18 hereof, this Agreement shall expire at the end of such time period after the Effective Date as specified in the SCA.

14. Entire Agreement

This Contract contains all covenant, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

15. Modifications or Variations

Any modifications or variations of the terms and conditions of this Agreement, 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.

16. Force Majeure

a. Definition

For the purpose of the Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorders, earthquake, fire, explosion, storm, flood, pandemic or other adverse weather conditions, strikes, lockouts, or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, not (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payments required hereunder.

Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7 (Seven) days from the date of occurrence of the EVENT.

Unless otherwise directed by the Director, SIDCO in writing, the companies shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.

Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, the MD/ED, SIDCO may at its option, terminate this contract.

In case of termination of contract due to force majeure event, SIDCO would not pay any amount to the bidder.

b. No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilise, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses **GCA 43 & 44**

17. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty(30) calendar days after receipt by the Consultant of such notice of suspension.

18. Termination

a. By the Authority

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCA 17;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief debt or take advantage of any law for their benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCA 44.1;
- (d) 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 sixty(60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCA 12.

Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

The Consultant may terminate this Agreement, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not

subject to dispute pursuant to **Clause GCA 44.1** within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) 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 sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCA 44.1

(d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same with forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clauses GCA 11 or GCA 18 hereof, or upon expiration of this Agreement pursuant to Clause GCA 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCA 21,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCA 24, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses GCA 18 a or GCA 18 b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by clause GCA 26 or GCA 27.

e. Payment upon Termination

Upon termination of this Agreement, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactory performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and reasonable cost incidental to the prompt and orderly termination of this Agreement, including cost of the return travel of Experts.

C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

The Consultant shall perform the Services and carry out the Services 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, material and methods. The Consultant shall always act, in respect of any matter relating to this Clause or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealing with the third parties.

The Consultant shall employ and provide such qualified and experience Experts and Sub-Consultant as are required to carry out the Services.

The Consultant may sub-contract part of the Services to an extend and with such key Experts and Sub-Consultants as may be approved in advance by the Client. Notwithstanding such approval the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub- Consultants, comply with the Applicable Law.

Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

20. Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to GCA F (Clauses GCC 37 through 41) shall constitute the Consultant's only payment in connection with this Agreement and, subject to Clause GCA 20.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in discharge of its obligations hereunder, and the Consultant shall use its

best efforts to ensure that any Sub-

Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of the them, similarly shall not receive any such additional payment

b. Consultant and Affiliates Not to Engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCA.

c. Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

21. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

22. Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCA, the Consultant's liability under this Contract shall be provided by the Applicable Law.

23. Insurance to be Taken out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCA, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCA 13.

24. Accounting, Inspection and Auditing

The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and insuch form and detail as will clearly identify relevant time changes and costs.

The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCA 9 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided forunder this Clause GCA 24.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)

25. Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in **AppendixA**, in the form, in the numbers and within the time periods set forth in the said Appendix.

26. Proprietary Rights of the Client in Reports and Records

Unless otherwise indicated in the **SCA**, all reports and relevant data and information such asmaps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, notlater than upon termination or expiration of this Contract, deliver all such documents to the Client,together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

26.1 If license agreements are necessary or appropriate between the Consultant and third partiesfor purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCA**.

27. Equipment, Vehicles and Materials

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, theConsultant, unless otherwise instructed by the Client

in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

28. Description of Key Experts

The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

29. Replacement of Key Experts

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, without any change in the remuneration

30. Removal of Experts or Sub-consultants

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE AUTHORITY

31. Assistance and Exemptions

Unless otherwise specified in the SCA, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their

eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCA.

32. Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

33. 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 in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 37.1

34. Services, Facilities and Property of the Client

The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

35. Counterpart Personnel

The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

36. Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCA F below.

F. PAYMENTS TO THE CONSULTANT

37. Contract Price

The Contract price is fixed with Rs.40,000/month as retainer fee and reimbursement of travel expenses for specific assignments as decided by the competent authority. The Contract price breakdown is provided in Appendix C.

Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A

38. Taxes and Duties

The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCA

As an exception to the above and as stated in the SCA, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

39. Currency of Payment

Any payment under this Contract shall be made in the currency(ies) of the Contract.

40. Mode of Billing and Payment

The total payments under this Contract shall not exceed the Contract price set forth in Clause GCA 37.1.

The payments under this Contract shall be made in lump-sum installments against

deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCA.

Advance payment: Unless otherwise indicated in the SCA, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCA. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCA until said advance payments have been fully set off.

The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated

The Final Payment .The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be **repeated**.

All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCA**.

With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

41. Interest on Delayed Payments

41.2 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 40.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCA.

G. Fairness and Good Faith

42. 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.

H. Settlement of Disputes

43. Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCA 44.1 shall apply.

44. Dispute Resolution

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCA**

III. General Conditions

Corrupt and Fraudulent Practices

1. The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Client may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Consultant, if it determines that the

Consultant, 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.

2. Without prejudice to the rights of the Client under Clause 1 hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, or otherwise if Consultant, is found by the Client 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 LOA or the execution of the Agreement, such Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date, such Consultant, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
 - (b) **“fraudulent practice”** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation¹;
 - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

IV. Special Conditions of Agreement

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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¹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

1.1(b) and 3.1	The Contract shall be construed in accordance with the law of theland
4.1	The language is : English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Department of Revenue, Ministry of Finance, Government of India</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i>_____</p> <p>For the Consultant: <i>[name, title]</i>_____</p>
10.1	<p>The effectiveness conditions are the following:</p> <p>The Contract shall come into effect after receipt of Performance Bank guarantee from the Consultant</p>
11.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be One Month</p>
12.1	<p>Commencement of Services:</p> <p>The number of days shall be One month.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
13.1	<p>Expiration of Contract:</p> <p>The time period shall be 3 years from the signing of agreement or such other period as the parties may agree in writing.</p>

21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCA 20.1.3</p> <p>Yes No</p>
22.1	<p>The following limitations of the Consultant’s liability towards the Authority can be subject to the Contract’s negotiations: “Limitation of the Consultant’s Liability towards the Authority”</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Authority’s property shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss of damage; and (ii) for any direct loss or damage that exceeds 2 times the total value of the contract</p> <p>(b) The limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to third parties caused by the consultant for any person or firm acting on behalf of the Consultant in carrying out the services; (ii) be construed as providing the Consultant with any limitations or exclusion from liability which is prohibited by the “Applicable Law”</p>
23.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of equivalent of the contract amount;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicle Act 1988.;</p> <p>(c) Third Party liability insurance, with a minimum coverage of one million.;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

27.1	Nil
27.2	The Consultant shall not use these <i>documents, database and software if any</i> for purposes unrelated to this Contract without the prior written approval of the Client.
37.1	The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes. Indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant. The amount of such taxes is _____ [insert the amount as finalized on the basis of the estimates provided by the Consultant in Financial Proposal.]
38.1 and 38.2	The Client warrants that “the Client shall reimburse the Consultant indirect taxes i.e. Service Tax imposed, under the applicable law in India, on the Consultant
39.1	The Currency of Payment shall be Indian National Rupees.
40.2	The payment schedule: For the local currency ; [Insert the Amount] 1. Payment of remuneration will be made as per following: As per RFP Note: The Consulting firm will submit the invoice in the name of, Leh- 194101. The, after reviewing the invoice of the Consultant, shall recommend the payment along with the letter of acceptance/approval of the deliverable.
40.2.1	Not Applicable
40.2.4	The accounts are: Beneficiary Account Name – Beneficiary Account Number – Beneficiary Bank Name – IFSC Code Branch Address - Swift Code –

41.1	NA
44	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ul style="list-style-type: none"> a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 44(c). b. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. c. In the event of any Dispute between the Parties, either Party may call upon the Secretary of the Authority or the officer nominated by him, and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 1.3 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 44.1. <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <ul style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Council of Arbitrators, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, ICAI New Delhi, shall appoint, upon the

	<p>request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>

- | | |
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| | <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in Leh, Ladakh;(b) the <i>English</i> language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.(e) The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.(f) 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. |
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V. Appendices

1. Appendix-A : Terms of Reference
2. Appendix- B : Key Expert
3. Appendix -C: Contract Price

9. Format for Performance Bank Guarantee

(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the SIDCO, Ladakh,, Leh-194101, Ladakh (INDIA) (hereinafter called 'the SIDCO') having agreed to M/s Firm name with address (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of work order No. _____ Dated _____ made between Directorate of Urban Local Bodies, Ladakh and M/s (Name of the Firm)(name for the Name of work (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, Bank name with address, (Indicate the name of Bank) (hereinafter referred to as 'the bank') at the request of M/s Firm name, Successful bidder(s) do hereby undertake to pay to the SIDCO an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by SIDCO.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the SIDCO stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the SIDCO any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the SIDCO under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the SIDCO certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 3 year & 6 months from the date of submission of bid whichever is earlier.
5. We, Bank name with address, further agree with the SIDCO that the SIDCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Successful bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SIDCO against the said Successful bidder(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of the SIDCO or any indulgence be the SIDCO to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).

7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the SIDCO in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the SIDCO. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. Dated the _____ day of _____ 2022

For _____
(Indicate name of Bank)

10. INTEGRITY PACT

(On SIDCO Letter Head)

To,

.....
.....

Sub: NIT No..... for the work

Dear Sir,

It is here by declared that SIDCO is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SIDCO.

Yours faithfully

INTEGRITY PACT
(On Company Letter Head)

To,
Managing Director,
SIDCO

.....
Leh-194101, Ladakh

Sub: Submission of Tender for the work of.....

Dear Sir,

I/We acknowledge that SIDCO is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SIDCO.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SIDCO shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of SIDCO)

This Integrity Agreement is made at on this day of 20

BETWEEN

SIDCO, Ladakh represented through Managing Director, having office at, Leh-194101, Ladakh (INDIA) (Hereinafter referred as the ‘**Authority**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....(Name and Address of the Individual/firm/Company)
through.....
..... (Details of duly authorized signatory)

(Hereinafter referred to as the “Bidder/Firm/ Agency ” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Authority values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Firm/ Agency (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Authority

- a. The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- b. No employee of the Authority, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- c. The Authority will, during the Tender process, treat all Bidder(s) with equity and reason. The Authority will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information

through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- d. The Authority shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- e. If the Authority obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Firm/ Agency (s)

1. It is required that each Bidder/Firm/ Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Firm/ Agency (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Firm/ Agency (s) will not, directly or through any other person or firm, offer, promise or give to any of the Authority's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Firm/ Agency (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Firm/ Agency (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Firm/ Agency (s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Firm/ Agency (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer

- along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder(s)/Firm/ Agency (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 3. The Bidder(s)/Firm/ Agency (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Firm/ Agency (s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Firm/ Agency (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Authority under law or the Contract or its established policies and laid down procedures, the Authority shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Firm/ Agency (s) and the Bidder/ Firm/ Agency accepts and undertakes to respect and uphold the Authority's absolute right:

1. If the Bidder(s)/Firm/ Agency (s), either before award or during execution of Contract has committed a transgression the Authority after giving 14 days' notice to the Firm/ Agency shall have powers to disqualify the Bidder(s)/Firm/ Agency (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Firm/ Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Authority. Such exclusion may be forever or for a limited period as decided by the Authority.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Authority has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Authority apart from exercising any legal rights that may have accrued to the Authority, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Firm/ Agency .
3. Criminal Liability: If the Authority obtains knowledge of conduct of a Bidder or Firm/ Agency, or of an employee or a representative or an associate of a Bidder or Firm/ Agency which constitutes corruption within the meaning of IPC Act, or if the Authority has substantive suspicion in this regard, the Authority will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

4. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
5. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Firm/ Agency as deemed fit by the Authority.
6. If the Bidder/Firm/ Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Authority may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Firm/ Agency s/SubFirm/ Agency s

1. The Bidder(s)/Firm/ Agency (s) undertake(s) to demand from all subFirm/ Agency s a commitment in conformity with this Integrity Pact. The Bidder/Firm/ Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its SubFirm/ Agency s/sub-vendors.
2. The Authority will enter into Pacts on identical terms as this one with all Bidders and Firm/ Agency s.
3. The Authority will disqualify Bidders, who do not submit, the duly signed Pact between the Authority and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Firm/ Agency /Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged / determined by the Competent Authority, CPWD.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Authority, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Firm/ Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in

accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Authority)

.....
(For and on behalf of Bidder/Firm/ Agency)

WITNESSES:

1
(signature, name and address)

2
(signature, name and address)

Place:

Date:

11. Format for Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, SIDCO on the one hand, (hereinafter called the “SIDCO”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “SIDCO” has issued a public notice inviting various organizations for Appointment of Firm/ Agency for Audit Work at SIDCO, Leh, Ladakh”;
2. The Bidder, having represented to the “SIDCO” that it is interested to bid for the proposed Project,
3. The SIDCO and the Bidder agree as follows:
 1. In connection with the “Project”, the SIDCO agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the SIDCO operations that are considered confidential.
 2. The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - (i) hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - (ii) restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
 - (iii) use the information only as needed for the purpose of bidding for the Project;
 - (iv) except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - (v) undertake to document the number of copies it makes vi. on completion of the bidding process and in case unsuccessful, promptly return to the SIDCO, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - (a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - (b) is or becomes publicly known through no wrongful act of the Bidder; or
 - (c) Is independently developed by an employee, agent or Firm/ Agency of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the SIDCO to the Bidder.

6. SIDCO will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. SIDCO reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the SIDCO to the Bidder, the SIDCO shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the SIDCO is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the SIDCO on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the SIDCO, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the SIDCO forthwith after receipt of notice, and (iii) upon request of the SIDCO, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the SIDCO and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable
12. Confidential information is provided "As-Is". In no event shall the SIDCO be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the SIDCO and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder (Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address:

END OF DOCUMENT

