



**MADHYA PRADESH VIKASH BHAWAN,
RAVI NAGAR, 1 GWALIOR (M. P.)**

**TENDER DOCUMENT FOR
HIRING OF SERVICES OF CHARTERED ACCOUNTANT
FIRM FOR GWALIOR DEVELOPMENT AUTHORITY**



Gwalior Development Authority
Madhya Pradesh Vikash Bhawan ,
Ravi Nagar 1 Gwalior

A-NIT& Technical Bid
GWALIOR DEVELOPMENT AUTHORITY
MADHYA PRADESH VIKASH BHAWAN,
RAVI NAGAR, 1 GWALIOR (M. P.)

**GWALIOR DEVELOPMENT AUTHORITY
MADHYA PRADESH VIKASH BHAWAN, RAVI NAGAR, 1
GWALIOR (M. P.)**

Website: - www.gdagwalior.in or www.mptenders.gov.in

NIT NO - 6810

Dated: 11/07/2025

1. NOTICE INVITING TENDER

GWALIOR DEVELOPMENT AUTHORITY MADHYA PRADESH VIKASH BHAWAN, RAVI NAGAR, 1 GWALIOR (M. p.) invites online bids in single stage two envelope systems For Hiring of Services of Chartered Accountant Firm for GWALIOR DEVELOPMENT AUTHORITY MADHYA PRADESH VIKASH BHAWAN, RAVI NAGAR, 1 GWALIOR (M. P.) from eligible experienced Chartered Accountant firm(s) registered with Institute of Chartered Accountants of India.

S. No.	Name of the work	Annual Probable Amount of Contract	Cost of tender document (non refundable To be paid online)	Earnest Money Deposit(EMD to be paid online)	Contract Period
1	Hiring of Services of Chartered Accountant Firm for Gwalior Development Authority Madhya Pradesh Vikash Bhawan ,Ravi Nagar 1 Gwalior as described in the scope of work	500000/- (Excluding GST)	Rs.500/-	10000/-	“For One Year. Subjected to extension for another one year on mutual consent of both parties in writing to that effect”

1 Submission of Tender Documents:

- 1.1 Online tenders For Hiring of Services of Chartered Accountant Firm for Gwalior Development Authority Madhya Pradesh Vikash Bhawan ,Ravi Nagar 1 Gwalior in single stage two envelope systems (Technical bid & Financial bid through online e- Tendering) in the prescribed proforma.
- 1.2 Detailed job description is provided in the relevant section of the body of tender document.
- 1.3 Tender documents to be downloaded from the website: www.mptenders.gov.in and submission of bids through e-tendering with non-refundable cost of the form 500/-(Rs. Five Hundred only) to be paid online.
- 1.4 The last date for online submission of Technical Bid is 01 August 2025 up to 03:00 PM on website: www.mptenders.gov.in, and the same will be opened in the presence of such bidder(s) who may wish to be present in the office Gwalior Development Authority Madhya Pradesh Vikash Bhawan ,Ravi Nagar 1 Gwalior. On 04 August at 03:00 PM.

- 1.5 The financial bid is to be submitted online through e-tendering process till 03:00 PM on 01 AUGUST 2025 on website: www.mptenders.gov.in. In no case financial bids would be received and accepted by hand or in hard copy. Financial bid would be opened in respect of bidders whose technical bids are accepted by the committee constituted for this purpose on 12 August at 03:00 P.M
- 1.6 Performance Guarantee/Security deposit shall be Rs 25000/-
- 1.7 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding

CEO
GWALIOR DEVELOPMENT AUTHORITY

SECTION-2

Gwalior Development Authority Madhya Pradesh Vikash Bhawan , Ravi Nagar 1 Gwalior Website-
www.gdagwalior.in or www.mptenders.gov.in

HIRING OF SERVICES OF CHARTERED ACCOUNTANT FIRM FOR GDA

2. BRIEF INFORMATION ON BID DOCUMENT

SECTION2	PARTICULARS	DETAILS
2.1	Tender No.	
2.2	Period	“F o r O n e Year. Subjected to extension for another one year on mutual consent of both parties in writing to that effect”
2.3	Last date and time of bid submission	01 AUGUST 2025 03:00PM
2.4	Date and Time of opening of Technical Bid	04 AUGUST 2025 03:00PM
2.5	Date and Time of opening of Financial Bid of qualified Bidders	11 AUGUST 2025 03:00 PM
2.6	Annual Probable amount of contract	500000/-
2.7	EMD	10000/-
2.8	Cost of Tender Document	500/-
2.9	Validity of Bid	120 Days

3.1 INSTRUCTIONS TO BIDDER

- 3.1.1 No two or more concerns in which an individual is interested as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
- 3.1.2 The CEO GDA, Gwalior Development Authority Madhya Pradesh Vikash Bhawan , Ravi Nagar 1 Gwalior shall be accepting officer here in after referred to as the client for the purpose of this contract.
- 3.1.3 The client shall have the right of rejecting all or any of the tenders.
- 3.1.4 Conditional tender, Tender without of payment of tender form & EMD will not be accepted.
- 3.1.5 After opening the financial bid, in situation where two or more contractors/ bidders are at par with each other in respect of their rates after all the arithmetic and other checks are carried out, bidder with higher Experience in the field will be, given the Contract.

If in case ,both of these bidders are found be at par in terms of experience total turnover of the bidders in last 3 Financial years ,will be considered and the one with higher turnover will be awarded the contract.

- 3.1.6 All dispute arising out of or in any way connected to this contract shall be deemed to have arisen in Gwalior City and only the courts in Gwalior City shall have jurisdiction to determine the same
- 3.1.7 Sub-contracting is not allowed.

3.2 VALIDITY OF TENDERS

Tenders shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Tenders.

3.3 BID EVALUATION CRITERIA:-single stage two envelope systems

- 3.3.1 Online Technical Bids shall be evaluated by a Tender Evaluating Committee based on the available documents submitted by the bidder.
- 3.3.2 The online Financial Bid of only those bidders who are found eligible in Technical Bids shall be opened on 12 August at GDA office in the presence of bidders who choose to be present.
- 3.3.3 GDA reserves the right to seek confirmation / clarification on the supporting documents submitted by the tenderer along with the Technical and Financial Bid.
- 3.3.4 Financial Bids shall be evaluated based on lowest quoted rates.

Corrupt&Fraudulent Practices

The Client will reject the bid if It is determined that the bidder has engaged in any type of corrupt or fraudulent practices.

3.4 Forfeiture of the EMD

- 3.4.1 In case the successful Bidder backs out and/or fails to take up the job under the Contract, the amount of EMD shall be forfeited by the Competent Authority.
- 3.4.2 The successful Bidder shall not revoke his Tender or vary its terms and conditions without the consent of the Competent Authority during the validity period of Tender, failing which the Security Money/PBG deposited by the agency shall stand forfeited to the Government of Madhya Pradesh without prejudice to its other rights and remedies.
- 3.4.3 If the successful Bidder fails to sign the Contract,the Earnest Money Deposit will be forfeited by the Competent Authority who may invite the next successful bidder (L-2) for providing services at L-1 quoted rate at the risk and costs of original successful bidder.

- 3.5 The disputes shall be subject to Courts at Gwalior.

**CEO
GWALIOR DEVELOPMENT AUTHORITY**

4. TERMS & CONDITIONS OF CONTRACT

4.1 Eligibility Criteria

- 4.1.1 The Chartered firm should be registered with the Institute of the Chartered Accountant of India
- 4.1.2 The Firm should be 10 year old after its registration.(attach relevant document)
- 4.1.3 Registered Chartered Accountant Firm should be based in Gwalior,having branch office or head office in Gwalior.
- 4.1.4 Chartered Accountant Firm should either be a registered company, a partnership firm or proprietor firm having at least 3 years experience in providing services as provided in the scope of work in a central/state government/semi-government organisation/PSU.(Attach Registration certificate as documentary proof) (Copy of work order &successful payment receipt/transaction details or completion certificate to be submitted for experience along with bid as documentary proof.)
- 4.1.5 Firm should have at least 2 Chartered Accountants working as full time partners or as employees of the firm. Details to be provided.
- 4.1.6 Should have a valid PAN Card and GST registration certificate.(Photo copy of PAN card and GST certificate to be submitted in this regard)
- 4.1.7 Chartered Accountant firm should have at least Annual average turnover of Rs.30 Lacs or above during last 3 financial years.(Certified copy to be submitted in this regard)
- 4.1.8 The Bidder should not have been blacklisted by Central /State Government/PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt,fraudulent or any other unethical business practices as on date of submission of the bid.

4.2 Scope of Work:-

- 4.2.1 Complete Income Tax related work including Filing of Income Tax Return, Generation of Form 16, correction, revision, reply to notices, filing of claim for refund,attending/representing GDA in any proceeding/Hearing of Income Tax, if any, etc.
- 4.2.2 TDS returns related work with respect to the GDA Staff (approx. 100 nos employees) if any notices/demands is issued by the Department, the correction, revision, reply to notices etc. Shall be made by C.A. Firm(Total numbers of employees for TDS returns in financial year 24-25 was approx.100 nos).
- 4.2.3 Complete GST related work including filing of GST Returns,checking/scrutiny of GST/IGST being charged by vendors, representing GDA in any proceeding/assessment, if any etc.
- 4.2.4 Checking of appropriateness of tax deduction at source from payments made to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters.
- 4.2.5 Opinion/Queries on GST,TDS,Income Tax,Accounts related matters etc.,if any.
- 4.2.6 Any incidental work directly arising from above mentioned tasks.
- 4.2.7 The representative of the firm shall visit GDA, Gwalior office on daily basis.
- 4.2.8 The CA firm shall ensure that all works are completed at least one week before the prescribed due date (Statutory).

- 4.2.9 Disposal of any notice from Income Tax Department or any pending proceeding thereto with respect to the period prior to the period of current contract.
- 4.2.10 Preparation of annual Financial Statement as per MPMAM(per year).
- 4.2.11 Verification and checking of Financial document.
- 4.2.12 Preparation of Fixed Asset register along with Depreciation as per MPMAM(per year).
- 4.2.13 Migration from single entry to Double entry Adjustment(per year).
- 4.2.14 Verification of Bank Reconciliation on monthly & yearly basis.
- 4.2.15 Represent GDA in hearing of Govt. Department (IT,GST).

4.3 Payment of Professional Fee:

- 4.3.1 Payment for the services shall be made on quarterly basis. The payment shall be released after Submission of final report to GDA Office subject to satisfactory performance and deliverables as per the scope of work. Statutory deduction(s) as applicable from time to time shall be made from the payment released to the agency. The payment(s) shall be made in Indian currency only.
- 4.3.2 CA firm will submit bill for the services required in the scope of work in duplicate for quarterly payment.
- 4.3.3 The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the CA and which shall not be reimbursed.” In case of dispute concerning the bill(s) ,to the CA
- 4.4.4 The GST as applicable shall be reimbursed by GDA on actual production of receipt of deposit.However,CA hasto mention GST Number in the invoice and amount of GST should be shown separately in the bill as per GST Rules as applicable from time to time.
- 4.4.5 In case of dispute concerning the bill(s), Client shall return said bill(s) to the CA Firm within 7 days from its/their receipt specifying, in writing, the reason for its/their rejection. The disputed amount, if any, shall be paid after mutual settlement between the client and the CA Firm. Total or partial rejection of the bill(s) shall not release the CA Firm from any of its obligation under the Contract.

4.5 Performance-security/Security Deposit

- 4.5.1 For the due performance of the contract in accordance with the terms and conditions specified,the CAfirm shall,on the day or before signing the contract,which shall not be later than ...7... (Seven) days of the issue of the Letter of Acceptance, furnish irrevocable performance security / security deposit of an amount of Rs. 25000- (Rs Twenty Five Thousand Only) or in the form of Fixed Deposit/Demand Draft/PBG of Scheduled Commercial bank of Gwalior branch drawn in favour of CEO GDA Gwalior The Bank Guarantee shall remain valid till stipulated time for completion of work plus 60 days. The EMD paid by the bidder shall be returned after receipt of Performance Guarantee.
- 4.5.2 The Performance Bank Guarantee shall be in favour of CEO GDA Gwalior.
- 4.5.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract.
- 4.5.4 The performance security will be discharged by GDA and returned to the CA firm after successful completion of assignment.
- 4.5.5 GDA reserve the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the CA firm’s failure to fulfill any of its contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 4.5.6 Should the stipulated time for completion of work, for whatever reason be extended, the CA firm,

shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/revised Bank Guarantee to GDA before the expiry date of the Bank Guarantee originally furnished.

4.6 Completion period:

The overall completion period for the execution of this project from the date of commencement of work shall be One Years (Contract may be renewed for another one year with mutual consent of both the parties subject to satisfactory performance of the firm) as mentioned in NIT.

4.7 Commencement of Work:

The work should commence within 7 working days of issuance of (LoA) Letter of Acceptance. The CA firm and its employees shall be allowed to work in the office of the GDA on working days as and when required.

4.8 Compensationfor Delay:

The work shall be processed with all due diligence throughout, the stipulated period of the contract. The CA firm will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients.

In case the CA firm falls to complete the work within the Contract period owing to reasons attributable CA firm's liquidated damages @ 1% per week of the total fees subject to a maximum amount of 10% of the total fees shall be deducted from the dues that may become payable to the CA firm.

4.9 Abandonment of Work:

That if the CA firm abandons the work for any reason whatsoever or becomes incapacitated from acting as CA firm as aforesaid, GDA make full use of all or any of the reports/documents prepared by the CA firm and pay such charges to other CA firm as per prevailing market rate at the risk and cost of the existing CA firm.

4.10 Termination:

Termination for Default; Client reserves its right to terminate / short close the Contract, without prejudice to any other remedy for breach of Contract, by giving thirty days notice if CA Firm fails to perform any obligation (s) under the contract , and if CA Firm, does not cure his failure within a period "fifteen days or such longer as Client may authorise in writing after receipt of the default notice from Client.

Termination for insolvency: Client may at any time terminate the Contract by giving written notice without compensation to CA Firm, if CA Firm because bankrupt ' or otherwise insolvent , provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

" Termination for Convenience: Client may be written notice sent to CA Firm, termination the Contract, in whole or part, at any time for its convenience.

In event of termination of contract by any means as cited above , the CA Firm, shall only be entitled to raise the bill for work done by the Firm/Agency up to the date of serving termination

notice to him. The decision of the client with respect to the quantum of payment due in this regard shall be final and binding on the CA Firm. GDA may take full use of all or any of the reports/documents prepared by the CA Firm.

4.11 Confidentiality of Reports and Copyrights:

The Interim reports and all documents submitted will become the property of GDA. The Reports cannot be issued to any other person, firm or authority or used by the CA firm for any other office. No copies of any Report or document shall be issued to anyone except GDA and authorized representative of GDA.

4.12 Responsibilities for Accuracy of Account Works:

The CA firm shall be responsible for the accuracy of the financial data collected and the documents /reports prepared by him as a part of the contract work.

4.13 Jurisdiction

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Gwalior alone will have jurisdiction to deal with matter arising there from.

4.14 Penalty Clause

- 4.14.1 In case any complaint is received attributable to misconduct/misbehavior of firm's personnel, a penalty of Rs. 500/- for each such incident shall be levied.
- 4.14.2 In case the firm fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, GDA reserves the right to impose the penalty as per clause 4.8
- 4.14.3 In case of breach of any terms and conditions attached to this contract, a penalty of Rs. 500/- for each such incident shall be levied.
- 4.14.4 Any Penalty levied to client / GDA on account of reasons attributable to CA firm/ due to dereliction of duty of CA firm shall be recovered from the dues payable to the CA firm.

4.15 Determination or Rescission of Agreement:

GDA without any prejudice to its right against the CA firm in respect of any delay by notice in writing may absolutely determine the contract if the CA firm commit breach of any of the terms of agreement. When the CA firm have made themselves liable for action under any of the clauses aforesaid, GDA reserves the right :-

- 4.15.1 To rescind the agreement.
- 4.15.2 To engage another CA firm / next successful bidder (L-2) at the rate of L-1 bidder to carry out the balance work at the risk and cost of the L1- CA firm and debiting the CA firm the excess amount if any so spent.

In case GDA rescind of contract of CA firm. The performance Guarantee/ Security Deposit of the CA firm shall stand forfeited. The decision of GDA in this regard shall be final and binding on the CA firm.
- 4.15.3 The Contractor / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.

CEO
GWALIOR DEVELOPMENT AUTHORITY

GWALIOR DEVELOPMENT AUTHORITY
MADHYA PRADESH VIKASH BHAWAN, RAVI
NAGAR, 1 GWALIOR (M. P.)

5. UNDERTAKING

Name of work;- Hiring of Services of Chartered Accountant Firm for Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP.

I/We hereby tender For Hiring of Services of Chartered Accountant Firm in respect for Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP.

5.1 as described in the scope of work

5.2 I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Office the sums of money mentioned in the said conditions.

5.3 The Earnest Money Deposit of Rs...../- (Rupees Only) is to be paid online as per the terms & conditions of the work.

5.4 I/We do not stand blacklisted by any of the Department/ Organization as on the date of submission of tender.

.....
Signature of Bidder before
Submission of tender

PROFORMA FOR TECHNICAL BID

Name of work:Hiring of Services of Chartered Accountant Firm for Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP.

Annexure 6.1	ParticularsofFirm	Details	PageNo.
6.1A	Name of Firm/ Agency	Attachphoto copy	
6.1B	Full Address of the Firm/Agency	Attachphoto copy	
6.1C	EmailID	Attachphoto copy	
6.1D	MobileNo./Phone No.of the Firm	Attachphoto copy	
6.1E	Constitution of the Firm(Attached Copy)	Attachphoto copy	
Annexure 6.2A	PAN no.of the Firm/Agency(Attached Copy)	Attachphoto copy	
6.2B	GST No.of the Firm/Agency(Attached Copy)	Attachphoto copy	
Annexure 6.3A	DetailsoftendercostRs.500/-tobepaidonline (Attached proof)	Attachphoto copy	
6.3B	DetailsofEMDRs...../-to be paid online (Attached proof)	Attachphoto copy	
Annexure 6.4	Three years experience as mentioned in the Tender Document (Attached Proof)	Attachphoto copy	
Annexure 6.5	Whether Agency stands blacklisted by any of the Department/Organization as on the date of tender (attach undertaking on the letter Head of the Firm duly signed and stamped)	Attachphoto copy	
Annexure 6.6	DetailsofBankAccount a) NameoftheBeneficiary: b) NameoftheBankandBranch: c) AccountNumber: d) IFSCCode: (AttachedProof-Selfcancelledcheque)	Attachphoto copy	
Annexure 6.7	Self Certified copy for turn over for FY Last 3 Year. (auditedorprovisional)	Attachphoto copy	
Annexure 6.8	Income tax returns of last three years FY Last 3 Year.	Attachphoto copy	

Annexure 6.1.1	Particulars of Firm						Details	PageNo.
Annexure 6.1.9	Chartered Accountant firm should be registered with Institute of Chartered Accountants of India						Attachphoto copy	
6.1.10	Details of CAs with the firm							
	S.No .	Name	Member shipNo.	Qualific ation	Designation Partner/Empl oyee	Date of Joining		
	1							
	2							
	3							
	4							
6.1.11	DetailsofExperienceoffirm							
	S.No .	Year Contract	of	Name Organization	of	Period		
	1							
	2							
	3							
	4							

This is to certify that I/We have carefully read the contents of the Tender Document and fully understood all the terms and conditions there in and undertake myself/ ourselves to abide by the same.

SignatureofTenderer.....
Name of the Signatory.....
Nameof the CA Firm/Agency.....
SealoftheCA Firm/Agency.....

7 Financial Bid

NIT NO.....

Dated:.....

Name of Work :- **Hiring of Services of Chartered Accountant Firm for Gwalior
Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP**

S. No.	Description	Annual Professional Fees. Amount to be quoted in (Rs.) excluding GST charges	GST at applicable (Rate to be quoted)		Total Amount Quoted (Inclusive of GST)	
		(A)	(B)	(C)	(D) (A+C=D)	
			Percentage	Amount in Rupees	Amount in figs	Amount in words
1.	All Inclusive Yearly Professional Fees for Hiring of Services of Chartered Accountant Firm at Madhya Pradesh Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP					

➤ **Note:-** **L-1 will be decided on the basis of lowest amount quoted in column D.**

Signature of Tenderer/CA firm _____

Name of the Signatory _____

Name of the Firm/ Agency _____

Seal of the Firm/Agency _____

FORM-III

CONTRACT NO.....

DATED.....

THIS CONTRACT is made on.....between the CEO GDA of Madhya Pradesh (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns),and whose principal place of office is at Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP of the One Part, AND

M/s.....having its registered office at (Here in after referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part Hiring of Services of Chartered Accountant Firm of Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP to Client.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through online tender, vide Notice Inviting Tender dated..... Hiring of Services of Chartered Accountant Firm for GDA at Plot No. Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No.....,to the Contractor onfor a total sum of[Rupees..... Only].
- IV. AND WHEREAS the Client desires that the CA firm in respect of GDA, at GDA Office (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties Hiring of Services of Chartered Accountant Firm of GDA, at GDA of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents to Hiring of Services of Chartered Accountant Firm for GDA, at GDA Office in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of GST with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST Charged in the said bill

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Contract (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract. This contract shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance(LoA) issued by the Client.
 - (b) Notice to Proceed(NTP)issued by the Client
 - (c) The complete Bid,as submitted by the Contractor.
 - (d) The Corrigendum/Addenda,if any,issued by the Client.
 - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee)
 - (f) Financial Bid to this Article of Agreement
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor/Bidder

Signed on Behalf
of

(Authorised Signatory)

(Authorised Signatory)

Witness :-

1.

2.

FORM -IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of ₹100/-)

Date:..

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period:From.....to.....

Guarantee Expiry Date :

Last date of Lodgment:

WHEREAS Office of the Resident Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP(here in after referred to as "Client" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)] ("**Contract**") with [insert name of the Successful Bidders].....(here in after referred to as the

"Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and Hiring of Services of Chartered Accountant Firm for GDA premises at Plot No. Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP as described in the scope of work " shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents]

.....and various other documents forming part there of.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the GDA Authority a Performance Bank Guarantee from a Scheduled commercial bank in India having a branch at for an amount Rs...../- (..... Only) (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address]

.....and at the request of the Contractor or and in consideration of the Promises made by the Contractor, the Bank has agreed to give such guarantee as here under:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the GDA Authorities without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the GDA Authorities stating that the amount claimed is due to the GDA Authorities under the Contract. Any such demand made on the Bank by the GDA Authorities shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims what so ever, the total sum claimed by the GDA Authorities in such Demand. The GDA Authorities shall have the right to make an unlimited number of Demands under this bank guarantee provided

that the aggregate of all sums paid to the Client by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the GDA Authorities shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) Client will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Client under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Client to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the CA firm and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and! or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Client in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Gwalior for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank with in.....months from the date of expiry of this bank guarantee all the rights of the Client under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Client, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Under signed has full power to do so under the Power of Attorney dated[*date of power of attorney to be inserted*] granted to him by the Bank.

Date: Bank Corporate Seal of the Bank By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Letter of Acceptance (LoA)

To,
M/s.
.....
.....

Sub:Letter of Award for Hiring of Services of Chartered Accountant Firm for Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP

Dear Sir,

With reference to above tender submitted by you, we are pleased to inform you that competent authority has accepted your offer for the above work of" Hiring of Services of Chartered Accountant Firm for Gwalior Development Authority Vikash Bhawan Ravi Nagar 1 Gwalior MP for an amount of Rs...../- (Rupees only) including GST as per terms and condition for the tender documents and rate quoted by you. TIME SCHEDULE: The work shall be completed within a time of One year (Contract may be renewed for another one year with mutual consent of both the parties subject o satisfactory performance) from the date of start of the work which shall be reckoned on 7th day of issue this letter.

CONTRACT AGREEMENT: You shall enter into a formal agreement with GDA, on a non judicial stamp paper of an appropriate value, within a period of 07 days from the date of issue of LOA as per clause 4.5.1 you are requested to submit non judicial stamp paper of Rs. 100/- within 7 days for preparation of contract agreement.

PERFORMANCE GURANTEE: You shall submit to GDA a performance bank guarantee/ Fixed Deposit amount to Rs...../- (..... Only) from scheduled commercial Bank withindays of issue of this LOA.

JURISDICTION OF CONTRACT: This law applicable in the contract shall be the laws in force in India. The courts of Delhi alone shall have exclusive jurisdiction in all matters arise under this contract.

You may contact to, Ph. No....., Mobile No.....&..... Ph. No. Mobile No..... Mobile No.for further instruction of the above referred work.

The letter of Acceptance is being sent to you in duplicate, both copies are to be signed and stamped by the authorized signatory of the Company/Firm and is to be returned to this office in token of your acceptance and confirmation, in full.

Kindly note that this letter of Acceptant will constitute a binding contract between us pending execution of formal agreement. Your letters as well as this office letters referred above shall be form part of the contract.

**CEO
GWALIOR DEVELOPMENT
AUTHORITY**