

Dewas Municipal Corporation, Dewas



**Proposal for engaging CA firm for Accrual Based Double Entry Accounting System
Of Dewas Municipal Corporation**

Request for Proposal Document

Jun 2020

Office of the Commissioner

Municipal Corporation Dewas

Ref No./ 30/Account/2020

Date:- 15.06.2020

Notice Inviting Tender

Dewas Municipal Corporation invites Request for Proposals for Short listing of Agency for “Accrual Based Double Entry Accounting System Of Dewas Municipal Corporation from Chartered Accountants (Individuals/Registered firm). The execution of task will be as per Terms of Reference mentioned in the tender documents. Tender documents can be purchased only online from website <https://www.mptenders.gov.in>, between 15/06/2020 17:30 PM and 14/07/2020 17:30 PM on payment of non- refundable amount Rs.5000.00 (Rs. Five Thousand Only) plus service & gateway charges. Complete proposal should be submitted online only

Commissioner Dewas Municipal Corporation reserves the right to reject any or all proposals with assigning any reasons thereof.

KEY DATES			
Purchase of Tender Start	15-06-2020 17:30	Pre-bid meeting Date and Time:	07-07-2020 12:30
Purchase of Tender End	14-07-2020 17:30	Online Bid Submission End Date	14-07-2020 17:30
Physical Bid Submission End	NA	Envelope-A Open Date:	16-07-2020 11:30
Envelope-B(Technical Bid) Open Date:	16-07-2020 11.30	Envelope-C (Financial Bid) Open Date:	After opening Envelop A & Envelop B, date can be seen online

Commissioner
Municipal Corporation
Dewas

Letter of Invitation

Invitation

1. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposal (RFP) is issued by the Dewas Municipal Corporation. The Commissioner, Dewas Municipal Corporation (hereinafter 'the Client') now invites proposals to provide the following consulting services:“ **Accrual Based Double Entry Accounting System Of Dewas Municipal Corporation**”
2. Further details of the services requested are provided in the Terms of Reference at Annexure D.
3. All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
4. A firm shall be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP, The RFP includes the following documents:
 - i. Letter of Invitation
 - ii. Data Sheet and Instructions to Bidder, see Annexure A
 - iii. Technical Proposal, for Standard Forms see Annexure B
 - iv. Financial Proposal, for Standard Forms see Annexure C
 - v. Terms of Reference (ToR), see Annexure D
 - vi. Standard Contract Document, see Annexure E
5. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Bidder to check the validity of data included in this document.
6. **Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the QCBS procedure.**
7. Confirmation of your firm's intention to submit proposal should be sent to:

Preparation of Accrual Based Double Entry Accounting System Of Dewas Municipal Corporation

The Commissioner
Dewas Municipal Corporation
AB Road, Dewas
Telephone: 8770708622, 07272-224400, 220333
E-mail: commdewas@mpurban.gov.in

**Commissioner
Dewas Municipal Corporation**

Annexure A: Data Sheet and Instructions to Bidder

Data Sheet

1	Name of the Client: Dewas Municipal Corporation
2	Method of selection: Quality and Cost Based Selection (QCBS)
3	Financial Proposal to be submitted together with Technical Proposal: Yes Title of Consulting Service is: for “ Accrual Based Double Entry Accounting System Of Dewas Municipal Corporation ”
4	A pre-proposal conference will be held on as per key date at 12.30 PM at,DMC Office. However, if the invitee firm wishes to seek clarification it may do so in writing to the Client with copy to the Client’s Representative
5	Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet.
6	Clarifications may be requested not later than fourteen (14) days before the submission date. The Client will respond to requests for clarifications by electronic means within seven (7) days prior to the proposal submission date.
7	The Bidder is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Bidder: Yes
8	Joint Ventures ¹ or Consortia are permissible: No
	Bidders Eligibility Criteria: Applicable
a)	1. If Applicable: Eligible Bidder will be limited to those which can show evidence of average annual turnover of at least Rs1 Crore for the last 3 financial years. This evidence must be shown by the Bidder in its Technical proposal supported with audited financial statements/CA Certificate. 2. Consultant should be registered with ICAI from Last 10 Years as on 01.01.2020. 3. The bidder should have experience of successfully completed at least three similar project in Double Entry Accounting System in any Nagar Nigam / Municipal Corporation 3.The bidder should have experience of successfully completing at least three similar project in Double Entry Accounting System in at least three ULBs. For completed projects, a certificate of successful Completion or execution and for on-going projects, a copy of work order with project value and scope of work. 4. Consultant Should have its office in Madhya Pradesh, Joint Venture are not Allowed Note: Technical Bid must be submitted in Envelop-B (Only online).
9	Probable Amount of Contract : Rs. 24 Lacs (Exclude GST) GST will be pay as per rule
10	Technical Presentation: Shortlisted eligible bidders will be invited to make a Technical Presentation. Date, Time and Venue will be notified to the Shortlisted bidders. NOTE: Only the Team Leader or a senior member of the team shall make the presentation.
1.	A Bid Security must be submitted: Yes

2.	If Yes, the amount of the Bid Security is Rs. 50,000/- and the duration for validity of Bid Security is 180 days
3.	Format for Bid Security will be: Bank draft favouring the Commissioner Nagar Nigam Dewas and drawn on a Nationalised /commercial bank with a branch in Dewas.
4.	A Performance Bond in the form of Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: Yes
5.	If yes, the amount will be 5.00% of the contract value; this may be provided as 100% Bank Guarantee or 50% as Bank Guarantee and the remaining 50 percent to be deducted from the first three invoices of the Bidder in equal installments. Bank Guarantee will be made in the name of: Commissioner, Nagar Nigam Dewas and drawn on a scheduled commercial bank with a branch in Dewas
6.	Tender Purchase Online date and time: From: As per key dates To: As per key dates
7.	Proposals must be submitted no later than the following date and time: As per key dates.
8.	Address for submission of Proposals: NA In Online System: https://www.mptenders.gov.in Date for public opening of Technical Proposals: As per key dates.
9.	Expected date for public opening of Financial Proposals (if applicable): [To be notified]
10.	Expected date for contract negotiations: [To be Notified]
11.	Expected date for commencement of consulting services: [To be notified]
12.	Evaluation of the proposal will be based on the marks given below.

Evaluation Criteria of Technical

S.No	Criterion	Percentage Score (QCBS and QBS)
1	Experience of undertaking similar assignments (1.1 + 1.2)	350
1.1	Prior experience of successful doing double entry accounting in Nagar Nigam in Madhya Pradesh	300
1.2	Experience in implementing projects in Madhya Pradesh Region	50
2	Approach & Methodology proposed for Project(2.1 + 2.2) ❖ Strategy Note(Understanding the project requirement) ❖ project Quality Assurance Measures	100
2.1		50
2.2	Planning & Appropriateness of implementation schedule Work Program/Personnel Schedule/Team structure	50
3	Company or firm Profile & Experience, Infrastructure, Resource Strength , ISO certification, membership certificate(3.1 + 3.2)	150
3.1	Company Infrastructure	50
3.2	Company On roll Resources(Minimum 30)	100
4	Personnel (CVs)* (4.1 + 4.2+4.3+4.4+)	200
4.1	Project Director	100
4.2	Team Leader	50
4.3	Accountant	35
4.4	Support Staff(one)	15
5	Presentation on the assignment by the bidder	200
6	Total Marks	1000

Note- 700 marks are qualifying marks. Bidders whose qualify only those financial proposal will be open.

Note 2: Stage 2 evaluation regarding Technical Competence will be done in respect of only those Applicants who fulfill minimum eligibility criterion as shown in Stage 1. Bids of those applicants who do not fulfill minimum eligibility criterion as per stage 1 shall not be considered for further evaluation.

Instructions to Bidders for participation in e-Tendering

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

E-Tendering :

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website www.mptenders.gov.in. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender documents can be downloaded from website www.mptenders.gov.in. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs 5000/- (Rs Five Thousand only) plus GST & gateway charges, without which bids will not be accepted.
3. Service and gateway charges shall be borne by the bidders.
4. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a class III digital certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on http://cca.gov.in/cca/?q=licensed_ca.html. Kindly note that it may take at least ten business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. DMC shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
5. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
6. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
7. Bidder must positively complete online e-tendering procedure at www.mptenders.gov.in
8. DMC shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
9. For any type of clarifications bidders/contractors can visit www.mptenders.gov.in and held desk
10. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
11. The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.

Apart from uploading e-tender on website, bidder has to submit separate envelopes of

1. EMD (Demand Draft) of Rs 50,000/- (Fifty Thousand Only) in Envelop-A and
2. Technical Bid in Envelop-B with all relevant enclosures

Envelop-A & Envelop-B are to be kept in one sealed envelope in physical form (as well as all the 3 Envelops must be submitted Online. The third envelope refers to financial proposal which has to be submitted online only). This envelope should be properly super scribed that this envelope contains 2 envelopes of EMD and Technical bid against respective tender with due date & time of tender opening as per Bid-Data Sheet. This envelope should be submitted physically till date of submission and opening against each tender (as per Key Schedule). Tenders received within specified time (e-tender as well as physical submission) shall only be opened on the date/time specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders will upload scanned self-certified copies of requisited documents as required in e-tendering process.

The Bid in physical form shall be accepted upto as per Key date. The same may be dropped in the office of the undersigned.

1. Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website along with tender offers. Cognizance of other physically submitted documents (if any) shall not be taken.
2. The physically submitted envelope of documents will be opened first. The tenders received without pre-requisite EMD and tender cost shall be returned unopened to the respective bidder. The tender documents fees shall not be refunded.

Earnest Money Deposit and the tender fee:-

The Tender fee of Rs 5000/- (Rs. Five Thousand Only) plus GST and Gateway Charges is to be submitted by bidder by making Online Payment only against RFP No:.....

The EMD of Rs 50,000/ (Rs. Fifty Thousand Only) is to be submitted by bidder only in the form of bank draft drawn in favour of Ayukt Nagar Nigam Dewas, Madhya Pradesh, . The DD of EMD shall be physically submitted in

a sealed Envelope-A superscribing "EMD of Rs. 50,000 (Rs. Fifty Thousand Only)" in the form of DD against RFP No. The EMD must be submitted in Envelop-A.

No Proposal will be accepted without valid earnest money deposit and Tender Document fee paid Online.

The prospective bidders/contractors, submitting EMD envelope in physical form as detailed above for respective tender, will upload scanned self-certified copies of requisite EMD and Tender fee documents on the website along with tender offer. Only those physically submitted documents regarding EMD will be acceptable and considered, if same are uploaded in the website along with tender offer.

Any mismatch, if found in the documents submitted in physical form and that uploaded online, the documents submitted ONLINE shall be considered final and no justification regarding this shall be entertained by DMC.

Technical bid:- Bidders must positively complete online e-tendering procedure at www.mptenders.gov.in. They shall have to submit the documents as prescribed in the RFP online in the website.

Hard copies of above technical offer, (uploaded in the website) must be submitted in a separate sealed envelope superscribing "Envelop-B technical bid for RFP No....." as prescribed in Bid-Data Sheet. Only those physically submitted documents regarding technical bids shall be acceptable and considered, if same are uploaded in the website along with the Financial bid to be submitted only online.

Price bid:- Bidder must submit the Price bid document as per the format given in RFP/available Online and uploaded as per instructions therein. Physical submission of price bid will not be considered. The price of technically qualified bidder shall be opened online at the notified date. The bidder can view the price bid opening date by logging into web-site.

On the due date of e-tender opening, the technical bid of bidders and EMD and tender fee, will be opened online. DMC reserves the right for extension of due date of opening of technical bid or financial bid.

DMC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

☐ Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit www.mptenders.gov.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site of DMC. DMC shall have no responsibility for any delay/omission on part of the bidder.

1. Whether the proposals have been properly sealed, marked and labeled as required?	
2. Have you submitted Envelop-A & Envelop-B (online) ?	
3. Whether the proposal has been signed by concerned authority?	
4. Whether evidence of financial eligibility enclosed with Technical Proposal?	
5. Whether submitted number of copies as prescribed in the data sheet?	
6. Whether submitted the soft copy of the technical proposals in e-Procurement Portal? 7. Whether Company Registration & associated Documents are enclosed (Envelop-B)?	
8. Whether copy of GST Registration is enclosed with Technical Proposal (Envelope-B). In case of JV / Associations / Consortium, copy of GST Registration all the partners firms should be enclosed?	
9. Have you enclosed the DD for EMD in Envelop-A?	
10. Whether the EMD drawn on a Scheduled bank?	
11. Have all the pages of proposal been signed by authority only?	
12. Have all the CV's Signed by concerned person himself and properly authorized?	
13. Is the CV submitted according to the format given?	
14. Have you checked the Eligibility Criteria & Enclosed the relevant documents as proof?	
15. Whether the number of pages of the proposal properly indexed	
16. Whether undertaking as prescribed in Section-8 & any Other as per RFP is enclosed with technical proposal?	
17. Whether authority letter for signing the proposal is enclosed with the technical proposal?	
18. Whether name of cluster has been mentioned clearly on the outer envelope?	
19. Whether Methodology & Innovativeness are enclosed with Technical Proposal (Envelope-B)?	
20. Whether Work Program/ Personnel Schedule/ Team Structure are enclosed with Technical Proposal (Envelope-B)?	

Instructions to Consultants

- 1 Introduction** 1.1 The Bidder are invited to submit a Technical Proposal and financial proposals only online. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
The Bidder shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.
- Eligible Bidder* The other documents required in addition to above mention are :
- The application vendor should be a company registered in India and in operation of at least three years.
In the last three years, the bidder must have successful execution or under execution of similar projects or cumulative value of more than rupees 50 lacs. The bidder should not have been blacklisted by any Government authority in India. Self declaration required.
- Conflict of Interest* 1.7 In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Commissioner, DMC in order to bid. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Bidder (individuals and organisations); (ii) the successor to a previous assignment executed by the bidding Bidder (e.g. implementation of a project for which the Bidder has conducted a feasibility assessment) ; (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Bidder; (iv) Bidder, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with DMC or participating DMCs e.g. advisory role, team leader; (v) Bidder, suppliers or contractors (individuals and organisations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of Madhya Pradesh
- Disclosure* 1.8 Bidder have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- Bidder must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- Bidder's must disclose if they or any of their sub-Bidder have been convicted of, or are the subject of any proceedings relating to:
- a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;

		<ul style="list-style-type: none"> b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with DMC, a City Municipal Corporation, any other donor of development funding, or any contracting authority; c) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
<i>Anticorruption</i>	1.11	A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases DMC or the relevant Municipal Corporation will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation any activities initiated by Municipal Corporation, and Bidder will be blacklisted by the Municipal Corporation
<i>Only one Proposal</i>	1.12	Bidder may only submit one proposal. If a Bidder (including a partner in a Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. This does not prohibit the inclusion of a Sub-Bidder, including individual experts, in more than one proposal.
2 Clarification of RFP Documents		Bidder may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Municipal Corporation whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Bidder who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.
<i>Amendment of RFP documents</i>		<p>At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.</p> <p>Any addendum will be sent to all Bidder and will be binding on them. Bidder shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.</p> <p>To give Bidder reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.24.</p>
3 Preparation of Proposals <i>Language of Proposals</i>		The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
<i>Cost of bidding</i>	3.2	The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<i>Sub-Bidder</i>	3.3	Unless otherwise specified in the Data Sheet, for the purpose of submitting a

*arrangements and
Joint Ventures*

Proposal, a Bidder may enhance its expertise for the assignment either by:

- a) An association, an arrangement under which the lead Bidder shall be solely liable under the Contract. In this case, the Bidder must submit Letters of Association from each Sub-Bidder, OR
- b) Forming a Joint Venture (JV) in which case the Bidder and the partners in the JV shall be jointly and severally liable under the Contract. The Bidder shall submit a copy of the Joint Venture Agreement with its Technical Proposal.

The JV Agreement must:

- a) be signed in original by a duly authorised representative of each partner with details of each signatory provided in print below each signature;
- b) include an express provision that each partner is jointly and severally liable in respect of the Bidder's obligations;
- c) provide details of the name of the partner nominated to act as manager of the Joint Venture and who is authorised to act for the Joint Venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from the Client and to make and receive payments;
- d) Provide full details of the proposed structure, the division of technical responsibilities between the partners and intended capitalisation.

Partners

- 3.5 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

4 *Full-time
employees*

It is desirable that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Bidder or the Sub-Bidder. A regular full-time employee is defined as a person who, on the date of submission of the Bidder's Proposal:

- a) is currently employed under a contract or agreement of employment with the Bidder or the Sub-Bidder;
- b) has been employed by the Bidder or the Sub-Bidder for the 12 consecutive months immediately preceding the date of submission of the Proposal;
- c) is entitled to receive regular remuneration and benefits from the Bidder or the Sub-Bidder; and
- d) is engaged to work for the Bidder or the Sub-Bidder for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.

5 *Instructions
for submission of
Proposal*

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.

Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

*Documents
comprising the
Proposal*

Bidder shall submit one sealed envelopes, containing the Technical Proposal Envelope A and Envelope B, in an outer single envelope. Envelope A will be opened at the date and time specified in the Data Sheet. The Financial Proposal only can be submit online.

Technical Proposal
(see Annexure B)

The Technical Proposal shall contain the following:

- e) Section 1: Covering Letter, subject to maximum of two (2) pages (Form Tech 1);
 - f) Section 2: Experience/ Capacity of Firm to undertake tasks, subject to maximum two (2) pages;
 - g) Section 3: Project detail sheets outlining previous experience of the firm in similar types of assignments completed during the last three years (in prescribed format),
 - h) Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, restricted to maximum of twenty (10) pages including charts and diagrams;
 - i) Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Form Tech 3);
 - j) Section 6: List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (use Form Tech 4);
 - k) Section 7: Matters not appropriate in any other section. This includes:
 - written confirmation authorising the signatory of the Proposal to commit the Bidder;
 - Letter of Authorisation/JV Agreement (or Intent to form a JV), disclosures, if any; and
 - Declaration of conflict of interest, if any.
1. Section 7 should not include any promotional material, brochures, etc.

No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Bidder's Proposal.

13. Financial Proposal 5.6
(see Annexure C)

The Financial Proposal shall contain the following:

- l) Section 1: Confirmation of acceptance of Conditions of Contract;
- m) Section 2: Pricing, using prescribed formats on a fees and expenses basis;
- n) Section 3: Matters not appropriate in any other appendix including your GST registration number (for Indian companies only), your turnover and net profit for the previous financial year (attach a copy of latest audited balance sheet and profit & loss account), commercial aspects of Joint Venture company (if applicable), parent company guarantees (if applicable), etc.

All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.

<i>Submission instructions</i>	<p>Bidder is expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.</p> <p>The Bidder shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.</p>
<i>Taxes</i>	5.10 The Client is subject to taxes (such as: GST etc) on amounts payable to the Consultants under the Contract.
<i>Proposal prices</i>	<p>5.11 All prices should be valid for the duration specified in the Data Sheet.</p> <p>All prices quoted should be inclusive of the price structure as specified in the Data Sheet.</p> <p>Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Data Sheet.</p>
<i>Currency of the Proposal</i>	Proposal prices shall be quoted in Indian Rupees.
<i>Documents establishing the eligibility of the Bidder</i>	To establish their eligibility in accordance with Clauses 3.4: if the Bidder is in an existing or intended JV, in accordance with Clause 3.4, a copy of the JV Agreement, or a Letter of Intent to enter into such an Agreement must be submitted. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV, as appropriate.
<i>Proposal validity</i>	5.16 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
<p>A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.</p> <p>During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.</p>	
<i>Sealing and marking of Proposals</i>	<p>The two envelopes containing the Technical and Financial Proposals shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labelled with:</p> <ol style="list-style-type: none"> Title of Consulting Services; RFP Number; Deadline for Submission; and Address of the Bidder. <p>In addition, envelopes shall bear the following directions:</p> <ol style="list-style-type: none"> Address for submission of Proposals as specified in the Data Sheet.

- f) On outer envelope containing Technical and Financial Proposals: 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'.
- g) On inner envelopes containing the Technical proposal; 'DO NOT OPEN BEFORE _____(insert date and time for the opening of Technical Proposals as specified in the Data Sheet)'; and

If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.

*Deadline for
submission of
Proposals*

Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

Late Proposals

5.25 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

***Withdrawal of
Proposals***

A Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:

- o) submitted in accordance with Clause 5.21 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
- p) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.

Proposals that are withdrawn in accordance with Clause 5.38 shall be returned unopened to the Bidder.

No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.

***6 Opening of
Proposals***

The Client will open Technical Proposals in the presence of Bidder' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.

First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Bidder. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals.

All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

- i. the name of the Bidder; and
- ii. any other details as the Client may consider appropriate.

Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals.

The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Bidder and indicate whether there is a withdrawal. The Bidder's representatives who are present will be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Bidder in writing or through standard electronic means.

Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 below shall qualify for opening of Financial Proposals.

7 Evaluation of Proposals

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidder or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidder.

Undue influence

Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.

Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.

Non-conformities, Errors and omissions

The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- q) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- r) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified

The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid data Sheet.

Evaluation of Technical

Proposals

Qualification of Technical Proposals

After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Bidder whose Technical Proposals receive a mark of 700 or higher, indicating the date, time, and location for opening of Financial Proposals.

The Client will select the Financial Proposal of those Bidder whose Technical Proposals have qualified. Quality and Cost Based Selection (QCBS) with a weight-age of 80% to technical score and 20% to financial score

Financial Proposals are expected to be within the budget, if specified in the Data Sheet.

Client's right to accept any Proposal, and to reject any or all Proposals

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidder.

8 *Award of Contract Notification*

Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidder of the results of the bidding. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Negotiations

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.

Negotiation will include both technical and financial negotiation, depending on the needs of the Client.

Availability of personnel

The Bidder shall confirm the availability of all personnel as indicated in its Proposal.

The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.

Failure to meet either of these requirements may result in disqualification.

Bidder will arrange for its Computer / Laptops & Printer and any other equipment required for deliverables of his duties.

*Signing of
Contract*

Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special Conditions of Contract (draft attached in this RFP).

Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.

All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.

Start date

The Bidder is expected to commence the Services on the date and at the location specified in the Data Sheet.

Annexure B: Technical Proposal Submission Forms

Tech 1: Covering Letter

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir or Madam

We, the undersigned, offer to provide the Consulting Services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope¹.

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Section 1.5 to 1.8. [*In case of any declaration, reference to concerned document attached must be made*].

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We confirm that all personnel and/or sub-consultants named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,
Authorised Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:
Address:

1. If applicable
2. Delete in case of no association or JV is proposed

Tech 2: Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total N ^o of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.):
	N ^o of person-months provided by your firm:
Start date (month/year): Current status of the assignment – works in progress or completed Completion date (month/year):	N ^o of professional person-months provided by the JV partners or the Sub-Bidder:
Name of Joint Venture partner or sub-Bidder, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent ² Designing & implementation time	
Narrative description of Project in brief: Relevance to the Project of DMC	
Description of actual services provided by your firm in the assignment:	

Name of Firm:

Note 1: The above details should be accompanied with letter of award for each customer/ client of the bidder firm.

Note 2: In the contract is completed on the date of submission of this RFP letter of successful completion from the bidder firm client/ customer should also be enclosed.

Note 3: The Letter of award of contract should not be more than 3 years old from the date of the RFP.

Yours faithfully,
(Signature of the Authorised Person)

² Regular full-time employee as defined in Clause 4 of 'Instructions to Consultants'.

Tech 3: Curriculum Vitae (CV) for Proposed Experts

NAME

DATE OF BIRTH

NATIONALITY

EDUCATION [year] [name of institution and degree]

**MEMBERSHIP OF PROFESSIONAL
ASSOCIATIONS**

COUNTRIES OF WORK EXPERIENCE

LANGUAGES

PROFESSIONAL BACKGROUND

[description]

EMPLOYMENT RECORD

[year(s) starting [employer]
with present
position]

PROFESSIONAL EXPERIENCE

[month and year start to finish]	[Name of project and client] <i>[Descriptive paragraph of 4-5 sentences on each assignment, position held, responsibilities undertaken and achievements attained.]</i>
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...

...

...

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the Bidder/ Sub-Bidder;

(iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof. I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorised representative]

[Name of Expert/Authorised signatory]

Date:

Place:

Tech 4: Expert Team and Summary of CV Information

[illegible]

Annexure C: Financial Proposal Submission Forms

1. Name of the Company/Firm, address, etc.
2. Details of rate quoted
(Figures may be written in words as well as in figures. In case of any discrepancy between figures and words, the '**written in words**' will be taken into consideration)

Note: No cutting or over writing will be allowed. Any financial bid with over-writing or cutting will be disqualified.

Sr. No.	Particulars	Fees (Rs.) Lum Sum	Fees(Rs.) Per Month
1	Preparation of Balance Sheet under Accrual Based Double Entry Accounting System For Financial Year 2020-21		X
2	Preparation of Balance Sheet under Accrual Based Double Entry Accounting System For Financial Year 2021-22		
3	GST Monthly Returns Filling From July 2020 to Mar 2022(tender award month to next 2 year)	X	
3.	TDS working and checking other Taxation Advisory and Compliance Services.	X	

*All above Quoted Fees are excluding of GST

Yours faithfully,
(Signature of the Authorised Person)

Date:

Name:

Place:

Designation

Business Address:

Seal:

Dewas Municipal Corporation, Annexure D

Terms of References TOR for (RFP)

1. Introduction

The Government of Madhya Pradesh (GOMP) is reforming the accounting system in Urban Local Bodies (ULBs) by introducing Accrual Based Double Entry Accounting System (ABDEAS). Migration to ABDEAS is also a mandatory financial reform under Govt. of India's Jawaharlal Nehru National Urban Renewal Mission (JNNURM) and Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT).

Madhya Pradesh Municipal Accounting Manual (MPMAM), based on the National Municipal Accounting Manual (NMAM), has been prepared for improving the accounting and reporting system in Urban Local Bodies (ULBs) in Madhya Pradesh. Opening Balance Sheet as on 01-04-2009 and Annual Financial Statements upto 2019-20 have been prepared by Dewas Municipal Corporation (DMC) under Madhya Pradesh Urban Services for the Poor Programme (MPUSP). Computerised Uniform Accounting System is also being implemented in DMC. A State level e-Governance software (e-nagar palika) is planned for implementation in all ULBs in MP.

However, to sustain migration to ABDEAS and to further strengthen financial reforms for timely recording of transactions and preparation of financial reports, DMC need regular operational support of external consultants. DMC now wishes to appoint a Consultant for providing Support to Sustain ABDEAS for a period of 02 year, Which may be extended for subsequent years according to the need and performance of the consultant.

2. Objectives of the Assignment

To provide technical and operational support to DMC to sustain ABDEAS and to further strengthen financial reforms for timely recording of transactions and preparation of financial reports as per MPMAM, The Madhya Pradesh Municipal Corporation Act, 1956 and Rules framed there under and the requirements of DMC.

Name of Work :

- 1.) Preparation of Accounts under Accrual Based Double Entry Accounting System from Financial Year 2020-21 & 2021-22 Annual Financial Statements.
- 2.) GST working , checking , E-filing of GST returns , Generation of GST - TDS certificates
- 3.) TDS working , checking , E-filing of TDS returns , Generation of TDS certificates

3 Scope of Work :

I. Scope of Work of Preparation of Accounts under Accrual Based Double Entry Accounting System and preparation of balance sheet for the F.Y 2020-21 & F.Y 2021-22.

Dewas Municipal Corporation invites tenders from well established Service Providers for Preparation of Accounts under Accrual Based Double Entry Accounting System relating to the Municipal Corporation, mainly:-

The Scope of Work for this assignment is to provide regular technical and operational support to DMC to sustain ABDEAS and to further strengthen financial reforms which broadly includes, but not limited to the following tasks:

- Entry of all accounting transactions/vouchers in the accounting software on accrual basis.

- Maintain and accurately update all books of accounts and registers on regular basis, including the following:
 - all accounting ledgers; property tax ledgers of assesses; ledgers of other taxes, user charges, fees, etc;
 - entire payroll accounting, including pension, staff welfare schemes, and other staff benefits; general provident fund ledgers of employees;
 - Works ledgers including deduction and payment of statutory deductions like income tax, VAT, royalty etc.;
- Preparation of month end Trial Balance on accrual basis.
- Recording, checking and reconciling all revenue collections (taxes, user charges and fees).
- Maintenance of Cheque issued and Cheque received registers, identification of dishonoured cheques specially for taxes, license fee and user charges.
- Proper accounting of grants as per the covenants of each grant; identification of fixed assets created out of specific grants; preparation of utilization certificate and maintaining grant register and reconciliation.
- Reconciliation of various types of accounts and obtaining confirmation of balances to ensure accuracy of manual and computerised books of accounts like:
 - Bank accounts, (including bank reconciliation arrears, if any, for previous years);
 - Bank fixed deposits, interest received and accrued thereon;
 - Advances to contractors, suppliers, consultants and employees;
 - Payables;
 - Deposits received – Security, EMD, others;
 - Deposits given for utilities and others;
 - Loans received (borrowings), repayment of loan and interest and interest payable.
- Make adjustments in the books of accounts wherever required based on the reconciliations as mentioned above.
- Capital Work in Progress (CWIP) - verification and adjustments for completed and on going contracts, conversion to fixed assets and calculation of depreciation.
- Review of existing fixed asset inventory records and current financial year transactions to segregate capital and revenue expenditure items for proper grouping and booking of expenses.
- Update fixed assets and inventory records and registers. Calculation and recording of depreciation on fixed assets.
- Identification of pre-paid expenses, outstanding expenses, outstanding income and any income which is received in advance;
- Accounting Tally Software/e-nagar palika – Verification of opening balances, generation of Financial and MIS reports, data backup and security.
- Preparation of Annual financial statements on accrual basis.
- Preparation of Department wise Budget for the upcoming Financial Years
- Maintain and update key financial information required to evaluate financial status and improvements in collection of taxes, user charges and other revenues.
- Ensure adherence to the chart of accounts, forms, accounting policies and procedures prescribed in MPMAM.
- Provide regular handholding support and training to MC staff for implementing financial reforms and sustaining migration to ABDEAS.
- Support DMC in preparing and monitoring the budget quarterly .
- Any other task required for implementing financial reforms and sustaining ABDEAS.
- Maintain e-nagar palika cashbook or balance sheet

II. SCOPE OF WORK OF GST Advisory & Compliance Services.

- Advisory and Compliance services regarding GST Returns.
- Preparation and Filing of GST-TDS Returns.
- Any other items of GST Related work.

III. SCOPE OF WORK OF E-TDS Advisory & Compliance Services.

- Advisory and Compliance services regarding E-TDS.
- Preparation and Filing of TDS Returns. Issuance of Form No. 16 & 16A to deductees.
- Any other items of TDS related work.
- Manage E nagarpalika cashbook Module for Dewas nagar nigam.

4 Outputs and Deliverables

The Deliverables of this assignment, will necessarily have to be provided within the stipulated time, and details as provided in the following table:

Deliverables	Due Date	Contents
Month-end trial balance	By the 10 th of subsequent month (for backlog as per schedule agreed with the Dewas Municipal Corporation	As per MPMAM,
Fixed Assets Inventory Registers	Continuous updating of fixed assets and inventory registers. Submission of the print version and soft copy of the registers, with annual financial statements.	As per MPMAM
Annual Financial Statements	2020-21: By 31 st May 2021 2021-22: By 31 st May 2022	Balance Sheet, Income and Expenditure Statement, Receipts and Payments Account, Cash Flow Statement, Financial Performance Indicators, Fixed Assets and Inventory Registers, Bank Reconciliation Statements, Reconciliation of all accounts mentioned in the scope of work along with schedules, sub-schedules, annexure, and all working details, ledgers and other books of accounts, Accounting policy and notes on Accounts,
GST Return Filing	by the due date of GST	Quarterly/half/annually return in prescribed format
E tds filling	by the due date of income tax	Quarterly/half/annually return in prescribed format Preparing of tax certificates i.e. form 16 /form 16A

5 Expertise and inputs

Experts Title;1	Qualification and Skills	Experience
A.Project Director	<ul style="list-style-type: none"> Fellow Chartered Accountant Knowledge of ULB accounting Knowledge of MPMAM 	Chartered Accountant with 15 yrs experience , at least 10 years of exposure in ULBs and Managing similar Task
B .Team Leader (stay in dewas)	<ul style="list-style-type: none"> Chartered Accountant Knowledge of ULB accounting Good exposure to computerised accounting (Tally or other widely used ERP), MS-Word and Excel 	Minimum 5 years' post qualification work experience with Municipal Corporations/ other Urban Local Bodies/ MP Govt. depts./MP Govt. Undertakings.
C. Accountant (1 person) (stay in dewas)	<ul style="list-style-type: none"> Inter CA/M. Com, Knowledge of ULB accounting Proficiency in using Tally ERP, MS-Word and Excel, and power point 	Minimum 3 years' work experience preferably with Municipal Corporations/ other Urban Local Bodies/ MP Govt. depts. /MP Govt. Undertakings
D.Support Staff (3 persons)	<ul style="list-style-type: none"> Commerce Graduate / CA Article Certificate course in Tally or any other ERP Proficiency in using Tally ERP, MS- Word and Excel, 	Minimum 2 years' work experience preferably with Municipal Corporations/ other Urban Local Bodies/ MP Govt. depts. /MP Govt. Undertakings

6 Terms of Payment and Payment Schedule

- Payment shall be made as per progress linked with the deliverables, as mentioned in the table below. The contract price shall be averaged out for each financial year by dividing the total contract price by the number of years of the assignment.
- The payment will be released on submission to and approval of the deliverables by the DMC.

Sr. No.	Deliverable/Report	Payment % of each year's fee
For Balance Sheet [For the F.Y. 2020-21]		
1	a.Month-end Trial Balance b. Reconciliation of all bank accounts and fixed deposits with banks.	6.67% for each month (Total 80% for 12 months)
2	Annual Financial Statements	20%
For Balance Sheet [For the F.Y. 2021-22]		
1	a.Month-end Trial Balance b. Reconciliation of all bank accounts and fixed deposits with banks.	6.67% for each month (Total 80% for 12 months)
2	Annual Financial Statements	20%
For GST advisory and compliance service		
1	On preparing and submitting Quarterly return for each quarter in prescribed format Preparing of tax certificates	20 % for each quarter and for the last quarter 30 % the remaining 10 % will be payable after 30 th June if no default raised by the IT Dept/ found to the DMC.

For E-TDS advisory and compliance service		
1	On preparing and submitting Quarterly return for each quarter in prescribed format Preparing of tax certificates i.e. form 16 & form 16A	20 % for each quarter and for the last quarter 30 % the remaining 10 % will be payable after 30 th June if no default raised by the IT Dept/ found to the DMC.

6 Working arrangements

TA management and counterpart Staff : The person in charge of the counterpart support, hereinafter called the 'Nodal Officer –ABDEAS', will be the Head of Accounts of DMC.

Items to be provided by the Client to the Consultant

DMC will be responsible to provide the following to the consultant:

- Office space for the consultant's team and for training and workshop for DMC staff, as may be necessary.
- Access to all books, registers, and financial records of the DMC during office hours.
- Provide computers, data processing facility, printing equipment etc. as required for the various jobs listed in the scope of work.
- Provide necessary information and data required for preparation of the financial statements.

Consultant will be responsible to arrange for :

- All transportation and travelling required for the assignment;
- Any training material required for ABDEAS and financial reforms.
- The service provider firm shall provide a substitute well in advance if any worker leaves the job.
- The service provider shall replace immediately any of its personnel, if they are unacceptable to Dewas Municipal Corporation.
- The service provider's firm personnel shall not divulge or disclose to any person, any details of office, operational process, administrative/organisational matters.
- The service provider shall not assign, transfer, pledge or sub contract the performance of services.
- The service provider firm shall provide back up of the accounts on daily basis.
- The service provider firm will raise monthly bill by 5th day of the next month which DMC shall pay after due verification. Deduction will be made from the monthly bill for inadequate and unsatisfactory service.
- In case the service provider firm fails to perform or its performance is found to be unsatisfactory, the contract can be terminated by DMC by giving one month's notice.
- DMC reserves the right to reject any or all the bids without assigning any reason thereto. DMC will also have a right to reject any bid on the basis of unsatisfactory past performance of a bidder or warranted termination of past contract. Suppression/misrepresentation of any factual information by any bidder or furnishing false information, shall render the contract liable to be terminated and performance guarantee forfeited. The decision of DMC shall be final and binding in this regard.
- The service provider firm shall start providing service within a period of 15 days from the date of the contract.

7 REPORTING AND PERFORMANCE REVIEW

Reporting and Performance Review shall form an important part of this outsourcing assignment. The consultant shall be required to adhere to the following reporting requirements during the tenure of the contract:

1. The consultant during the tenure and execution of this contract shall be required at all times to work in complete coordination with the employees of the Municipal Corporation.
2. The consultant shall be required to report the outcome of their activities to the Commissioner/JD(F) .
3. During the course of the contract there shall be regular meetings between the officials of the DMC and the consultant to discuss and review upon the performance of the consultant at mutually agreed time intervals
4. Reports/ outputs of the consultant would need to summarize the areas of their findings and recommendations wherever required. Firm would need to promptly discuss any matters that come to its attention with the Head of Accounts Section of Municipal Corporation during its work.
5. The reports/ output generated by the consultant would be solely for the internal use of The Municipal Corporation. Any other distribution of the same must be approved by The Municipal Corporation in advance in writing. Distribution of any information pertaining to The Municipal Corporation without prior written consent of the DMC shall be treated as major misconduct and shall be dealt accordingly
6. The consultant shall maintain a record of the activities being undertaken by them during the course of the contract. A summary of the work undertaken, completed and items pending shall be submitted to the Commissioner /JD(F) at the end of each month. This shall also form basis for the performance review of the consultant. Such record should be readily available for inspection at all times.

To

Commissioner, Municipal
Corporation,
Dewas (M.P.)

Sir,

Subject: Notice inviting offers for Accounting and related works

The undersigned, having read and examined in detail the tender document (RFT) in respect of providing services for Accounting and related works on contract basis, do hereby express our interest to provide such services.

Correspondent Details:

Our Correspondence details are:

1	Name of Company/Firm	
2	Address of the Company/Firm	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation and address of the person to whom all references shall be made regarding this tender	
5	PAN and Service Tax details	
6	Telephone	
7	E-Mail id of contact person	
8	Fax No.	

DECLARATION

Declaration Letter on official letter head stating the following:

1. I hereby declare that, I/We have made myself/ourselves thoroughly conversant with the Scope of work and local conditions regarding Assessment and scrutiny of Annual Returns on which my/our offer is based for the work.
2. The specifications, clauses, and conditions for this work have been carefully studied and understood by me before submitting this tender.
3. We are not black-listed by any Central/State Government/ Public Sector Undertaking/Institute of Chartered Accountants of India.
4. I undertake to pay the labour engaged on the work as per minimum wages act and its amendments from time to time applicable to the zone concerned.I hereby declare that Shri

residing at _____

having Telephone No. _____, Fax No. _____

Mobile No. _____ E-mail _____ address _____

shall be my/our authorized representative for attending the call. He will be responsible for liaison.I hereby declare that I have signed all the pages of the tender document in token of acceptance of all the contents and terms & conditions of tender.

The facts and information furnished by us are true to the best of our knowledge.

Yours faithfully,

(Signature of the Authorised Person)

Date:

Name:

Place:

Designation

Business Address:

Seal:

Annexure E-Standard Contract Document
Annexure E: Standard Contract Document

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: *[Insert Title of Consulting Services]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN: *[insert Client]* (hereinafter referred to as 'the Client')

AND: *[name of Bidder – this should be the lead firm in case of association. IN case of JV, all partners should be mentioned]* (hereinafter referred to as 'the Bidder')
[Please insert the name of the Bidder's representative and communication address of the Bidder]

WHEREAS:

- A.** the Client requires the Bidder to provide the services as defined in Section 4 of Rfp ('the Services') ; and
- B.** the Bidder has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Terms of Reference

Section 4: Schedule of Prices

Section 5: Format for invoice

Annexes: If any.

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Bidder within 30 days of the date of signature on behalf of the Client, Client, or participating DMCs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Bidder under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Bidder shall start the Services on *[insert start date]* ('the Start Date') and shall complete them by *[insert end date]* ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed [*insert total amount in numbers and words*] inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').

5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Bidder of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

- 'the Bidder' means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- 'the Bidder's Representative' means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- 'the Bidder's Personnel' means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents and sub-Bidder.
- 'Sub-Bidder' means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Bidder.
- "Joint Venture" means a Bidder which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Bidder's obligations under the Contract.
- 'the Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- the 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Bidder cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Bidder.
- 'the Financial Limit' refers to the amount specified in Section 1 and is the maximum amount payable by the Client under this Contract.
- 'the Services' means the services set out in the Terms of Reference (Section 4).
- 'the Software' means the software designed and developed by the Bidder or the Bidder's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components of such products).
- 'the Project Officer' means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- 'the Contract Officer' means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- 'the City Nodal Officer' for MPUSP means the person named in Section 3 who is responsible for ensuring coordination between the city, the Bidder and DMC in the execution of the Services.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.

- 'Contract Price' means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

2. Interpretation

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.

Except as expressly provided in Clause 0 the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.

Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.

All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

3. OBLIGATIONS OF THE BIDDER

Obligations

The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

If the Bidder is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Bidder's obligations under this Contract.

4. Personnel

All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.

No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.

Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by DMC. In case the firm makes

more than 1 replacements in any one position the following penalties apply unless otherwise specified in the Special Conditions of the contract:

- On 1st replacement – 25% deduction of professional fee of that position from the month of replacement
- On 2nd and subsequent replacements - 40% deduction of professional fee of that position from the month of replacement

If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.

The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.

Bidder to submit an undertaking (in the prescribed format – section 7) stating that the full time Bidder engaged on this contract will not be deployed on any other assignments.

5. Sub-Bidder

The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

If, having obtained the Client's consent, the Bidder sub-contracts any of its obligations, the sub contract shall:

- a) provide that payments due to the sub-Bidder shall be made within 15 days from receipt of funds from the Client; and
- b) include rights for the Bidder and obligations for the sub-Bidder to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.4) and the Client's rights and the Bidder's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-Bidder.

6. Disclosure of Information

- 6.1. The Bidder and the Bidder's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7. Intellectual Property Rights

Subject to Clause 7.1, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, including the Software) specially developed by the Bidder or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of Government of Madhya Pradesh, and Municipal Corporation.

The Bidder hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

The Bidder undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.1 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.2

To the extent that it does not interfere with rights granted under Clause 7.2, ownership of intellectual property in Software created by the Bidder or the Bidder's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Bidder.

For the purpose of Clause 7.1, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

8. Confidentiality

8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- c) Information that is already known to third parties without breach of this Contract; and
- d) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access and Audit

The Bidder shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.

The Bidder shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Bidder shall co-operate fully in providing to the Client or its representatives answers to such enquiries as may be made about the Records.

Where it is found by the Client that any overpayment has been made to the Bidder, the Bidder shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

10. Corruption, Commission and Discounts

The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:

- e) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- f) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any

agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Conflict of Interest

Neither the Bidder nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

The Bidder and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

12. Insurances

The Bidder shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

At the request of the Client, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

13. Indemnity

- 13.1. Except where arising from the negligence of the Client or Client's employees, the Bidder shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

PRICE AND PAYMENT

14. Applicable Provisions and Financial Limit

Unless different provisions are substituted in Section 3, Clauses 1 to 9 inclusive shall apply in relation to price and payment.

The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

15. Fees

- 15.1. Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

16. Invoicing Instructions

Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 16.

The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.

Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.

The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Bidder becoming entitled to invoice for the payment to which it relates.

17. Payments

Subject to the Client being satisfied that the Bidder is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

18. Taxes and Duties

The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.

If any tax exemptions, reductions, allowances or privileges are available to the Bidder in India, the Client shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.

FORCE MAJEURE AND TERMINATION

19. Force Majeure

Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall

promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

From the date of receipt of notice given in accordance with Clause 19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.

If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

20. Suspension or Termination without Default of the Bidder

The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Bidder and giving the reason(s) for such suspension or termination.

Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Bidder shall:

- g) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
- h) provide to the Client, not more than 60 days after the Client notifies the Bidder of the suspension or termination of this Contract an account in writing, stating:
 - b) any costs due before the date of suspension or termination;
 - c) any costs incurred by the Bidder after the date of suspension or termination, which the Bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

Subject to the Client's approval, the Client shall pay such amount to the Bidder within 30 days of receipt from the Bidder of an Invoice in respect of the amount due.

21. Suspension or Termination with Default of the Bidder

The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended under Clause 21.1 and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a) the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- c) the Bidder is an individual or a partnership and at any time:
 - i) becomes bankrupt; or
 - ii) is the subject of a receiving order or administration order; or

- iii) makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
 - iv) makes any conveyance or assignment for the benefit of the Bidder's creditors; or
- d) the Bidder is a company and:
 - i) an order is made or a resolution is passed for the winding up of the Bidder; or
 - ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
- e) the Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, the Bidder shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

Completion Time Guarantee

- i. If the contract is not completed within time an amount equal to 0.05 % of contract value shall be deducted .Maximum deduction shall be 10%.

GENERAL PROVISIONS

22. Variations

No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.*'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

Notwithstanding anything mentioned in clause 22.1 the client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' /Period of Contract in furtherance of or to be in conformity with any relevant Government note/ guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

23. Assignment

23.1. The Bidder shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

24. Limit of Liability

24.1. Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Bidder or the Bidder's Personnel the Bidder's liability under this Contract shall be subject to the amount of the Financial Limit.

25. Retention of Rights

25.1. Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

26. Law and Jurisdiction

26.1. This Contract shall be governed by the laws of Republic of India.

27. Amicable Settlement

This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

The decision of the arbitrator shall be final and binding on both Parties.

The place of arbitration shall be as stated in the Special Conditions.

OFFICIALS

The Contract Officer is: [please insert details as below]

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

The Project Officer is: [please insert details as below]

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

The Bidder's Representative is: [please insert details as below]

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

The Nodal Officer: Not Applicable

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

6. Additional documents to be included in this Contract

The following documents are included in and form part of the Contract:

Annex X. Minutes of the meeting between the Client and the Bidder dated xx 2015

[If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

7. MARKING AND DOCUMENTATION

- i) The marking and documentation within and outside the Bids shall: *[insert in detail the markings on the packing and all documentation required; sample below]*

8. ARBITRATION

The place of arbitration shall be Dewas.

Invoice format

To be given on letter head of the firm

INVOICE

(name of work) For Attention of _____	Invoice No.:
	Invoice Date:
	Service Tax
	Registration No. PAN Number

Contract For: _____

Contract No.: _____

Period of Consultancy:	Start Date _____	End Date _____
Milestone achieved for this claim Period Covered by this Claim		

Maximum Contract Value: _____	Total Amount Received _____
Claims made	Amount: _____ Date _____ Invoice No. _____ Date Received _____
	Amount: _____ Date _____ Invoice No. _____ Date Received _____
	Amount: _____ Date _____ Invoice No. _____ Date Received _____

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account:
Bank SWIFT ID:
Account Name:
Account Number:

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment:
