

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-07-2025 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-07-2025 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Basic Education Department Uttar Pradesh
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Mid Day Meal Authority Up
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Audit report; CAG Empaneled Audit or CA Firm
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	6
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2200000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	110000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be

in favour of Beneficiary, wherever it is applicable.

लभार्थी /Beneficiary :

DIRECTOR

Mid Day Meal Authority U.P. 203/9, Nabiullah Road, Lucknow-226018

(Director)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate:10

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:03

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:06

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification0

Number of XX fulltime CA's required and YY professional audit staff:06

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1751022539.pdf](https://www.mca.gov.in/LinkClick.aspx?linkid=1751022539.pdf)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Hiring an AG Empanelled Chartered Accountant Firm for Auditing the Accounts of MDMA under the PM POSHAN Scheme	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:Mid Day Meal Authority U.P.
203/9, Nabiullah Road, Lucknow-226018

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
03-07-2025 15:00:00	Mid Day Meal Authority U.P. 203/9, Nabiullah Road, Lucknow-226018

Financial Audit Services - Review Of Financial Statements, Audit Report; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Review of Financial Statements , Audit report
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	Audit of financial statements , Compliance with contracts , Bank Transactions , Internal Control over Financial Reporting , Internal control of financial
Type of Industries/Functions	Goverment Scheme
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	SAMEER KUMAR	226018,203/9 Nabiullah Road Lucknow	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MID DAY MEAL AUTHORITY UP LUCKNOW
payable at
LUCKNOW

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MID DAY MEAL AUTHORITY UP LUCKNOW
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of

contract.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

As per GTC on GeM 4.0 Clause- 4(xiii)(m)(i)-EMD exemption shall be applicable only to MSEs registered within the State of the consignee (Uttar Pradesh).

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9. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

10. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

11. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

**Request for Proposal (RFP) for Hiring an AG Empanelled Chartered Accountant Firm for
Auditing the Accounts of MDMA under the PM POSHAN Scheme**

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8. 4 ✓ 7.5 ✓ 7.5 ✓

Request for Proposal (RFP) for Hiring an AG Empaneled Chartered Accountant Firm for Auditing the Accounts of MDMA under the PM POSHAN Scheme

About the Department

Mid-Day Meal Scheme is being implemented in U.P. as per guidelines of GOI issued in Sep, 2006. As per directives of Supreme Court cooked meal is being provided to students of class I to V in Govt., Parishadiya and Govt. aided primary and upper primary schools along with such High Schools and Intermediate Colleges in which class I to VIII are attached.

For monitoring the implementation of the Scheme, Mid-Day Meal Authority (MDMA) has been constituted in October 2006 as a registered society under the Societies Registration Act 1860.

As per auditing provisions entailed in the Rules of the Society, the accounts of the Society are to be audited by a Chartered Accountant and the auditor has to submit a report showing the exact state of financial affairs of the society; besides that the copies of the balance sheet are to be certified by the auditor.

Funds Flow

Mid-Day Meal scheme is a centrally assisted scheme as per following pattern:

For the year 2023-24

- | | | |
|---|-----------------------|--------------------------------------|
| • Conversion cost: | Primary Schools | - 60% Central share, 40% State share |
| | Upper Primary Schools | - 60% Central share, 40% State share |
| • Honorarium to Cook-cum-helper | | - 60% Central share, 40% State share |
| • Flexi Fund | | - 60% Central share, 40% State share |
| • Kitchen-sum-store construction | | - 60% Central share, 40% State share |
| • Kitchen Utensils/Devices | | - 60% Central share, 40% State share |
| • Cost of Food grain | | - 100% Centrally Assisted |
| • Cost of Transportation | | - 100% Centrally Assisted |
| • Management, Monitoring & Evaluation (MME) | | - 100% Centrally Assisted |
| • Honorarium to Cook cum helper (Top-up) | | - 100% State Assisted |
| • Fruit | | - 100% State Assisted |
| • Cooks Dress | | - 100% State Assisted |
| • Centralized Kitchen | | - 100% State Assisted |

For the year 2024-25

- | | | |
|---|-----------------------|--------------------------------------|
| • Conversion cost: | Primary Schools | - 60% Central share, 40% State share |
| | Upper Primary Schools | - 60% Central share, 40% State share |
| • Honorarium to Cook-cum-helper | | - 60% Central share, 40% State share |
| • Flexi Fund | | - 60% Central share, 40% State share |
| • Kitchen-sum-store construction | | - 60% Central share, 40% State share |
| • Kitchen Utensils/Devices | | - 60% Central share, 40% State share |
| • Cost of Food grain | | - 100% Centrally Assisted |
| • Cost of Transportation | | - 100% Centrally Assisted |
| • Management, Monitoring & Evaluation (MME) | | - 100% Centrally Assisted |

Government of India (GOI) passes on the central assistance to the State Governments in accordance with the relevant policies and procedures applicable to passing on funds to the State governments. The above funds are then routed through Annual Budget of the State Govt. Further, the Funds for Conversion Cost, Honorarium to Cook-cum-helper, Flexi Fund, Kitchen-cum-store construction, Kitchen utensils/devices, Cost of food grains, Cost of transportation, Management, monitoring & evaluation (MME) are directly allocated by State Govt. to all the District Magistrates who are nodal officers for implementing the Scheme. Apart from the above mentioned heads, the funds for MME are allocated to MDMA.

For F.Y. 2023-24 & 2024-25 in addition to the above funds are also directly allocated by state Govt. to Single nodal account (SNA), in heads like Conversion Cost, Honorarium to Cook-cum-helper, Flexi Fund, Kitchen-cum-store construction, Kitchen utensils/devices, Cost of food grains, Cost of transportation, Management, monitoring & evaluation (MME) etc. which has been further allocated to Implementing account (I.A.) at Division and District level through PFMS. The funds for the MME are also allocated to MDMA through SNA. Which are further allotted to Division & District level IAs as per the provisions and need.

The classification of MME funds for expenditure purposes has been done by GOI in its guidelines (as per enclosure 1 & 2). Accordingly, the funds are allocated by MDMA to districts and divisions where through the Scheme is implemented/ monitored by Basic Shikha Adhikari (BSAs) and Assistant Directors (A.Ds) of Basic Education Department.

SNA ACCOUNTING Flow Of Funds Mechanism:

The Ministries of the Government of India advise the Reserve Bank of India (RBI) to credit the State Government (Treasury) Accounts held in RBI by debiting the Gol's account. Upon receipt of intimation from RBI, State Governments shall transfer the funds along with the State's own share into the bank account of the Single Nodal Agency (SNA) within the specified time limit. The funds remain in the SNA Account and do not percolate down to the lower-level agencies. If necessary, SNAs are permitted to open Zero Balance Subsidiary Accounts (ZBSA) for lower-level agencies (IA). Furthermore, it is prescribed that funds will be released to States strictly based on the balance funds of the CSS (both Central and State's share) available in the State treasury and the bank account of the SNA as per PFMS or scheme-specific portals fully integrated with PFMS.

Scope of Audit

- The expenditures/outgoings made from funds allocated by the State Government to the MDM Authority are subject to audit as per the Rules of the Society. Ensure that fund allocations comply with the approved budget and guidelines.
- The Audit will cover the SNA account of Mid-Day Meal Authority U.P. including all SLS i.e. UP-17, UP-275 & UP-276 with inflow/outflow related to SNA, IA and ZBSA.
- It will cover fund allocation from MDM Authority headquarter to districts, utilization of allocated funds, and surrender of the unutilized balance to MDM Authority.
- Audit will cover the reconciliation with MDM SNA bank account's statement against the fund allocation details, expenditure details, and surrender amounts by the districts/divisions/MDM Authority Headquarter.
- The audit of the expenditure out of MME and all scheme funds under PM POSHAN, incurred at headquarter will be conducted at the office of MDM Authority at Lucknow.
- The audit of the Expenditures/outgoings incurred out of funds allocated by MDM Authority to divisions and districts for monitoring the Scheme will be carried out at Divisional levels where the financial records and expenditure reports pertaining to SNA Accounts would be made available by BSAs/ A.Ds. The divisional offices of Basic Education Department, headed by Assistant Directors of Basic Education will facilitate this task.
- The audit will also encompass all other inflows and outflows from the account designated for MME and all schemes under PM POSHAN, as specified in previous audit reports, to ensure continued compliance. This will cover all transactions to verify adherence to the established guidelines.
- The audit will be carried out in accordance with the relevant national standards of auditing, and will include such tests and controls as the auditor considers necessary under the circumstances.
- The Audit will be carried out to ensure compliances related to General Financial Rules (GFR-12C), Accounting Standards, Correct classification of expenses, Use of correct ledger and cost centre in accounting, Arithmetical accuracy.
- The audit will include the review of the implementation status of recommendations from previous audits and check whether corrective actions have been taken to address past audit findings.
- The selected bidder (AG emplaned CA Firm) will carry out the auditing of SNA accounts for 2 years i.e. 2023-24 and 2024-25 in the light of above mentioned points.
- For F.Y. 2023-24 and 2024-25 along with above point the audit will also cover inflow and outflow out of SNA, IA and ZBSA.

The auditor would be expected to give his opinion on:

1. Whether proper books of accounts have been maintained by the offices/units audited.
2. Whether the financial statements dealt with his report are in agreement with the books of accounts maintained at the project offices audited by him,
3. Whether In his opinion, the Financial Statements of MDM Authority, U.P. gives a true and fair view of the financial position of the society as on 31st March of each year and of the operations of the project during the year then ended in conformity with the accounting principles generally accepted in India.
4. The audit firm shall also address and resolve any outstanding compliance issues or unresolved matters from the previous year's audit, ensuring that all prior year deficiencies are rectified as part of the current audit engagement.

In conducting the audit, special attention should be paid to the following:

1. Ensure that the accounting and financial management systems remain reliable and effective in design and to assess the extent to which they are being followed;
2. Review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
3. Verify that the system of internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcations ,frauds, misappropriations and misapplications;
4. Identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
5. That adequate records are maintained regarding the assets created and assets acquired by the project, including details of cost, identification and location of assets; and that the physical verification of assets is being carried out with due diligence.
6. Provide the details of unutilized funds pertaining to Transportation head of earlier years.
7. If there is any ambiguity or confusion regarding the scope of work, the audit firm is required to contract with Mid-Day Meal Authority, and MDM Authority response shall be considered final.

Time Frame of Audit

The audit of the Mid-Day Meal Authority accounts will cover the funds released by GOI and subsequently by the Govt. of U.P. in SNA Accounts in F.Y. 2023-24, 2024-25.

Time Limit prescribed for the Task

The auditing firm shall complete the assigned tasks for the financial years 2023-24 and 2024-25 consecutively, with each financial year's audit being conducted one after the other. Two separate work orders will be issued for each financial year. The firm is required to complete the audit for each respective financial year within three months from the date of issuance of the corresponding work order. Upon completion of each audit, the firm shall submit the required deliverables within thirty (30) days thereafter.

Outputs required at the end of Assignment

1. Report showing the exact state of financial affairs of the society,
2. Certified copies of the balance sheet.

List of 18 divisional offices and 75 district offices
Division wise list of districts in Uttar Pradesh given below

S.No.	Division	Districts	#	Division	Districts	#	Division	Districts
1	Agra	Agra	7	Varanasi	Chandauli	14	Kanpur	Auraiya
		Firozabad			Ghazipur			Etawah
		Mainpuri			Jaunpur			Farrukhabad
		Mathura			Varanasi			Kannauj
2	Aligarh	Aligarh	8	Azamgarh	Azamgarh	15	Devipatan	Kanpur Dehat
		Etah			Ballia			Kanpur Nagar
		Hathras			Mau			Bahraich
		Kasganj/ Kashiram Nagar			Deoria			Balrampur
3	Meerut	Bagpat	9	Gorakhpur	Gorakhpur	16	Ayodhya	Gonda
		BulandShahar			Kushinagar			Shravasti
		GautamBuddh Nagar			Mahrajganj			Ambedkar Nagar
		Ghaziabad			Basti			Barabanki
4	Saharanpur	Meerut	10	Basti	Sant Kabir Nagar	17	Lucknow	Ayodhya
		Hapur			Siddharthnagar			Sultanpur
		Muzaffar Nagar			Mirzapur			Amethi
		Shamli			SantRavidas Nagar			Hardoi
5	Bareilly	Saharanpur	11	Vindhyachal	Sonbhadra	18	Chitrakoot	LakhimpurKheri
		Badaun	12	Jhansi	Jalaun			Lucknow
		Bareilly			Jhansi			Raebareli
		Pilibhit			Lalitpur			Sitapur
6	Prayagraj	Shahjahanpur	13	Moradabad	Sambhal	18	Chitrakoot	Unnao
		Prayagraj			Bijnor			Banda
		Fatehpur			Amroha/J.P. Nagar			Chitrakoot
		Kaushambi			Moradabad			Hamirpur
		Pratapgarh			Rampur			Mahoba

Eligibility Criteria

Minimum Eligibility/Pre-Qualification Criteria

The Bidders should have the following minimum eligibility for participating in the tender the bidders should enclose the documentary evidences for fulfilling the minimum eligibility in the technical bid. If a bidder fails to enclose the documentary proof for minimum eligibility their bid will be summarily rejected.

Clause	Minimum Eligibility Criteria / Pre-Qualification Criteria	Document Proof
1	The bidder should be a Partnership Firm or LLP registered with the Institute of Chartered Accountants of India (ICAI) for a minimum of 10 years.	Copy of Latest registration Certificate from the Institute of Chartered Accountants of India (ICAI).
2	The firm should have at least 06 full time CA partners with minimum 03 FCA.	Copy of Latest registration Certificate from the Institute of Chartered Accountants of India (ICAI).
3	Chartered Accountant firm is currently empanelled with the Comptroller and Auditor General (CAG) of India for major audits for at least three financial years after 31.03.2021.	Copy of the letter of empanelment from CAG and supporting proof for Major Audits.
4	The annual financial turnover of the Firm for the financial years 2021-22, 2022-23 and 2023-24 must be Minimum Rs. 1 Cr. per year.	Copy of the Turnover Certificate along with the Audited Balance Sheets certified by the Statutory Auditor.
5	Firm must have carried out at least 05 Audits in Government Departments/PSU's/ Corporations/ Authorities preferably for externally aided project (Centre/State/Financial Institute) during the 03 Financial Year(2021-22,2022-23,2023-24). (Each audit value must be at least Rs.10 Lakh).	<p>The Bidder should submit following documents as a documentary proof:</p> <p>a) In case of Completed Audits: Bidder should submit copy of Work Order, Contract Agreement & document related to release of ePBG/ Bank Guarantee, In case of automatically release of ePBG on completion of audit tenure, a certificate from authorised by C.A. with UDIN number will be accepted OR Completion Certificate explaining the audit start date and Completion date or duration of audit.</p> <p>b) In case of Extended Audits Contract: Bidder should submit copy of Work Order, Contract Agreement with Extension Work Order OR Extension Agreement (if any) explaining the audit start date and Completion date or duration of audit.</p>

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Annexure-3

		As well as the information provided in Annexure 10: Form No. 8 (Summary of Audits Citation).
6	The bidders should have a valid Firm registration, GST, PAN, ITR Certificates	<p>The bidder should submit valid certifications/ documents:</p> <ol style="list-style-type: none"> 1. Firm Registration Certificate - Certificate of Incorporation issued by the MCA / LLP Agreement/ Partnership Deed. 2. Copy of GST Registration Certificate along with GST yearly returns statements for FY 2021-22, 2022-23, and 2023-24. 3. Copy of PAN Card 4. Income Tax Returns (ITR) for FY 2021-22, 2022-23, and 2023-24
7	Ernest Money Deposit (EMD)	The bidder should submit the EMD of amount 5% of total estimated bid value in the form of Demand Draft (DD) as mentioned in the Bid Document.
8	Chartered Accountant firm must have registered office in the state of Uttar Pradesh and a branch office in Lucknow.	<ul style="list-style-type: none"> The bidder must submit Registration Certificate from the Institute of Chartered Accountants of India (ICAI) to prove their registered office in Uttar Pradesh. The bidder must submit a valid documentary proof for their branch office in Lucknow.
9	Escalation Matrix	Escalation Matrix of Telephone Numbers for Service Support
10	The bidder should not stand blacklisted by any Central/State Government Departments/PSU, Organizations, Agencies or Public Sector units for unsatisfactory past performance corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.	<p>The bidder shall provide an affidavit on ₹100 non-judicial stamp paper, including the following points:</p> <ol style="list-style-type: none"> The bidder affirms that they are not blacklisted by any Central/State Government Departments / PSU or any other public authorities. The bidder must submit an affidavit declaring that all facts, figures, and information provided in the bid documents are true and accurate to the best of their knowledge.
11	Bidders must provide required documents as per the specific requirements of the Pre-Qualification.	<p>Format attached as Annexure -10</p> <p>FORM 2: Pre-Qualification bid cover letter (Company Letter Head).</p>

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	(Format attached as Annexure 10)	FORM 5 : Conflict of Interest (Company Letter Head) FORM 6: Format for Power of Attorney executed in favour of the Authorized Signatory. (In Case an authorized person sign on behalf of the bidder).
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Note:

1. The bidders who have submitted required documents for Minimum Eligibility Criteria/Pre-Qualification Criteria and meeting all the above Minimum Eligibility Criteria/Pre-Qualification Criteria as determined by the Committee only will be eligible for evaluation stage for evaluating their technical proposal.
2. Bidders should carefully go through the **Annexure-9**.

Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters /details, then respective criteria/clauses of the uploaded Scope of Work/T&C/PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

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QCBS Document Elaborating Detailed QCBS Criteria

1. Technical Qualification Criteria

- I. Only those bidders who qualify all Pre-Qualification/Minimum Eligibility Criteria requirements shall be qualified for technical bid evaluation.
- II. The Tender Committee (TC) reserves the right to reject a Service in case the offered service does not match the technical requirements/ objectives specified in Technical Bid – Buyer's Requirements.
- III. The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/ mandatory Technical requirements, and the scope of work as defined in this RFP.
- IV. Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms, conditions, and work scope shall be rejected and shall not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.
- V. Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. However, Buyer reserves the right to summarily reject any bid which does not contain all the mandatory supporting document or may ask the bidder to resubmit documents, the decision of Buyer shall be final and binding in this regard.
- VI. A score would be given to each bidder by Tender Committee based on the scoring criteria.
- VII. Bids that are technically qualified would only be taken up for financial / commercial evaluation.
- VIII. Buyer reserves the right to disqualify any bidder based on any relevant criteria, and its decision is final.
- IX. The Bidder should submit following documents as a documentary proof:
 - a) In case of Completed Projects: Bidder should submit copy of Work Order, Contract Agreement & document related to release of ePBG/ Bank Guarantee, In case of automatically release of ePBG on completion of audit tenure, a certificate from authorised by C.A. with UDIN number will be accepted OR Completion Certificate explaining the audit start date and Completion date or duration of audit.
 - b) In case of extended Projects: Bidder should submit copy of Work Order, Contract Agreement with Extension Work Order OR Extension Agreement (if any) explaining the audit start date and Completion date or duration of audit.
- X. The bidder reserves the right to negotiate any terms (Price / Technical) further with the successful Bidder.
- XI. Technical Bids shall then be evaluated for the following broad parameters. The Bidders should have the following criteria for participating in the tender. The Bidders should enclose documentary evidence for fulfilling the following Evaluation Criteria. The technical committee consisting of members from State department will evaluate the bidders those who had qualified in the previous Minimum Eligibility criteria/Pre-Qualification Criteria.

The committee will evaluate the qualified bidders as per the criteria set below:

S. N.	Technical Evaluation Criteria	Relevant Document	Marking System	Max. Marks
1	The bidder should be a Partnership Firm or LLP registered with the Institute of Chartered Accountants of India (ICAI) for a minimum of 10 years.	Copy of Latest registration Certificate from the Institute of Chartered Accountants of India (ICAI).	>=10 to <=15 years: 10 Marks >15 to <=20 years: 15 Marks >20 years: 20 Marks	20
2	Firm must have carried out at least 05 Audits in Government Departments /PSU's/Corporations/Authorities preferably for externally aided project (Centre/State/Financial Institute) during the 03 Financial Year (2021-22,2022-23,2023-24). (Each audit value must be at least Rs.10 Lakh).	The Bidder should submit following documents as a documentary proof: a) In case of Completed Audits: Bidder should submit copy of Work Order, Contract Agreement & document related to release of ePBG/ Bank Guarantee, In case of automatically release of ePBG on completion of audit tenure, a certificate from authorised by C.A. with UDIN number will be accepted OR Completion Certificate explaining the audit start date and Completion date or duration of audit. b) In case of Extended Audits Contract: Bidder should submit copy of Work Order, Contract Agreement with Extension Work Order OR Extension Agreement (if any) explaining the audit start date and Completion date or duration of audit. As well as the information provided in Annexure 10: Form No. 8 (Summary of Audits Citation). & Form No. 9 (Format for Audits Citation)	=5 Audits: 5 Marks =6 Audits: 6 Marks =7 Audits: 7 Marks =8 Audits: 8 Marks =9 Audits: 9 Marks =10 Audits: 10 Marks	10

Annexure-4

3	Average turnover of the Firm for financial years 2021-22, 2022-23 and 2023-24.	Copy of the Turnover Certificate along with the Audited Balance Sheets certified by the Statutory Auditor. As well as the information provided in Annexure 10, Form No. 4 (Turnover Certificate).	>=100 to <=150 Lac : 5 Marks >150 to <=200 Lac : 7.5 Marks >200 Lac : 10 Marks	10
4	Key Expert's qualification and competence for the assignment. a) Position K-1 (Audit Manager) b) Position K-2 (Audit Team Leader) c) Position K-3 (Team Members)	Please refer to Annexure 5 for the detailed profiles of the key persons involved in the project. As well as the information provided in Annexure 10, Form No. 11 (Team Composition / Key Person Details) and Form No. 12 (CV Format for Proposed Key Person).	(a) Position K-1 (Audit Manager) = 5 Marks (b) Position K-2 (A.T.L) = 1 A.T.L : 5 Marks = 2 A.T.L : 7.5 Marks >= 3 A.T.L : 10 Marks (c) Position K-3 (Teams Members) = 2 Team Member: 5 Marks = 3 Team Member: 7.5 Marks = 4 Team Member : 10 Marks >=5Team Member: 15 Marks	30
TOTAL				70
5	Adequacy and quality of the proposed methodology and work plan. (Notes- The client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition and has an appropriate skill mix; and the work plan has right input of experts). The Minimum Technical Score Required to Pass is = 70	a) Approach & Methodology shall be in the form of a presentation to be made in front of the committee of Department as and when informed through E-mail / Letter. b) The Bidder is not required to submit technical presentation in the e-Bid.		30
TOTAL				100

Note:

1. The bidders who have submitted required documents for Minimum Eligibility Criteria/Pre-Qualification Criteria and meeting all the above Minimum Eligibility Criteria/Pre-Qualification Criteria as determined by the Committee only will be eligible for evaluation stage for evaluating their technical proposal.
2. Bidders should carefully go through the **Annexure-9**.

2. Evaluation Criteria of Technical Bid

- 2.1 The Technical Evaluation would be done for only those bidders, who comply with the pre-qualification criteria mentioned in – Minimum Eligibility Criteria/Pre-Qualification Criteria.
- 2.2 Quality and Cost based Selection (QCBS) – 70:30 (Technical: Commercial).

- 2.3 Only those bids which have a minimum technical score of 70 % of total marks as in table above shall be considered qualified. However, the Buyer reserves the right to lower the minimum required marks.
- 2.4 The score of the Bidders will be given by buyer or a Tender committee constituted by Buyer organization. The Buyer will provide marks and submit in the GeM system.
- 2.5 The Bidder must submit the clarifications / additional particulars through GeM portal within the time limit mentioned in the tender document. The Bidder's offer will be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

3. Evaluation of financial/commercial bids

(As per Commercial Bid Template/BOQ Form-11)

- 3.1 Commercial bids submitted by only those bidders, who have qualified both pre-qualification and technical evaluation, shall be eligible for further evaluation.
- 3.2 Only those Bidders that have achieved at least minimum qualifying score (70% in this case) will be treated as qualified and only their financial proposals will be opened.
- 3.3 The commercial Bids of the technically qualified bidders shall then be opened on the notified date and time as on the GeM Portal.
- 3.4 Commercial Bids that are not as per the provided format shall be liable for rejection.
- 3.5 In the case of a tie between two or more bidders (i.e. equal commercial quote), the bidder with higher score under technical evaluation shall be ranked first in order.
- 3.6 If Bidder quotes NIL charges, the bid shall be treated as unresponsive and shall not be considered for evaluation.

4. Selection of Bidder

The Selected bidder shall not be declared till the detailed commercial bid is not evaluated. During the evaluation if the buyer finds that the detailed commercial bid is not in order or incomplete etc. then buyer shall treat the bid as non-viable and same shall be rejected, and EMD shall be forfeited. In such case next ranked bidder shall be considered for further evaluation and so on till a bidder is selected.

- 4.1 If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and Buyer reserves right to blacklist such bidders for next three years from participating in any tender. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.
- 4.2 If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and Buyer reserves right to blacklist such organization for next three years from participating in any Tender. In such case the detailed commercial bid of next ranked commercial bidder shall be evaluated.
- 4.3 Next ranked commercial bidder also backs out then Buyer shall complete the tender process by following the same process again for other remaining commercial ranked bidders.

5. FINAL EVALUATION OF BID

- 5.1 After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score is arrived based on predefined relative weightage.

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- 5.2 The proposal with the highest weightage combined score (quality and cost) shall be selected Calculation Formula= $B = [(C_{low} / C) \cdot X] + [T / T_{high} \cdot (1 - X)]$

Where C=evaluated Bid price

C_{low} =the lowest of all evaluated Bid price among responsive Bids

T= the total Technical score awarded to the Bid

T_{high} =the Technical score achieved by the Bid that was scored best among all responsive Bids.

X= weightage for the process as specified in Bids

- 5.3 Total Score will be calculated by GeM based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.

Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters/details, then respective criteria/clauses of the uploaded Scope of Work/T&C/PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

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Required Qualification, Experience & Key Responsibilities of Key Experts

In accordance with Annex 4, Point 4, the profiles & qualifications of the Key Experts are outlined below:

S.No.	Profile	Qualification	Experience	Key Responsibilities
1	K-1: Audit Manager	Fellow Chartered Accountant (FCA) as per the ICAI or Equivalent.	Minimum 10 years of experience in auditing and accounting, with at least 5 years in a managerial or senior leadership role.	<p>Audit Planning and Execution: Lead and manage audit engagements, ensuring compliance with ICAI standards, Indian Accounting Standards (Ind AS), and regulatory requirements.</p> <p>Team Leadership: Oversee and mentor audit teams, ensuring quality control, efficient execution, and professional development of junior staff.</p> <p>Client Relationship Management: Serve as the primary point of contact for clients, providing clear communication, presenting audit findings, and offering strategic recommendations.</p> <p>Regulatory Compliance: Ensure audits comply with relevant laws and regulations (e.g., Indian Companies Act, Income Tax Act), and stay updated on industry changes.</p> <p>Risk Management and Reporting: Identify audit risks, manage issues, and prepare accurate, insightful audit reports for senior management and clients.</p>
2	K-2: Audit Team Leader	Chartered Accountant (CA) as per ICAI or an equivalent professional qualification.	Minimum 5 years of experience in auditing and accounting.	<p>Audit Execution and Oversight: Lead and manage the day-to-day execution of audit engagements, ensuring compliance with ICAI standards, Indian Accounting Standards (Ind AS), and applicable regulations.</p> <p>Team Supervision and Guidance: Supervise and mentor junior auditors, assigning tasks, reviewing work, and providing guidance to ensure high-quality and efficient execution of audits.</p> <p>Client Interaction:</p>

Annexure-5

				<p>Communicate effectively with clients to understand their business needs, address concerns, and present audit findings and recommendations in a clear and professional manner.</p> <p>Risk Identification and Mitigation: Identify potential audit risks and assist in developing strategies to mitigate those risks, ensuring compliance and accuracy in financial reporting.</p> <p>Reporting and Documentation: Prepare audit reports, financial statements, and supporting documentation, ensuring accuracy, clarity, and compliance with auditing standards and regulatory requirements.</p>
3	K-3: Team Member	CA inter / IPCC , CMA inter pass ,B.Com/M.Com or equivalent	Minimum 2 years of experience in auditing and accounting.	<p>Audit Support: Assist in the execution of audit procedures by performing tasks such as testing financial records, collecting evidence, and preparing audit documentation.</p> <p>Financial Data Analysis: Review and analyze financial statements, transactions, and accounting records to identify discrepancies or areas for further investigation.</p> <p>Compliance and Standards Adherence: Ensure that audits are conducted in compliance with relevant accounting and auditing standards (ICAI, Ind AS, etc.) and legal requirements.</p> <p>Client Interaction Assistance: Support senior team members in communicating with clients and gathering necessary financial information for the audit process.</p> <p>Report Preparation: Assist in the preparation of audit reports, financial statements, and management letters, ensuring accuracy and compliance with audit findings.</p>

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1. Payment Terms

- 1.1. Once the report has been approved at the competent level the selected bidder shall submit an invoice and supporting documents to the buyer. The buyer shall have the right to verify the invoice along with supporting documents.
- 1.2. Based on the verification, the Buyer shall make all efforts to make payments to the Bidder within 10 days of receipt of invoice(s) and all necessary supporting documents.
- 1.3. All Payments shall be made in Indian Rupees Only.
- 1.4. All payments agreed to be made by Buyer to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied / applicable.
- 1.5. Bidder shall perform all the activities related to the Mid-Day Meal Authority, Lucknow as communicated by the Buyer/ Client. No extra payment/ invoice shall be generated for that work.
- 1.6. In the event of Buyer noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Buyer, the Buyer may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder.
- 1.7. The Bidder shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Buyer or the Bidder.
- 1.8. All payments to the Bidder shall be subject to tax deductions at source under Income Tax Act, other taxes, and deductions as provided for under any law, rule, or regulation. In addition, all costs, damages, or expenses which Buyer may have paid or incurred, for which under the Contract's provisions, the Bidder is liable, Buyer shall deduct the same from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Buyer to the Bidder on a chargeable basis.

2. Penalties

- 2.1. The ongoing performance and Service Levels shall be as per parameters stipulated by the Buyer in this contract, failing which the Buyer may, at its discretion, impose Penalties on the Bidder as defined in **Annexure 7: Service Level Agreement**.

Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters/details, then respective criteria/clauses of the uploaded Scope of Work/T&C/PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

1. Service Level Agreement (SLA), (FINANCIAL AUDIT SERVICES)

• Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and the buyer shall have the right to immediately terminate the contract.

- Cumulative penalties reach 10% of the contract value.
- Repeated breach of SLAs beyond 3 instances in the entire contractual period.
- Subcontracting or outsourcing of the contract, in part or whole.

(ii) Penalties will be levied on the service provider, for the violation of the Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in the submission of audit report. (Audit completed within 03 Months i.e.90 Days from date of issuance of work order. Firm shall submit the required deliverables within 30 days thereafter.)	Delay up to 30 days – Nil Delay up to 45 days– 1% of the contract value Delay up to 60 days – 2% of the total contract value For delay exceeding 60 days – 5% of the total contract value per month
2	Non-deployment of total manpower and deployment of lower-profile manpower mentioned in the contract/bid as per the schedule.	Deployment of manpower with lower profile/qualification and less than the deployment of manpower as per Schedule Annexure-5 & Annexure-10, Form-11. – 1% of the total contract value.
3	If the employee of Service Provider is found responsible for any leakage of information, lobbying, bribing, etc.	Termination of contract
4	If cumulative penalties reach 10% of the contract value	Termination of contract

Note: - If the delay is attributable to factors beyond the control of the audit firm, the audit firm shall promptly notify the Mid-Day Meal Authority in writing, either by letter or email, providing a detailed explanation of the reasons for the delay. In such cases, the penalty provisions outlined in S.no 1 and S.no 2 shall be determined at the sole discretion of the Director of MDMA.

1. Special Terms and Conditions (STC) of the Contract

1.1 Definitions

In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them.

The below definitions are as per the GeM

- 1.1.1 "Agreement" or "Contract" shall mean the purchase order created/issued by the Buyer on GeM for the supply of Goods / Services in electronic form, which includes scope of supply, delivery instructions, and specifications, etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.
- 1.1.2 "Applicable Laws" shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, byelaw, approval, directive, guideline, policy, or other governmental restriction as may be in effect. "Bidder" shall mean organization submitting the proposal in response to this RFP
- 1.1.3 "Bidder's Team" means the Bidder who has to provide goods and services to the Buyer under the scope of this Contract. This definition shall also include any and/or all of the employees of the Bidder, authorized service providers or partners and representatives or other personnel employed or engaged either directly or indirectly by the Prime Bidder for the purposes of this Contract.
- 1.1.4 "Buyer" is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs), and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers/Bidders on GeM.
- 1.1.5 "Buyer's Representative" means the person or the persons appointed by the Buyer from time to time to act on its behalf for overall co-ordination, supervision, and project management.
- 1.1.6 "Change" shall mean substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents
- 1.1.7 "Competent Authority" means the Director, Mid-Day Meal Authority Lucknow.
- 1.1.8 "Contract Performance Guarantee" or "Performance Bank Guarantee" shall mean the guarantee provided by a Scheduled Commercial Bank/ Nationalized Bank to the Buyer on behalf of the Successful Bidder.
- 1.1.9 "Contract Value" or "Bid Value" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.

- 1.1.10 "Document" means any embodiment of any text or image; however, it is recorded and includes any data, text, images, sound, voice, codes, databases, or any other electronic documents as per IT Act, etc.
- 1.1.11 "Extra work" shall mean any work or compliance with any requirements other than a change that is not expressly or impliedly contemplated by the contract documents and which is necessary to be performed for the proper completion of the contracted work. For clarifications, it is declared that any work or operation which shall be necessarily incidental to the adequate performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- 1.1.12 "Financial Year," in relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year
- 1.1.13 "GCC" means General Conditions of Contract
- 1.1.14 "Net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write -back of depreciation and amalgamation.
- 1.1.15 "Notice" means:
- a. notice; or
 - b. Consent, approval, or other communication required to be in writing under this Contract.
- 1.1.16 "Request for Proposal/ (RFP)" means the documents containing the general, technical, functional, commercial, and legal specifications including different Annexures and includes the clarifications, explanations, minutes of the meetings, corrigendum(s), and amendment(s) issued from time to time during the bidding process and on the basis of which Bidder has submitted its Proposal
- 1.1.17 "Service Level" shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to the type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response, and issue resolution time-frame, repercussions/penalties/remedies for the service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- 1.1.18 "Services" shall mean the services offered or provided by the Bidder such as IT Professional Services, Manpower Services, Security Services,

Transport Services, etc., listed as Services on GeM. The term 'Service' shall also include the supply of goods/articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.

- 1.1.19 "Site" or "Project Location" shall mean the location of work wherein the work is to be executed under the contract. SITE will be primarily at Mid-Day Meal Authority Lucknow and 75 districts and 18 divisions of Uttar Pradesh.
- 1.1.20 "Seller" or "Service Provider" shall mean any legal entity such as Partnership Firm registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.
- 1.1.21 "Tender" or "Tender Document" means RFP
- 1.1.22 "Term" means the period of the Contract commencing from the Effective Date and continuing till the last day of Services, or the date of termination, in case of earlier termination of the Contract.
- 1.1.23 "Works" or "work" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- 1.1.24 "Working Day" means any day on which any of the offices of Mid-Day Meal Authority, Lucknow and its offices/counterparts at divisional & district level shall be functioning, including gazetted Holidays, restricted holidays or other holidays, Saturdays and Sundays.

1.2 Interpretations

- 1.2.1 Unless otherwise specified, a reference to clauses, sub-clauses, or section is a reference to clauses, sub-clauses, or sections of this Agreement, including any amendments or modifications to the same from time to time.
- 1.2.2 Words denoting the singular include the plural and vice versa, and use of any gender includes the other genders.
- 1.2.3 References to a "Firm" shall be construed to include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.2.4 Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes, and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them, and each of them individually
- 1.2.5 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted

- 1.2.6 Any reference to a "day" (including within the phrase "business day") shall be construed as a reference to a day on which Buyer's office is generally open for business
- 1.2.7 References to times are to Indian Standard Time (IST)
- 1.2.8 A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated, or supplemented at any time
- 1.2.9 All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement
- 1.2.10 Unless otherwise expressly stated, the words "herein," "hereof," "hereunder," and similar words refer to this Agreement as a whole and not to any particular Annexure. The words "include" and "including" shall not be construed as terms of limitation.
- 1.2.11 The words "in writing" and "written" mean "in the documented form," whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys
- 1.2.12 Any reference at any time to any agreement, deed, instrument, license, or document of any description shall be construed as a reference to that agreement, deed, instrument, license, or other document as amended, varied, supplemented, modified, or novated at the time of such reference
- 1.2.13 Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date.

1.3 Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

- 1.3.1 Furnishing by the Bidder, an unconditional, irrevocable, and continuing Bank Guarantee of an amount equivalent to 10% of the contract value for Contract Performance, in a form and manner acceptable to the Buyer which would remain valid until such time and be renewable as may be stipulated by the Buyer.
- 1.3.2 Execution of a Deed of Indemnity in terms of Clause 1.14 – Indemnities
- 1.3.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- 1.3.4 Furnishing of such other documents as the Buyer may specify
- 1.3.5 The Buyer reserves the right to waive any or all of the conditions specified above in writing, and no such waiver shall affect or impair any right, power, or remedy that the Buyer may otherwise have

1.4 Representations & Warranties

- 1.4.1 To induce the Buyer to enter this Contract, the Bidder hereby represents and warrants, as of the date hereof, the following:

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- a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how, and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Buyer under this contract.
- b. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential, or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this contract.
- c. That the representations and warranties made by the Bidder in its Bid, RFP and Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Buyer specifies to the contrary, the Bidder shall be bound by all the terms of the Bid and the contract through the term of the contract.
- d. That the Bidder has the professional skills, personnel, infrastructure, and resources/authorizations that are necessary for providing all such services which are needed to fulfil the scope of work stipulated in the RFP and the contract.
- e. The Bidder shall use such assets of the Buyer as the Buyer may permit for the sole purpose of execution of its obligations under the terms of the Bid, RFP or this Contract. The Bidder shall, however, have no claim to any right, title, lien, or other interest in any such property, and any possession of the property for any duration whatsoever shall not create any right in equity or otherwise, merely by the fact of such use or possession during or after the term hereof.
- f. That there shall not be any privilege, claim, or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses, and permits.
- g. That the execution of the scope of work and the Services herein is and shall be in accordance and compliance with all applicable laws.
- h. That all conditions precedent under the Contract have been satisfied.
- i. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Law or any order, writ, injunction, or decree of any court or Governmental Authority binding on the Bidder, (ii) shall conflict. Or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions

of, or constitute a default under any Contract, Contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the Bidder.

- j. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- k. That the Bidder confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/contract without the prior written consent of the Buyer, which may directly or indirectly have a bearing on the Contract with the Buyer.
- l. The Bidder owns or has good, legal or beneficial title, or other interest in, to the property, pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created valid and enforceable.
- m. The Bidder owns, has a license to use, or otherwise has the right to use, which are required or desirable for the performance of its services under this contract. All Intellectual Property Rights performance of the contract are valid and subsisting. All actions required to maintain the same in full force and effect have been taken thereon and shall keep the Buyer indemnified in relation thereto.
- n. That its security measures, policies, and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.
- o. That in providing the Services or deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity.
- p. That the Bidder shall not employ serving Buyer Employees without prior permission of the Buyer. The Bidder also confirms that it shall not employ ex-personnel of Buyer within the initial two years after their retirement/ resignation/ severance from the service without specific permission of Buyer. The Buyer may decide not to deal with such company(s)/ firm(s) who fails to comply with this confirmation.

1.5 Scope of Contract

- 1.5.1 Scope of the Contract shall be as defined in annexure - Scope of Work and in other relevant annexures.
- 1.5.2 The Agency is required to provide such services and support as the Buyer may deem proper and necessary, during the term of the Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP, and this Contract and are deemed necessary by the Buyer, to meet its business requirements (hereinafter 'scope of work').
- 1.5.3 If any services, functions, or responsibilities not specifically described in this Contract are an inherent, necessary, or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this contract.

1.6 Key performance measurements

- 1.6.1 Unless specified by the Buyer to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, and the Service Specifications as laid down in the RFP.
- 1.6.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Buyer specifies to the contrary, the later in time shall prevail over a document of an earlier date to the extent of any inconsistency.
- 1.6.3 The Buyer reserves the right to amend any of the terms and conditions in relation to the Contract/ Service Specifications and may issue any such directions that are not necessarily stipulated therein if it deems necessary to fulfil the scope of work. These changes shall be carried as per mutual consent.

1.7 Commencement and Progress

- 1.7.1 The Bidder shall proceed to carry out the activities/ services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 1.7.2 The Bidder shall be responsible for and shall ensure that all services are performed in accordance with the Contract and RFP and that the Bidder's Team complies with such specifications and all other standards, terms, and other stipulations/ conditions set out hereunder.

1.8 Standards of performance

- 1.8.1 The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in

accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. In respect of any matter relating to this Contract, the Bidder shall always act as faithful advisors to the Buyer and shall, always, support and safeguard the Buyer's legitimate interests in any dealings with Third Parties.

1.9 Validity period of rate

1.9.1 The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

1.10 Price Escalation

1.10.1 The BUYER shall not be responsible for any escalation in prices of resources or materials, machinery, equipment, etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever, and the Bidder rates and Bidder's obligation shall remain unaffected by such escalation and/ or increase.

1.11 Quality of work

1.11.1 The Director MDMA, Lucknow shall be the final authority of the quality of the work and the satisfaction of the standards in respect thereof outlined in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BUYER and/ or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Bidder shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The BUYER has the right to prohibit the use of men/ women and any tools, materials, or equipment which, in his opinion, do not produce work or performance meeting the requirement of the Contract Documents.

1.12 Guarantee

1.12.1 In addition to any other guarantees and warranty mentioned in the contract documents, the Bidder guarantees that the entire work will be done satisfactorily.

1.13 Insurance

1.13.1 Without limiting any of his other obligations or liabilities, the Bidder shall, at his own expense, take and keep comprehensive insurance. The Bidder shall take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified

the BUYER from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expensed that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same. The Bidder shall have to furnish originals and/or attested copies as required by the BUYER of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the BUYER may require.

1.14 Indemnities

1.14.1 The Bidder shall at all times hold the BUYER harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the BUYER, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BUYER may now or at any time have relative to the work or the Bidder's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Bidder or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Bidder shall reimburse the BUYER or pay to the BUYER forthwith on demand without protest or demur all costs, charges and expensed and losses and damages otherwise incurred by it in consequence of any claims, demands, and actions which may be brought against the BUYER arising out of or incidental to or in connection with the operation covered by the contract. At the BUYER's request, the Bidder shall at his own cost defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound, or compromise such suit or other finding without first consulting the BUYER.

1.14.2 Whenever any claim against the Bidder for the payment of a sum or money arises out of or under the contract, BUYER shall be entitled to recover such sum by appropriation in part or whole the security deposit of the Bidder. In the event of the security being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder under this or any other contract with BUYER. Should this sum be not sufficient to cover the full amount recoverable, the Bidder shall pay to BUYER on demand the balance remaining due.

1.15 Insolvency or death of bidder

- 1.15.1 In the event of the Bidder being adjudged insolvent or going voluntarily into liquidation or having received an order or other order under Insolvency act made against him or, in the name of a Firm, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Bidder failing to comply with any of the conditions herein specified the Director, Mid-Day Meal Authority, Lucknow shall have the power to terminate the contract without previous notice.
- 1.15.2 Bidder's heirs/representatives shall, without the consent in writing of Director, Mid-Day Meal Authority, Lucknow, have the right to continue to perform the duties or engagements of the Bidder or under the contract in case of his death. In the event of the Bidder, with such consent aforesaid, transferring his business, and in the event of the Bidder being a Firm and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or Firm, the Bidder shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or Firm, shall continue to perform the duties or engagements of the Bidder under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to Director, Mid-Day Meal Authority, and Lucknow in writing.
- 1.15.3 Without prejudice to any of the rights or remedies under this contract, if the Bidder dies, the Director, Mid-Day Meal Authority, Lucknow, shall have the option of terminating the contract without compensation to the Bidder, which does not amount to Breach of the contract.

1.16 Subcontracting is not allowed**1.17 Payment to agency**

- 1.17.1 Once the report has been approved at the competent level the selected bidder shall submit an invoice and supporting documents to the buyer. The buyer shall have the right to verify the invoice along with supporting documents.
- 1.17.2 Based on the verification, the Buyer shall make all efforts to make payments to the Bidder within 10 days of receipt of invoice(s) and all necessary supporting documents.
- 1.17.3 All Payments shall be made in Indian Rupees Only.
- 1.17.4 All payments agreed to be made by Buyer to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable.
- 1.17.5 In the event of Buyer noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the

Bidder to the Buyer, the Buyer may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder.

1.17.6 The Bidder shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Buyer or the Bidder.

1.17.7 All payments to the Bidder shall be subject to tax deductions at source under Income Tax Act, other taxes, and deductions as provided for under any law, rule, or regulation. In addition, all costs, damages, or expenses which Buyer may have paid or incurred, for which under the Contract's provisions, the Bidder is liable, Buyer shall deduct the same from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Buyer to the Bidder on a chargeable basis.

1.18 Limitation of bidder's liability towards the buyer:

1.18.1 The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

1.19 Buyer's obligations

1.19.1 The Buyer's Representative shall interface with the Bidder, provide the required information, clarifications, and resolve any issues that may arise during the execution of the Contract. Buyer shall provide adequate cooperation in providing details, assisting with coordinating and obtaining approvals from various governmental agencies in cases where the intervention of the Buyer is proper and necessary.

1.19.2 Buyer shall ensure that timely approval is provided to the Successful Bidder, where deemed necessary, including Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Buyer.

1.20 Confidentiality

1.20.1 The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/ Contract and/ or BUYER operations, information,

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application/ software, hardware, data, architecture schematics, designs, storage media and other information/ documents without the prior written consent of the BUYER.

- 1.20.2 The Buyer reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.
- 1.20.3 "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."

1.21 Taxes and Duties

- 1.21.1 Bidder shall pay all levies, fees, royalties, taxes, and duties payable or arising from out of, by virtue of, or in connection with and/ or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Bidder and the Bidder shall indemnify and keep indemnified the BUYER from and against the same or any default by the Bidder in the payment thereof

1.22 Term and Extension of the contract

- 1.22.1 The term of this Contract shall be for a period of 06 months from the effective date of signing of the contract.
- 1.22.2 If the delay occurs due to circumstances beyond the control of the bidder such as strikes, lockouts, fire, accident, defective materials, delay in approvals, or any cause whatsoever beyond the reasonable control of the Bidder, a reasonable extension of time shall be granted by the BUYER
- 1.22.3 The BUYER shall reserve the sole right to grant any extension to the term above mentioned on YoY (Year over Year) / monthly/quarterly basis and shall notify in writing to the Bidder, at least 10 (ten) days before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the BUYER's discretion, and such extension of the

contract, if any, shall be as per terms agreed mutually between the BUYER and the Bidder.

1.23 Prices

- 1.23.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract

1.24 Consequences of event of default

- 1.24.1 Where an Event of Default subsists or remains uncured, the Buyer may/shall be entitled to:
- 1.24.2 The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- 1.24.3 The Buyer may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:
- a. Shall specify the nature of the failure; and
 - b. Shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.
- 1.24.4 Terminate the Contract in Part of Full
- a. Retain such amounts from the payment due and payable by the Buyer to the Bidder as may be required to offset any losses caused to the Buyer as a result of such event of default, and the Bidder shall compensate the Buyer for any such loss, damages, or other costs, incurred by the Buyer in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
 - b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such additional costs/losses and other amounts from the Bidder as may have resulted from such default, and pursue such other rights and/or remedies that may be available to the Buyer under law.

1.25 Termination

- 1.25.1 The Buyer may terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- a. Where the Buyer is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

- b. Where it comes to the Buyer's attention that the Bidder (or the Bidder's Team) is in a position of an actual conflict of interest with the interests of the Buyer, in relation to any of terms of the Bidder's Bid, the RFP, or this Contract.
- c. Where the Bidder's ability to survive as an independent entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Buyer shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Bidder/ service provider and to ensure business continuity.
- d. Termination for Insolvency: The Buyer may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Buyer.
- e. Termination for Convenience: The Buyer may, by prior written notice sent to the Bidder at least 07 days in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Buyer's convenience, the extent to which work performance under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, BUYER shall pay for accepted services completed up to the date of termination.

1.26 Penalty

- 1.26.1 The Performance and Service Levels shall be as per parameters stipulated by the Buyer in this contract, failing which the Buyer may, at its discretion, impose Penalties on the Bidder as defined in the Service Level Agreement of the RFP.

1.27 Disputes Resolution

- 1.27.1 All the disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement between the parties, then the same shall be resolved by mutual discussion/reconciliations in good faith. If Disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations/discussions then the matter shall be referred to the Lucknow High Court. The cost of arbitration shall be shared equally between the parties.

- 1.27.2 The arbitration proceedings shall be conducted as per the rules and procedures of Lucknow High Court. The place of arbitration shall be Lucknow and language of such arbitration proceedings shall be in English.
- 1.27.3 All disputes relating to this agreement shall be subject to jurisdiction of the courts at Lucknow only.
- 1.27.4 The Bidder shall at all times hold the department harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the department, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the department may now or at any time have relative to the work or the Bidder's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Bidder or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Bidder shall reimburse the department or pay to the department forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the department arising out of or incidental to or in connection with the operation covered by the contract. The Bidder shall at his own cost at the department request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the department.
- 1.27.5 Whenever any claim, against the Bidder for the payment of a sum or money arises out of or under the contract, department shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Bidder. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder under this or any other contract with I department . Should this sum be not sufficient to cover the full amount recoverable, the Bidder shall pay to department on demand the balance remaining due.





1.28 Time is of the essence

1.28.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand, or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Bidder by the specified completion date.

1.29 Severance

1.29.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

1.30 Conflict of interest

1.30.1 The selected Bidder has an obligation to disclose to Buyer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the selected bidder or the termination of its Contract.

1.30.2 Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances of conflict between consulting activities and procurement of goods, works or services: A Consultant/ Consultancy concern that has been engaged to provide goods, works, or services particularly third party audit/ assessment for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. The selected Bidder shall disclose to the Buyer in writing all actual and potential conflicts of interest that exist, arise, or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

1.31 Publicity

1.31.1 The Bidder/ Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Buyer first gives the Bidder its written consent.

1.32 Governing language

1.32.1 The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract exchanged by parties shall be written in English only.

1.33 Force Majeure

1.33.1 Force Majeure shall not include any events caused due to acts or omissions of the Bidder resulting in a breach or contravention of any of the terms of the Contract and/or the Bidder's Bid. It shall also not include any default on the part of the Bidder due to its negligence or

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failure to implement the stipulated or proposed precautions, as were required to be taken under the Contract.

1.33.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, i.e., war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events), or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such an event. In addition, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management or recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

1.33.3 In the case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

1.34 Change Control

1.34.1 Change Control Procedure:

1.34.2 This part of the section describes the procedure to be followed in any proposed change to this Contract. Such change shall include, but shall not be limited to, changes in the scope of work of Bidder and changes to the terms of payment as stated in the RFP.

1.34.3 Buyer recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. Accordingly, the Bidder shall endeavour, wherever reasonably practicable, to effect change without increasing payment terms as stated in the RFP, and the Buyer shall work with the Bidder to ensure that all changes are discussed and managed constructively.

(a). Change Order stand Contract Amendments

I. In case there is a change request in the Scope of Work, the Bidder shall prepare the "CNS (change note on Scope of Work)" with detailed man-month efforts and cost estimates as mandated by Buyer and get it approved by Buyer for the additional cost, effort and implementation time.

II. The pricing of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in

the Contract. If the nature of the change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the change.

(b) The decision of Buyer on change being a CCN or CNS would be final & binding on Bidder

I. The Bidder and Buyer, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work, including ancillary and concomitant services required as detailed in RFP.

(c) Quotation

I. The Bidder shall assess the CCN/ CNS and complete Part B of the CCN/ CNS. In completing Part B of the CCN/ CNS the Bidder shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change;
- any relevant acceptance criteria;
- an assessment of the value of the proposed change for CNS;
- Material evidence to prove that the proposed change is not already covered within the scope of the project, SLAs, or Contract.

II. Prior to submitting the completed CCN/ CNS to Buyer, the Bidder shall undertake its internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Contract, the Project Management including SLAs affected by the change, and the total effect that may arise from the implementation of the change.

III. The Buyer and the Bidder shall establish materiality criteria. Changes requiring no escalation of authority can be implemented. Discussion and Contract as to materiality shall be held in accordance with the Governance Schedule.

IV. Upon receipt of the Change Proposal, the Buyer and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, Buyer shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the Buyer is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If Buyer decides not to proceed with the Change

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for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly.

V. Costs

Bidder shall be responsible for its costs incurred in the quotation, preparation of CCNs/ CNSs, and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN/ CNS. In the event the Bidder is unable to meet the obligations as defined in the CCN/ CNS then the cost of getting it done by a third party shall be borne by the Bidder.

VI. Reporting/ Review

The Status on the progress of the Change requests and CCNs/ CNSs shall be reported by Bidder to the Buyer periodically, and both the parties on a Fortnightly basis shall review same.

VII. Obligations

The Bidder shall be obliged to implement any proposed changes once approval from Buyer in accordance with this CCN/ CNS has been given, with effect from the date agreed for implementation.

VIII. Payment for Change Order

Payment for any change order on Scope of Work (CNS) shall be mutually agreed between the Buyer and Successful Bidder.

1.35 Intellectual Property Rights

1.35.1 Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

1.36 Predatory Pricings

1.36.1 The Purchaser may in case of predatory pricing/ abnormally low bid seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If after evaluating the price analysis, the Purchaser determine that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offer price, the Purchase may reject the bid.

Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters/details, then the respective criteria/clauses of the uploaded Scope of Work/T&C /PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

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1. Instructions to The Bidder

1.1. Instructions for online bid submission

- 1.1.1. Instructions to the Bidders to submit the bids online through the GeM Portal.
- 1.1.2. Enrolment/registration of the Bidders on the GeM Portal is a prerequisite for GeM - Bid.
- 1.1.3. Bidders need to log in to the GeM Portal through their user ID/ password chosen during enrolment/ registration.
- 1.1.4. Bidder may go through the tenders published on the GeM Portal and download the required tender documents/ Annexures for the tenders they are interested in.
- 1.1.5. After downloading/ getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit them as asked; otherwise, the bid will be rejected.
- 1.1.6. If there are any clarifications, this may be obtained online through the tender site or the contact details. Bidder should take into account the corrigendum/ Addendum published before submitting the bids on GeM Portal.
- 1.1.7. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 1.1.8. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure, and generally, they can be in PDF formats. In addition, the bidder should consider the corrigendum / Addendum published from time to time before submitting the online bids.
- 1.1.9. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority.
- 1.1.10. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 1.1.11. If the price bid format is provided in a RFP document, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/ replaced by the bidder; otherwise, the bid submitted will be rejected for this tender.
- 1.1.12. GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc., irrespective of the cause.
- 1.1.13. For any queries regarding the GeM-Bid process, the bidders are requested to contact GeM.

1.2. General instruction to bidders

- 1.2.1. The Bidder must carefully read all the terms, conditions, and specifications before filling up the tender schedule and financial bid. The Bidder shall be bound by all terms, conditions, and specifications detailed in this tender document. The Bidders who

are confident of executing the contract in time by employing the required resources, manpower, and materials need only participate in this tender.

- 1.2.2. Regarding the matters pertaining to this contract, Bidder shall not directly or indirectly bringer attempt to bring any political or outside influences or intervention through any association, union, or organization. All disputes, differences, clarifications, etc., arising out of this contract will be represented by Bidder himself or by his legal representative.
- 1.2.3. The Bidder shall be bound by all terms, conditions, and specifications as detailed in this tender document.
- 1.2.4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as an invitation to bid for providing the job, i.e., there is no guarantee for the award of work without assigning any reason whatsoever may be.
- 1.2.5. Any Bidder participating in this tender should make sure that he will be able to carry out the work in the contract.
- 1.2.6. It is implied that the Bidder has obtained all necessary information directly or indirectly affecting the contract, such as a legal stipulation, possible delays, and hindrance or interference in executing the contract, and has satisfied them before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should consider all factors.
- 1.2.7. The Bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be encountered by him in executing the contract, even though such actual conditions may result in the Bidder performing more or less work than that originally anticipated.
- 1.2.8. The tender schedule shall be read in conjunction with Job Specification & Job description, General conditions of contract, and Schedule of Requirements. The Bidder shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Bidder has carefully examined and satisfied him with the terms and conditions of the tender document.
- 1.2.9. The quantities indicated in the tender may increase or decrease.
- 1.2.10. The tender shall contain the name, address of residence, and place of Bidder's business and shall be signed by the Bidder with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorized representative signs, "Power of Attorney" duly attested by a public notary or Board resolution must be submitted. In the case of the partnership firm, a Self- Attested true copy of the partnership deed must be submitted along with the tender. Similarly, the Self Attested copy of the Memorandum of Article & Association must be submitted along with the tender in the company's case.
- 1.2.11. Interest shall NOT be payable on the Earnest Money deposit.

1.3. Cost to bid

- 1.3.1. The Bidder shall bear all costs associated with submitting its bid, including the cost of purposes of clarification of the bid if so desired by the Buyer. The Buyer shall in no case be responsible for those costs, regardless of the conduct or outcome of the Tendering process.

1.4. Amendment of RFP

- 1.4.1. At any time prior to the last date for receipt of bids, the Buyer may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on the GeM portal and should be considered by the prospective agencies while preparing their bids.
- 1.4.2. To provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Buyer may, at its discretion, extend the last date for the receipt of Bids.
- 1.4.3. Buyer may at any time during the tendering process request the Bidder to submit revised Technical/ Commercial Bids and/ or Supplementary commercial bids without thereby incurring any liability to the affected Bidder or Bidders.

1.5. Language of Bids

- 1.5.1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Buyer shall be written in the English language, however, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by its English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. As the bid is being initiated by an organization working under government of Uttar Pradesh therefore Hindi and Urdu language will be encouraged but for comparison English translation of the bid must be available as per provided format through GeM.

1.6. Procedure for submission of Bids

- 1.6.1. The bid prepared by the Bidder shall be submitted online on GeM Portal only.
- Note:** Prices should not be indicated/ mentioned in Technical Bid but should only be mentioned in the Commercial Bid.
- 1.6.2. The Bidder shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall be subject to disqualification of the bidder and shall also cause the rejection of all the bids which such Bidder has submitted.

1.7. Bid Prices

- 1.7.1. The Bidder shall indicate in the proforma prescribed, Man-Month Service Price for the services rendered.

- 1.7.2. In the absence of information requested in the above Clause, a bid may be considered incomplete and be summarily rejected.
- 1.7.3. The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Buyer. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP, and it shall be the Bidder's responsibility to meet all the requirements of the RFP fully.

1.8. Firm Prices

- 1.8.1. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the Buyer reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (Rs.) only.

1.9. Bidder Qualification

- 1.9.1. The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either case, him/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby shall be furnished and signed by the authorized representative/ the principal officer.
- 1.9.2. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether they sign as the Constituted Attorney of the firm or a company.
- 1.9.3. The authorization shall be indicated by a written Power-of-Attorney or Board Resolution accompanying the bid.
- 1.9.4. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- 1.9.5. Any change in the Principal Officer or his duly Authorized Representative shall be intimated to Buyer in advance.

1.10. Earnest Money Deposit (EMD)

- 1.10.1. As part of this bid, the Bidder shall furnish an Earnest Money Deposit (EMD) of the amount mentioned in the Bid.
- 1.10.2. Bidder shall upload a scanned copy of the same in the online bid, and a hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening.
- 1.10.3. Bidders can also submit the EMD with Account Payee Demand Draft in favour of **MID DAY MEAL AUTHORITY UP LUCKNOW payable at LUCKNOW** Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date at the office i.e. 203/9, Nabiullah Road, Lucknow.
- 1.10.4. The same should be valid for 90 days beyond the bid validity.

- 1.10.5. The EMD is required to protect the Buyer against the risk of Bidder's conduct which would warrant the security's forfeiture pursuant to Scope of Work.
- 1.10.6. The EMD must be submitted in the form of a Demand Draft issued by any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of the Beneficiary.
- 1.10.7. Unsuccessful Bidder's EMD shall be discharged/ returned within 15 days after the award of contract to the successful Bidder or expiry of bid validity, whichever is earlier.
- 1.10.8. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG. The Buyer shall pay no interest on the EMD.
- 1.10.9. The EMD may be forfeited:
 - (a) If the bidder withdraws or modifies or derogates its bid during the period of bid validity specified by the Bidder in the Bid.
 - (b) If it comes to notice that the information/documents furnished in its bid are false, misleading or forged; or
 - (c) In the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance with Clause 1.23: Award of Contract; or
 - ii. to furnish Bank Guarantee for contract performance in accordance with Clause 1.11 - Bank Guarantee for Contract Performance.
- 1.10.10. Any exemption with respect to EMD will be subject to the Furnishing of appropriate document and as per the provision of the government order of the state of U.P. and decision of the sanctioning authority.

1.11. Performance Bank Guarantee

- 1.11.1. Performance Bank Guarantee of the amount equivalent to 3% of the contract value has to be made in the form of Refundable & Irrevocable Bank Guarantee from any Scheduled Commercial Bank/ Nationalized Bank drawn in favour of the Beneficiary payable at Lucknow before signing of the Contract.
- 1.11.2. Validity: Valid for the entire Project term + 02 Months. It shall be a single deposit in the form of a Bank Guarantee.
- 1.11.3. In the event of termination, Buyer may invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Buyer under law.
- 1.11.4. Such Performance Bank Guarantee, in the prescribed format, from a scheduled commercial bank must be submitted by Bidder to the Buyer within 15 days of award of contract on GeM.
- 1.11.5. The payments to the Bidder shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness.

- 1.11.6. If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Bidder.
- 1.11.7. If the Bidder duly performs and completes the contract in all respects, the Buyer shall refund the Performance Security to the Bidder within 30 days of completing all contractual obligations by the Bidder.
- 1.11.8. Failure of the successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 1.11.9. Bidders can also submit the same in favour of MID DAY MEAL AUTHORITY UP LUCKNOW payable at LUCKNOW.

1.12. Period of validity of Bids

- 1.12.1. Bids shall remain valid for a period of 90 days from the bid end date. A bid valid for a shorter period may be rejected by the Buyer as non-responsive.
- 1.12.2. In exceptional circumstances, the Buyer may request the Bidder(s) to extend the period of validity. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under the above Clause may also be extended if required.

1.13. Format and Signing of Bid

- 1.13.1. The documents of the bid submitted online shall be clear and readable. The documents shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for unamended printed literature, shall be initialled and stamped by the person(s) signing the bid.
- 1.13.2. The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.
- 1.13.3. The bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

1.14. Revelation of Prices

- 1.14.1. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

1.15. TERMS AND CONDITIONS of Bidders

- 1.15.1. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

1.16. Consortium

- 1.16.1. The consortium is not allowed.

1.17. Last date for receipt of Bids

- 1.17.1. Bids shall be submitted by the Bidder no later than the time and date specified in GeM Portal.
1.17.2. Bids shall be submitted online in GeM Portal.
1.17.3. The Buyer may, at its discretion, extend the last date for the receipt of bids by amending the RFP, in which case all rights and obligations of the Buyer and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

1.18. Modification and withdrawal of Bids

- 1.18.1. No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.
1.18.2. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and be declared a "defaulting bidder." In such a situation, the tendering process shall be continued with the remaining bidders as per their ranking.
1.18.3. If the bidder relents after being declared a selected bidder, it shall be reported as defaulting bidder, and EMD of such defaulting bidder shall be forfeited, and the Buyer reserves the right to blacklist/ debarred bidder for the next 03 years from participating in any such tender. In such a situation, the tendering process shall be continued with the remaining bidders as per their ranking.

1.19. Contacting the Buyer

- 1.19.1. No Bidder shall contact the Buyer on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
1.19.2. Any effort by a Bidder to influence the Buyer's bid evaluation, bid comparison, or contractaward decisions may result in the rejection of the Bidder's bid.

1.20. Buyer's right to vary scope of Contract

- 1.20.1. The Buyer may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
1.20.2. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder

for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Buyer's changed order.

1.21. Buyer's right to accept any Bid and to reject any or all Bids

- 1.21.1. The Buyer reserves the right to accept any or all bid and to annul the Tender process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Buyer's action.

1.22. Notification of award

- 1.22.1. Prior to the expiry of the period of bid validity, pursuant to Clause 1.12 - Period of Validity of Bid, the Buyer shall notify the successful Bidder in writing by registered letter/ courier/ E mail to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.22.2. The notification of award shall constitute the formation of the Contract.
- 1.22.3. Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract Performance, the Buyer may notify each unsuccessful Bidder and shall discharge their EMD.

1.23. Award of contract

- 1.23.1. There shall be only one successful bidder.
- 1.23.2. At the same time as the Buyer notifies the successful Bidder that its bid has been accepted, the Buyer shall send the Bidder the Performa for Contract, incorporating all agreements between the parties.
- 1.23.3. Within 07 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Buyer.
- 1.23.4. Bidder has to agree to honour all RFP conditions and adherence to all aspects of fair-trade practices in executing the work orders placed by the Buyer.
- 1.23.5. In the case of Bidder whose bids are accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 1.11 – Performance Bank Guarantee.
- 1.23.6. Buyer may, at any time, terminate the contract by giving written notice to the Bidder without any compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to Buyer.
- 1.23.7. If at any point during the contract, if the Bidder fails to deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination, and Exit Management clause shall be invoked.

1.24. Tender related condition

- 1.24.1. The Bidder should conform to the unconditional acceptance of full responsibility of completing the job and executing the 'Scope of

Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

- 1.24.2. The Bidder should not be involved in any litigation that may affect or compromise the delivery of services as required under this contract. If at any stage of Tendering process or during the Contract, any suppression/ falsification of such information is brought to the knowledge of the Buyer, the Buyer shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

1.25. Rejection criteria

- 1.25.1. Besides other conditions and terms highlighted in the RFP, bids may be rejected under the following circumstances:

a. Pre-qualification Rejection Criteria

- i. Bids submitted without or improper EMD.
- ii. Pre-qualification Bid containing commercial details.
- iii. Bids received through Telex/ Telegraphic/ Fax/ E-Mail except, wherever required, shall not be considered for evaluation.
- iv. Bids that do not conform unconditional validity of the bid as prescribed in the RFP.
- v. If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process.
- vi. Any effort on the part of a Bidder to influence the Buyer's bid evaluation, bid comparison, or contract award decisions.
- vii. Bids submitted by the Bidder after the last date and time of bid submission of bids prescribed by the Buyer.
- viii. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

b. Technical Rejection Criteria

- i. Technical Bid containing commercial details.
- ii. The revelation of Prices in any form or by any reason before opening the Commercial Bid.
- iii. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- iv. Bidders not quoting for the complete scope of Work as indicated in the RFP, addendum (if any), and any subsequent information given to the Bidders.
- v. Bidders not complying with the services, functionality, specifications, and other terms and conditions as stated in the RFP.
- vi. The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance

with the Scope of Work and General Conditions of Contract.

- vii. If the bid does not conform to the timelines indicated in the bid.
- viii. Bidder not scoring minimum marks as mentioned in RFP.

c. Commercial Rejection Criteria

- i. Incomplete Commercial Bid.
- ii. Commercial Bids that do not conform to the RFP's Commercial Bid format.
- iii. The total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- iv. If there is an arithmetic discrepancy in the commercial bid calculations, the Buyer shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

- 1.25.2. If bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered.

1.26. Fraud and corrupt practices

- 1.26.1. The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the WO/Contract/Agreement and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the WO or the Agreement, the Buyer may reject a Bid, withdraw the WO, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Buyer shall be entitled to forfeit and appropriate the Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Buyer under the Bidding Documents and/or the Agreement, or otherwise.
- 1.26.2. All the Users in GeM, i.e., Bidder as well as Buyer, agree not to indulge in any corrupt practices, including without limitation any activity or action to influence the transaction on any aspect of contract and commit to taking all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere to the Integrity Pact guidelines provided on GeM Portal.
- 1.26.3. The Bidder would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products, and services on the portal and would be required to

produce proof of such information if requested at any point in time by the Buyer and / or GeM.

- 1.26.4. The Bidder should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- 1.26.5. By registering on GeM and by participating in any bid on GeM, Bidder undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

1.27. General terms and conditions on GeM 4.0 (Version 1.19)

This Bid is governed by General terms and conditions on GeM 4.0 (Version 1.19). The Bidder shall comply with all the terms and conditions which are applicable.

Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters/details, then the respective criteria/clauses of the uploaded Scope of Work/T&C /PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

1. Any Other Documents as Per Specific Requirement of Buyer

ANNEXURE: FORMS**1.1. FORM 1: Request for Clarifications/pre-bid queries**

Bidders requiring specific points of clarification may communicate with Director, Mid-Day Meal Authority, Lucknow during the specified period using the following format:

Bidder's Request for clarification/pre-bid queries			
Name of Organization submitting request		Name & position of the person submitting a request	Full address of the Organization including phone, fax, and email points of contact
			Tel: Fax: Email:
			Tel: Fax: Email:
S. No.	Bidding Document Reference(s) (Section number/page)	Content of RFP requiring Clarification	Points of clarification Required

Note: The name of the organization and the date shall appear on each page of such as document/email in the header or footer portion

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

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1.2. FORM 2: Pre-qualification Bid Cover Letter (Company Letter head)

To,

The Director,
Mid-Day Meal Authority, Lucknow, Uttar Pradesh

Sub: Submission of the response to the RFP No <> dated <> for Hiring an AG Empanelled Chartered Accountant Firm for Auditing the Accounts of MDMA under the PM POSHAN Scheme, Uttar Pradesh, Lucknow.

Dear Sir,

We, the undersigned, offers to provide services for Uttar Pradesh Mid-Day Meal Authority, Lucknow in response to the Request for Proposal dated <insert date> and BID No <> for "Hiring an AG Empanelled Chartered Accountant Firm for Mid-Day Meal Authority, Lucknow".

We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid (QCBS) and the Commercial Bid.

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

We undertake, if our Proposal is accepted, to initiate the Operations of services related to the assignment not later than the date indicated in the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid validity as stipulated in the RFP document.

We hereby declare that as per the RFP requirements, we have not been blacklisted by any Central / State Government departments, organization's, agencies, or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

1.3. FORM 3: Pre-qualification Compliance Checklist

Clause	Minimum Eligibility Criteria / Pre-Qualification Criteria	Document Proof	Remarks Checklist (Yes/No)
1	The bidder should be a Partnership Firm or LLP registered with the Institute of Chartered Accountants of India (ICAI) for a minimum of 10 years.	Copy of Latest registration Certificate from the Institute of Chartered Accountants of India (ICAI).	
2	The firm should have at least 06 full time CA partners with minimum 03 FCA.	Copy of Latest registration Certificate from the Institute of Chartered Accountants of India (ICAI).	
3	Chartered Accountant firm is currently empanelled with the Comptroller and Auditor General (CAG) of India for major audits continuously for at least three financial years after 31.03.2021.	Copy of the letter of empanelment from CAG and supporting proof for Major Audits.	
4	The annual financial turnover of the Firm for the financial years 2021-22, 2022-23 and 2023-24 must be Minimum Rs. 1 Cr. per year.	Copy of the Turnover Certificate along with the Audited Balance Sheets certified by the Statutory Auditor.	
5	Firm must have carried out at least 05 Audits in Government Departments/PSU's/ Corporations/ Authorities preferably for externally aided project (Centre/State/Financial Institute) during the 03 Financial Year(2021-22,2022-23,2023-24). (Each audit value must be at least Rs.10 Lakh).	<p>The Bidder should submit following documents as a documentary proof:</p> <p>a) In case of Completed Audits: Bidder should submit copy of Work Order, Contract Agreement & document related to release of ePBG/ Bank Guarantee, In case of automatically release of ePBG on completion of audit tenure, a certificate from authorised by C.A. with UDIN number will be accepted OR Completion Certificate explaining the audit start date and Completion date or duration of audit.</p> <p>b) In case of Extended Audits Contract: Bidder should submit copy of Work Order, Contract Agreement with Extension Work Order OR Extension Agreement (if any) explaining the audit start date and Completion date or duration of audit.</p> <p>As well as the information provided in Annexure 10: Form No. 8 (Summary of Audits Citation).</p>	

6	The bidders should have a valid Firm registration, GST, PAN, ITR Certificates	<p>The bidder should submit valid certifications/ documents:</p> <ol style="list-style-type: none"> 1. Firm Registration Certificate - Certificate of Incorporation issued by the MCA / LLP Agreement/ Partnership Deed. 2. Copy of GST Registration Certificate along with GST yearly returns statements for FY 2021-22, 2022-23, and 2023-24. 3. Copy of PAN Card 4. Income Tax Returns (ITR) for FY 2021-22, 2022-23, and 2023-24 	
7	Ernest Money Deposit (EMD)	The bidder should submit the EMD of amount 5% of total estimated bid value in the form of Demand Draft (DD) as mentioned in the Bid Document.	
8	Chartered Accountant firm must have registered office in the state of Uttar Pradesh and a branch office in Lucknow.	<ul style="list-style-type: none"> The bidder must submit Registration Certificate from the Institute of Chartered Accountants of India (ICAI) to prove their registered office in Uttar Pradesh. The bidder must submit a valid documentary proof for their branch office in Lucknow. 	
9	Escalation Matrix	Escalation Matrix of Telephone Numbers for Service Support	
10	The bidder should not stand blacklisted by any Central/State Government Departments/PSU, Organizations, Agencies or Public Sector units for unsatisfactory past performance corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.	<p>The bidder shall provide an affidavit on ₹100 non-judicial stamp paper, including the following points:</p> <ol style="list-style-type: none"> The bidder affirms that they are not blacklisted by any Central/State Government Departments / PSU or any other public authorities. The bidder must submit an affidavit declaring that all facts, figures, and information provided in the bid documents are true and accurate to the best of their knowledge. 	

Annexure-10

11	Bidders must provide required documents as per the specific requirements of the Pre-Qualification. (Format attached as Annexure 10)	<u>Format attached as Annexure -10</u> FORM 2: Pre-Qualification bid cover letter (Company Letter Head). FORM 5 : Conflict of Interest (Company Letter Head) FORM 6: Format for Power of Attorney executed in favour of the Authorized Signatory. (In Case an authorized person sign on behalf of the bidder).	
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1.4. FORM 4: Turnover Certificate

S. No.	Financial Year	Annual Turnover (Rs. Crores)
1	Financial Year 2021-22	
2	Financial Year 2022-23	
3	Financial Year 2023-24	

Note: The audited Financial Statements for the corresponding year has to been closed.

Name of the statutory auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

UDIN:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

1.5. FORM 5: Conflict of Interest (Company Letter head)

To,
The Director,
Mid-Day Meal Authority, Lucknow Uttar Pradesh

Sub: Undertaking on Conflict of Interest regarding "Hiring an AG Empanelled Chartered Accountant Firm for Auditing the Accounts of MDMA under the PM POSHAN Scheme, Uttar Pradesh, Lucknow."

Dear Sir,

I/ We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with Mid-Day Meal Authority, Lucknow as defined in RFP.

I/ We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Mid-Day Meal Authority, Lucknow harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Mid-Day Meal Authority, Lucknow and/ or its representatives, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____



1.6. FORM 6: Format for Power of Attorney executed in favour of the Authorized Signatory

It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as Power of Attorney.

[To be executed on stamp paper of appropriate value]

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number for '<RFP Name>' dated, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Mid-Day Meal Authority, Lucknow, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Proposal and generally dealing with the Mid Day Meal Authority, Lucknow in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/ or upon award thereof to us till the execution of appropriate Agreement/s with the Mid-Day Meal Authority, Lucknow

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS THEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024

For

(Signature, name, designation and address) [Please put company seal if required]
[Notarize the signatures]

Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:



1.7. FORM 7: Technical Bid Cover Letter (Company Letter head)

To,
The Director,
Mid-Day Meal Authority,
Lucknow Uttar Pradesh

Sub: Submission of the response to the RFP No <> dated <> for Hiring an AG Empanelled Chartered Accountant Firm for Mid-Day Meal Authority, Lucknow.

Dear Sir,

We, the undersigned, offer to provide Services for Mid-Day Meal Authority, Lucknow in response to the Request for Proposal dated <insert date> and RFP No <> for "Hiring an AG Empanelled Chartered Accountant Firm for Mid-Day Meal Authority, Lucknow.

We are hereby submitting our Proposal, which includes this Pre-qualification, Technical Bid (QCBS) and the Commercial Bid.

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

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid validity as stipulated in the RFP document.

We hereby declare that as per the RFP requirements, we have not been blacklisted by any Central / State Government departments, organization's, agencies, or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission..

We understand you are not bound to accept any Proposal you receive. Yours sincerely,
Authorized Signature [In full and initials]: _____ Name and Title of Signatory:

Name of Firm: _____ Address: _____

Location: _____ Date: _____



1.8. FORM 8: Summary of Audits Citation

S. No.	Audit Name	Client	Value (in Rs.)	Start/End Date	Current Status	Name the document submitted to prove the desired experience.	Proposal Reference (Page No.)

Note: Please enclose detail for project criteria in (as mentioned in PQ/TQ) separately

B & V
for [Signature]

1.9. FORM 9: Format for Audits Citation

S. No.	Particulars	Details
1.	Name of the Audit	
2.	Client for which the project was executed and details	
3.	Project Description	
4.	Timeline	

8 W N Ts 2 34

1.10. Form 10: (Description Of Approach, Methodology And Work Plan In Responding To RFP)

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

Suggested structure of your Technical Proposal (in PPT format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}







a) **Technical Approach and Methodology.** Please explain Your understanding of the objectives of the assignment as outlined in the Request for Proposal (RFP), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the RFP in here.

b) **Work Plan.** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the RFP and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

c) **Organization and Staffing.** Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.

1.11. FORM-11: Team Composition / Key Person Details: -

S. No.	Name of Team Member	Role/Designation	Qualifications	Total Work Experience	Work Experience with the Firm	Overall compliance (Yes/ No)
1						
2						
3						

1.12. FORM 12 : CV Format for Proposed Key Person

1.	Proposed Position				
2.	Name of Firm				
3.	Name of Expert				
4.	Citizenship				
5.	Education and Technical Qualification				
6.	Total Work Experience				
7.	Work Experience with the Firm				
8.	Language Skills	Language	Read	Write	Speak
	(mark Excellent/ Good/ Average)	English			
		Hindi			
		<Add Language>			
9.	Work Undertaken to Handle the Assigned Tasks				
Project Name					
Year					
Location					
Client					
Main project Features					
Position Held					
Activities Performed:					
Expert's contact information:					
Email:					
Phone:					
Certification (if any):					
I, the undersigned, certify that to the best of my knowledge and belief that					
<ul style="list-style-type: none"> This CV correctly describes my qualifications and my experience I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged 					
1.	Name of Expert:	Signature	Date		

Financial Table – BOQ

S.No	Description of Work	Financial Year	Rate per year	Total Amount inclusive of GST
1	2	3	4	5
1	Auditing the accounts of Mid Day Meal Authority (MDMA) for Financial Year 2023-24	2023-24		
2	Auditing the accounts of Mid Day Meal Authority (MDMA) for Financial Year 2024-25	2024-25		
	Total			

Note: It is explicitly stated that no part of the financial bid should be included or disclosed within the technical bid under any circumstances. If any financial information is found in the technical bid, the Bidder will be disqualified by MDMA. The above BOQ is for reference purposes only and includes a price breakdown for informational use.