

ULHASNAGAR MUNICIPAL CORPORATION
ACCOUNTS DEPARTMENT

E-TENDER NOTICE

Name of work: - Providing Chartered Accountant/Cost Accountant Firm services for Designing and successful commissioning and implementing of Accrual based / Double Entry Accounting System at Ulhasnagar Municipal Corporation (1st recall)

Online Tender Document Download : 29-12-2020 17:00 Hrs To 05-01 -2020 15:00 Hrs

Online Bid Upload/Submission : 29-12-2020 17:00 Hrs To 05-01 -2020 15:00 Hrs

Bid Opening Date : 06-01-2020 15:00 Hrs

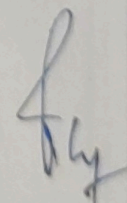
EMD Amount : Rs. 50,000/-

Security Deposit (Initially) :- 2 % of Accepted Tender Cost

Validity of offer : - 30 days from the date of tender opening.

The Tender from can be obtained online only. The same will not be sold manually. The Bid shall be submitted online only as prescribed in Schedule.

Rights to reject any tender in Part or full without assigning any reason thereof is reserved by the Commissioner, Ulhasnagar Municipal Corporation.


Chief Accounts officer
Ulhasnagar Mpl. Corporation

Signature Not Verified

Digitally signed by Madan G Sonde
Date: 2020.12.29 11:52:53 IST
Location: Maharashtra-MH

Ulhasnagar Municipal Corporation



Providing Chartered Accountant/Cost Accountant Firm services for Designing and successful commissioning and implementing of Accrual based / Double Entry Accounting System at Ulhasnagar Municipal Corporation(1st Recall)

Tender Notice No: -UMC/ACN/ /2020 (2020-21)

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Section 1 (Detailed tender notice and general conditions of contract)

1 Name of Work:

Providing Chartered Accountant/Cost Accountant services for Designing and successful commissioning and implementation of Accrual based / Double entry Accounting System at Ulhasnagar Municipal Corporation. Scope of work has been given in Section 4 of this document.

2 Earnest Money Deposit:

Eligible Chartered Accountant/Cost Accountant Firm to pay the EMD of Rs. 50,000/- (Rupees Fifty Thousand only), through www.mahatenders.gov.in The EMD will be refunded to the unsuccessful bidders as per the norms and procedures laid down by the www.mahatenders.gov.in.

3 Tender document fee:

Tender document fee of Rs. 5,000/- + 18% GST = 5900/- (Rupees Five thousand nine hundred only) shall be paid through <https://maharashtra.etenders.in/>

Issue of Tender:

The Blank tender will be available on www.mahatenders.com from 29/12 /2020 to 05/01/2020 up to 3.00 PM.

Submission of Tender:

Envelopes No. 1 and No. 2 shall be submitted only through e – tendering.

Opening of Tenders:

The Technical bid will be opened on-line on 06/01 /2020 at 03.30 PM at E-tender Cell, CFC, Ulhasnagar Municipal Corporation, Ulhasnagar.

Tender submission due date:

Tenders shall be submitted on-line from 17/12/2020 to 24/12/2020 till 3.00 PM.

Stamp duty:

The Chartered Accountant/Cost Accountant (as “CA/ICWA”) Firm shall Execute agreement on stamp paper as per current practice in UMC and the stamp duty shall be paid by the Chartered Accountant/Cost Accountant Firm. The Chartered Accountant/Cost Accountant Firm should quote his offer after considering all the aspects specified in tender paper.

4 Time of Period:

The Contract for implementing Accrual based / double entry system and providing on-site implementation is for a period of five years. The same can be extended by Commissioner at its sole discretion for the further period of 24 months. During extension period the Chartered

Accountant/Cost Accountant Firm shall be paid as per the original monthly lump sum fees mentioned in the contract agreement.

5 EligibilityCriteria:

The CA/ICWA firm should be:

1. Qualified Chartered Accountant/Cost Accountant and should be in practice, having valid 'Certificate of Practice' issued by the institute of Chartered Accountants of India New Delhi/ institute of Cost Accountants of India New Delhi, for at least last five years, may be an individual or sole proprietorship firms or Partnership firm. In case of Sole proprietorship firm the date of Certificate of Practice shall be considered and in case of Partnership firm it is the date of registration of partnership firm shall be considered.
2. The CA/ICWA firm should have prepared minimum 3 years financial statement of any government / semi government organization.
3. The CA/ICWA firm should have at least 1 full time qualified & 20 years experienced State government/municipal finance expert (ex. State government/Municipal Corporation employee will be given first preference). The Curriculum Vitae showing the experience details must be enclosed
4. The CA/ICWA firm should have a team consisting of one Team leader, One Municipal Finance Expert and at least two accounting experts for the work till its completion. The team of two members shall be stationed at the Municipal Corporation, Ulhasnagar during the Contract period. The Curriculum Vitae showing the experience details must be enclosed. The team should fulfill the minimum eligibility criteria as indicated in the following table:

Position	Nature of Experience	Minimum Years of experience
Team Leader	a) Should be registered Chartered Accountant/Cost Accountant. b) Should have experience of at least one project in assisting Government / MUNICIPAL CORPORATION in finance/ account related assignments	5 years
Municipal Finance Expert	Should be an Ex. Employee of State government/ Municipal Corporation Should have experience of accounts and audit department	20 years

Accounting Experts	a) Should be commercegraduate b) Should have experience of at least one project in assisting Government / public sector bodies in finance/ account related assignments.	5 years
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5. Experience of audit of private / public Ltd companies have turnover of more than 25 Crores.

Eligibility Criteria:

The CA/ICWA firm shall fulfill Eligibility criteria given in this tender document. The Eligible CA/ICWA Firms proposal shall be considered for further evaluation process i.e. Technical Evaluation mentioned in 5.1

6 Tendering procedure:

Issue of blank tender forms:

The Blank tender will be available on www.mahatenders.com from 17/12/2020 to 24/12/2020 up to 3.00 PM and the last date for submission is 28/12/2020 up to 3.00 PM. The tender submitted by the tendered shall be based on the clarification issued (if any) by the Commissioner, UMC.

All tenderer are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected.

Manner of submission of tender and its accompaniments:

This single stage two envelope tender is to be submitted as per e-tendering procedure.

Envelope No. 1 (Technical Proposal):

Technical Proposal with title "Technical Proposal for Chartered Accountant Firm cost Accounting Firm Services for Designing and successful commissioning implementation of Accrual based / Double Entry Accounting System as per the National Municipal Accounting Manual (NMAM) at Ulhasnagar Municipal Corporation, Ulhasnagar" should be submitted with the following documents:

- a) Brief on Chartered Accountants/Cost Accountants organization.
- b) Brief on relevant services carried out in the last three years.
 - i. Experience of preparation of 3 years financial statement of Government or semi-government organizations along with experience certificates/ copies of work order etc. received from the client.
 - ii. Experience of audit service of Private / public limited companies having turn over more than 25 Crores.
- c) Team composition:
 - i. Composition of the team
 - ii. Curriculum vitae (CV) of proposed professional staff
 - iii. The CA/ICWA firm shall attach CV of all proposed Professional Staff who will be stationed at UMC after work awarded to them.
 - iv. Copies of Balance sheets for the last three years showing turnover from business.

- d) The Tenderer should make themselves familiar with the ongoing accountancy system of the Municipal Corporation, before submitting the offer. The tenderer can visit the accounts department on any working day during working hours.

Envelope No. 2 (Financial Proposal):

The tenderer should quote his original basic offer (in figures and words) at appropriate place at the Financial Proposal details in the prescribed formats after going through the scope of work mentioned of the tender document. The tenderer should not quote this offer anywhere directly or indirectly in Envelope Number 1. The CA/ICWA firm shall quote for the work as per details given in the main tender. The Tender should be submitted with the following documents.

- a) Financial Proposal Submissionletter
- b) Financialquote

Validity of offer:

The proposals shall be valid for a period of 120 (One hundred twenty) days.

Joint Venture:

Joint Venture/ Consortium shall not be allowed.

7 Payment Terms and Deliverables:

The firm will be paid fixed monthly fee for entire duration of the Contract Period. The CA/ICWA firm shall raise an invoice every month for the services provided and shall submit the module wise monthly progress report signed by the concerned department head in the first week of every month during the contractperiod.

8 Rightsreserved:

Rights to reject any or all tenders without assigning any reason there of is reserved by the Commissioner and whose decision will be final and legally binding on all the tenderer.

9 Settlement of disputes:

If any disputes or differences or claims of any kind arises between the UMC and the CA/ICWA firm in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them.

10 PerformanceSecurity:

5(five) times of Earnest Money Deposit as Performance Security shall be submitted in the form of FDR / Bank Guarantee and that shall be renewed every year.

11 Events of default and termination:

Events of default

Event of default shall mean either CA/ICWA Firm event of default or UMC event of default or both as the context may admit or require.

A. CA/ICWA Firm event of default

Any of the following events shall constitute an event of default by the CA/ICWA Firm ("CA/ICWA Firm event of default") unless such event has occurred as a result of one or more reasons set out in clause

- i. The CA/ICWA Firm has failed to submit the Financial Report as per Scope of Work
- ii. The CA/ICWA Firm has failed to submit to the Chief Accounts Officer the monthly report on progress of work every month on 10th of Next month.
- iii. The CA/ICWA Firm has failed to replenish the Performance security within 30 days working days of the encashment by UMC of the earlier Performance Security;
- iv. The CA/ICWA Firm has failed to make any payments due to UMC and more than 90 (ninety) days have elapsed since such payment default;
- v. The CA/ICWA Firm is in material breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 (sixty) days from the date of issuance of notice by UMC;
- vi. Any representation made or warranty given by the CA/ICWA Firm under this Agreement is found to be false or misleading;
- vii. The CA/ICWA Firm has abandoned the Project Facilities;
- viii. The CA/ICWA Firm has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;

B. UMC event of default

Any of the following events shall constitute an event of default by UMC ("UMC" event of default), unless caused by a CA/ICWA Firm event of default or a force majeure event:

- i. UMC has failed to make any payments due to the CA/ICWA Firm and more than 90 (Ninety) days have elapsed since such default;
- ii. UMC is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the CA/ICWA Firm
- iii. UMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv. Any representation made or warranties given by UMC under this Agreement have been found to be false or misleading.

12 Termination due to Event of Default:

A. Termination Notice

If a Party has become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue termination notice setting out:

- i. In sufficient detail the underlying event of default;
- ii. The termination date, which shall be a date occurring not earlier than 60 (sixty) days from the termination notice;

- iii. The estimated termination payment including the details of computation thereof;
and,
- iv. Any other relevant information

B. Withdrawal of Termination Notice Notwithstanding anything inconsistent contained in this Agreement, if a party who has been served with the termination notice cures the underlying event of default to the satisfaction of the other party at any time before the termination occurs, the termination notice shall be withdrawn by the party which had issued the same.

Provided that the party in breach shall compensate the other party for any direct costs/consequences occasioned by the event of default which caused the issue of termination notice.

C. Termination payments:

Upon termination of this Agreement on account of UMC event of default, the CA/ICWA Firm shall be entitled to withdraw the Performance Security, if subsisting.

Upon termination of this Agreement on account of the CA/ICWA Firm's event of default, UMC shall be entitled to appropriate the Performance Security.

The CA/ICWA Firm shall continue to receive the Monthly Fee for the services provided in accordance with the Agreement until the termination of this Agreement in a manner as stipulated in the clause 10.

Upon termination of this Agreement within 12 months the CA/ICWA Firm shall submit the Final Financial year report to the UMC.

-Sd-

Commissioner
Ulhasnagar Municipal Corporation,
Ulhasnagar.

Section 2: Technical Proposal - Standard Forms

Technical Proposal - Standard Forms

Technical Proposal Standard Forms shall be used for the preparation of the Technical Proposal according to the instructions provided in the tender document.

TECH-1 Technical Proposal Submission letter

TECH-2 Organization and its experience

TECH-3 Team Composition

FORM TECH 1

TECHNICAL PROPOSAL SUBMISSION LETTER

(On letter head of the firm)

Date:-_____

To,
The Commissioner,
Ulhasnagar Municipal Corporation,
Ulhasnagar.

Sub: Request for proposal for “**providing Chartered Accountant/Cost Accountant Firm services for Designing and implementation of Accrual based / Double Entry Accounting system at Ulhasnagar Municipal Corporation**”

Dear Sir,

We, the undersigned, offer to provide the chartered accountant/Cost Accountant firm services for above accounting project. We are hereby submitting our Proposal, which also includes Financial Proposal sealed in an envelope.

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

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We undertake, if our Proposal is accepted, to initiate the Chartered Accountant/Cost Accountant services as mentioned in the tender document.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:_____

Name and Title of Signatory:_____

Name of Firm:_____

Address:_____

1 [Delete in case no association is foreseen.]

FORM TECH 2 CA/ICWA FIRMS'S EXPERIENCE

A – CHARTERED ACCOUNTANT'S/COST ACCOUNTANT'S Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B. FIRM'S References

Relevant Services Carried Out during the Last Three Years That Best Illustrate Qualifications

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

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Firms:
Name of associated Chartered Accountants/Cost Accountants, if any	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Brief description of Project:	
Scope of services rendered by the company:	

Firm's Name: _____

FORM TECH
3TEAMCOMPOSITIO
N

Name of Staff	Proposed Position	Years of Experience

Section 3: Financial Proposal - Standard Forms

Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in the tender document.

FIN-1 Financial Proposal Submissionletter

FIN-2 Financialquote

FORM FIN 1
FINANCIAL PROPOSAL SUBMISSION LETTER

Date:- _____

To,
The Commissioner,
Ulhasnagar Municipal Corporation,
Ulhasnagar.

Sub: Request for proposal for “**Providing Chartered Accountant/Cost Accountant Firm services for Designing and successful commissioning and implementing of Accrual based / Double Entry Accounting System at Ulhasnagar Municipal Corporation**”.

Dear Sir,

Please find enclosed our Financial Bid which Ulhasnagar Municipal Corporation shall pay to us for taking up Consultancy Services for various works in Ulhasnagar Municipal Corporation, Ulhasnagar.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(On letter head of the firm)

FORM FIN 2
Financial Quote

Name of work: "Providing Chartered Accountant/Cost Accountant Firm services for Designing and successful commissioning and implementing of Accrual based / Double Entry Accounting System at Ulhasnagar Municipal Corporation"

Sr. No.	Scope of Work	Amount per month in Indian Rupees
1	Lump sum monthly fee for _____ inclusive of salary, wages, traveling & lodging expenses, but excluding GST, for a period of five years, from the date of award of work. (The agency shall deploy a two member team at the site for day to day interactions with the officials)	

In words (Rupees _____ only per month)

Name of Firm:

Authorized Representative

Signature

Section 4: Scope of Work

Given below is the tentative scope of work for the Chartered Accountant/Cost Accountant Firm

Department Name: **Accounts Department**

Name of the Assignment	Scope of Work
<ul style="list-style-type: none"> • Task1 	<ul style="list-style-type: none"> • Following outcome shall be achieved: <ol style="list-style-type: none"> i. Validation of Bank Reconciliation Statements ii. Capitalization of Fixed Assets from Capital Work in Progress iii. Check vouchers for entries of data on a sample basis iv. Give effect for correction of wrong entries and for additional adjustment entries if any v. Validation of Depreciation Chart vi. Verification of chart for investments and Accrued Interest thereon vii. Preparation of financial statements i.e. income, Expenditure and Balance Sheet • Assistance and advice in formulating of Accounting policies, revenue, recognition principles and drafting of disclosure notes. This would include identification of deviation, if any, from National Accounting Manual. • Support from chartered accountant/Cost Accountant firm in installation of accounting software, integrated financial management systems with financial accounting system. • Statutory Return filling: <ol style="list-style-type: none"> i. Tax deducted at source return, GST, sales tax (WCT returns, Professional tax) and service tax ii. Attending Scrutiny and government compliances of above tax • Preparation of Balance sheet and Income & Expenditure statement for the financial year 2014 –15, 15-16, 16-17, 17-18, 18-19, 19-20 & current year • Assistance of Audit Compliance as per department requirement. • Assist to UMC staff in full conversion into double entry system • Guidance/ updating to staff for change in rules & policy. • Preparation of Grants register, Advance register, Deposit Register and Loans & Investment register • Deployment of two member's team at site for day to day interaction with officers.

Section 5: Draft Agreement

AGREEMENT

DEED OF AGREEMENT BETWEEN ULHASNAGAR MUNICIPAL CORPORATION AND _____ AS PER
STANDING COMMITTEE RESOLUTION NO. _____ DATED _____.

The Agreement made on _____ day of _____.

BETWEEN

The Commissioner, Ulhasnagar Municipal Corporation having his office at Ulhasnagar, Maharashtra, India. Through its Chief Account officer, Ulhasnagar Municipal Corporation (hereinafter called as "The CLIENT" which expression shall, where the context so admits, mean their administrators and legal representatives and successors or assign)

First Part

AND

_____ having its Registered Office at _____, through its Head, _____ (hereinafter called as "Chartered Accountant/Cost Accountant" which expression shall, where the context so admits, mean their administrators and legal representatives and successors or assign)

Other Part

WHEREAS the CLIENT intends to engage the CHARTERED ACCOUNTANT/COST ACCOUNTANT for Execution of Work as set out in Section 4 (hereinafter referred to as the Assignment).

AND WHEREAS the CLIENT had invited the tender for executing the said work by _____ calling tender no. ___ Dated _____ and WHEREAS the CHARTERED ACCOUNTANT/COST ACCOUNTANT had submitted their offer (_____) for the said work.

AND WHEREAS the offer submitted by the CHARTERED ACCOUNTANT/COST ACCOUNTANT based on the TOR /RFP was found in order. However the CHARTERED ACCOUNTANT/COST ACCOUNTANT was called for negotiations and accordingly the CHARTERED ACCOUNTANT/COST ACCOUNTANT vide their Letter dated _____ finally reduced their offer to _____ per month for the three year excluding GST tax for execution of the work as per the stipulated tender condition mentioned in the TOR/RFP.

AND WHEREAS the Standing Committee vide Resolution No _____ have empowered the CLIENT to execute the agreement with the CHARTERED ACCOUNTANT/COST ACCOUNTANT.

AND WHEREAS the CHARTERED ACCOUNT'S bid was found in order and the proposal acceptance letter to that effect No. _____ dated _____ was issued to the CHARTERED ACCOUNTANT/COST ACCOUNTANT attached as Annexure II with this agreement.

AND WHEREAS the parties have agreed to execute this Agreement for the said work as per the Terms & Conditions of the accepted Terms of Reference and in best professionalism and quality.

AND WHEREAS there is no intention of either party to resolve any dispute arising out of this agreement by way of Arbitration or any other alternative disputes redressed mechanism but it is expressly agreed between the parties that the appropriate civil court having jurisdiction at Ulhasnagar shall be the proper forum for disputes resolution (if any).

This Agreement is subject to the jurisdiction of Ulhasnagar court.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Chartered Accountant/Cost Accountant shall perform the Assignment pursuant to the Scope of Work mentioned in Section 4 as per Scope of Work/TOR to this Agreement. The duration of the Agreement is for a period of 60 months from the date of the commencement of the assignment, i.e. from _____ ("Commencement Date") upto _____ which may be further extended upto 24 months subject to satisfactory performance for further period with mutual agreement.
2. Client shall pay to the Chartered Accountant/Cost Accountant a professional fee of Rs _____ per month for five years, amounting to a total amount of Rs. _____ (Rupees _____). This amount excludes GST tax and surcharge payable to Government of India.
3. The Client hereby agrees to pay the Chartered Accountant/Cost Accountant as per the Schedule of Payment indicated in this Agreement subjected to the satisfactory performance of the Chartered Accountant/Cost Accountant. The performance of the Chartered Accountant/Cost Accountant will be adjudicated by the Chief Accounts Officer in Charge or any other official of UMC assigned by the Commissioner in relation to the Scope of Work as per TOR.
4. In consideration of the payment to be made by the Client to the Chartered Accountant/Cost Accountant as hereinafter, Chartered Accountant/Cost Accountant hereby agrees with the Client to perform/provide its services in conformity with the provisions of the Agreement and as per the Scope of Work mentioned in the TOR.
5. No amendments, modifications or supplements to the Scope of work as per TOR shall be effective except in writing, signed by the authorized signatories of the Chartered Accountant/Cost Accountant and the Client.
6. In case, the Client requests that the Chartered Accountant/Cost Accountant alter the scope of work after the date of signing of this Agreement, the Chartered Accountant/Cost Accountant may consider doing so, at its own discretion on the basis that it may make an additional charge reasonable in the circumstances and as mutually agreed.

7. The Client shall provide the Chartered Accountant/Cost Accountant assignment completion certificate within 30 (thirty) calendar days of completion of the assignment confirming that the Chartered Accountant/Cost Accountant has completed the Assignment in accordance with the terms of the proposal.

8. Reporting

- a) The Chartered Accountant/Cost Accountant shall report every month to the Client its performance of the Scope of Work along with tasks undertaken and outputs submitted. A monthly progress report will be submitted at the end of every month.
- b) The Reports prepared and submitted by Chartered Accountant/Cost Accountant are for the Client. No party other than the Client, State Government and Government of India should rely on this Report as it was prepared for the specific requirements of the Client only.

9. Payment Schedule

The Client shall pay to the Chartered Accountant/Cost Accountant monthly professional fee of Rs. _____ (Rupees _____) excluding Service Tax, payable to Government of India for given Scope Work.

The Chartered Accountant shall raise the invoice on 5th day of every previous month. Payments for the invoices raised towards professional services shall be made within 15 (fifteen) calendar days from the date of invoice.

10. Commencement date: The Chartered Accountant/Cost Accountant shall commence the services on _____. In case of any delay the same will be communicated accordingly and the new commencement date will be informed.

11. TDS Certificate: For Tax deduction at source by the Client pursuant to the Income Tax Act, Client shall forward to the Chartered Accountant/Cost Accountant its Tax Deduction Certificates, as soon as possible.

12. All payments will be released by way of a cheque / demand draft in favour of _____".

13. Other Terms and Conditions of Offer

- a) Confidentiality: The Chartered Accountant/Cost Accountant acknowledges that during the execution of this Assignment, it may receive/obtain information from the Client, which is confidential or is designated by the Client as confidential. The Chartered Accountant/Cost Accountant agrees that (i) it shall keep in trust and confidence all such confidential information; and (ii) use/ reproduce confidential information only to perform its obligation under this Assignment. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient, (iii) disclosed to the third party

Without restriction (iv) independently developed, or (v) disclosed pursuant to legal requirement or order.

- b) Drop Dead and Termination: If for any reason, the project is suspended/ deferred/ cancelled, the payments made to Chartered Accountant/Cost Accountant shall not be refundable and shall be treated as drop deadfee.

Payment for the period till the date of termination shall be made to the Chartered Accountant/Cost Accountant for services satisfactorily performed

14. Settlement of Disputes:

If any dispute or difference or claims of any kind arises between the UMC and the Chartered Accountant/Cost Accountant in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this Agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them.

15. Termination:

- a) This Agreement may be terminated at any time by either party upon 30 (thirty) calendar days, written notice to the other. The notice is validly given if it is writing and sent by fax, email or post to the correct fax number, email address or postal address of the relevant party as contained hereinabove, or subsequently notified to the other party.
- b) A notice of termination may take effect immediately or on such later date as it may specify as the date of termination. The parties shall be relieved from future performance of their rights and obligations under this Agreement, other than those rights or obligations, which have accrued at the date of termination. The provisions of this Assignment relating to confidentiality obligations, indemnification, reimbursements to the Chartered Accountant/Cost Accountant for expenses incurred and payments of the Chartered Account's fees in the event of termination will survive any termination as set out in this section of the Assignment.
- c) Payment for the period till the date of termination shall be made to the Chartered Accountant/Cost Accountant for services satisfactorily performed

16. General

- a) Except as specified elsewhere in this Agreement, Client shall furnish all the information such as data, documents, maps, statistics, information at the disposal of the Client including the strategies and discussions relevant to the project to the Chartered Accountant/Cost Accountant.
- b) This Agreement shall constitute the entire understanding of the parties concerning the subject matter hereof and supersede any and all prior oral representation, understanding or other contracts relating thereto.
- c) All documents pertaining to the engagement including correspondence, reports and other submittals by the either party to the other shall be in English language.
- d) Neither Party shall be considered in default in the performance of its obligation under this Assignment because of the following reasons (Force Majeure); war, hostilities, epidemics, riots, earthquake, typhoon, cyclone, fire, explosion, strike or Acts of God.
- e) If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

17. The Chartered Accountant/Cost Accountant shall supply 2 (two) copies of each deliverable to the Client.

18. The Request for Proposal (RFP) document issued by the Client, the technical proposal and the financial quote based on TOR submitted by the Chartered Accountant/Cost Accountant , the revised financial quote submitted by the Chartered Accountant/Cost Accountant, Standing Committee Resolution No dated for sanctioning the above mentioned work, the proposal acceptance letter issued by the Client dated , this Agreement and all correspondence shall form part and parcel of this Agreement and shall be binding on both the Parties to this Agreement.

IN WITNESS WHEREOF PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS, THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

FOR AND ON BEHALF OF

(_____)

FOR AND ON BEHALF OF

ULHASNAGAR MUNICIPAL CORPORATION

(_____)

Chief Accounts Officer

UMC

Date: - ____/____/____

1) _____

2) _____