



# Municipal Corporation, Bhopal

## Request for Proposals

**Request for Online Proposals Foregaging CA firm for Providing “Handholding Support for Quarterly Preparation of Financial Statement , Fixed Assets Register , preparation of Bank reconciliation Statements and ensuring accounting on Accrual Based Double Entry Accounting System (AB-DEAS)”for the FY 2023-24**

**NIT No: BMC/AC/2023 Dated 13.07.2023**



**Office of the Commissioner**  
**Municipal Corporation Bhopal**

Ref No. BMC/AC/2023

Date:-13.07.2023

**Notice Inviting Tender**

Municipal Corporation, Bhopal invites online Proposals for Shortlisting of Agencies for "**Handholding Support for Preparation of Quarterly Financial Reports, Updation of Fixed Assets Register Preparation of Bank reconciliation Statements and ensuring accounting on Accrual Based Double Entry Accounting System (AB-DEAS)**" from Chartered Accountants Firms for the FY 2023-24

S.No	Project Description	Cost of Tender Exclusive of GST(Annual)	Cost of Tender Document	EMD	Duration
1.	"Handholding Support for Preparation of Quarterly Financial Reports, Updation of Fixed Assets Register Preparation of Bank reconciliation Statements and ensuring accounting on Accrual Based Double Entry Accounting System (AB-DEAS)" from Chartered Accountants Firms for the FY 2023-24	12,00,000/-	5,000/-	24000/-	1 Year*

\*The consultant's service may be extended for further period based on mutual satisfaction and terms & conditions.

The execution of task will be as per Terms of Reference mentioned in the tender documents. Tender documents can be purchased only online from website <https://www.mptenders.gov.in>, between **13.07.2023, 10:00 AM and 11.08.2023, 17.30 PM** on payment of non-refundable amount Rs.5000.00 (Rs Five Thousand Only) plus service & gateway charges. Complete proposal should be submitted online as well as Envelope-A & Envelope-B must be delivered in physical form to "Commissioner, Municipal Corporation Bhopal, as per key dates.

Commissioner Municipal Corporation, Bhopal reserves the right to reject any or all proposals without assigning any reasons thereof.

KEY DATES			
Purchase of Tender Start	13-7-2023 10:00	Pre-bid Query (Online) Date and Time	25-7-2023 12:30
Purchase of Tender End	11-8-2023 17:30	Online Bid Submission End Date	11-8-2023 17:30
Physical Bid Submission End	11-8-2023 15:00	Envelope-A Open Date:	14-8-2023 15:30
Envelope-B(Technical Bid) Open Date	14-8-2023 16:00	Envelope-C (Financial Bid) Open Date:	Will be notified on Website

(Approved by Commissioner)

Additional Commissioner(Finance)  
Municipal Corporation Bhopal



## Index

<u>Particulars</u>	<u>Page No.</u>
<b>Letter of Invitation</b>	4
<b>Annexure A: Data Sheet and Instructions to Consultants</b>	
1 Data Sheet	5 – 8
2 Instructions to Consultants and Checklist for Bidders	9 – 21
<b>Annexure B: Technical Proposal Submission Form</b>	
Tech 1: Covering Letter	22
Tech 2: Project Detail Sheet	23
Tech 3: Curriculum Vitae for Proposed Experts	24-25
Tech 4: Expert Team and Summary of CV Information	26
<b>Annexure C: Financial Proposal Submission Forms</b> 27	
<b>Annexure D: Terms of Reference</b> 28-34	
<b>Annexure E: Standard Contract Document</b> 35 – 50	



## Letter of Invitation

Invitation No. ....

***Please read the contents of this letter carefully and follow instructions***

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

The Commissioner  
Municipal Corporation, Bhopal  
**Harshwardhan Complex, Mata Mandir, Bhopal,**  
Telephone: 0755-2701222  
E-mail: **commoffice@bmconline.gov.in**

(Sd/-)  
Additional Commissioner(Finance)  
Municipal Corporation Bhopal

### **Annexure A: Data Sheet and Instructions to Bidder**

#### **Data Sheet**

**Please read the contents of this letter carefully and follow instructions**

1.	Name of the Client	Municipal Corporation, Bhopal
2.	Method of selection	Quality and Cost Based Selection (QCBS)
3.	Financial Proposal to be submitted together with Technical Proposal	The financial proposal must be submitted only online, while the technical proposal/EMD must be submitted physically as well as online.
4.	Title of Consulting Service	Appointment of Consultants for "Handholding Support for Preparation of Quarterly Financial Reports, Updation of Fixed Assets Register preparation of Bank reconciliation Statements and ensuring accounting on Accrual Based Double Entry Accounting System (AB-DEAS)" for the FY 2023-24, which may be extended for subsequent years according to the need and performance of the consultant with yearly increase of 10% of the fee fixed for the FY 2023-24.
5.	Pre-bid Quires will be received through email	Yes, As per Key Schedule  Additional Commissioner (Finance), Municipal Corporation, Bhopal E-mail : <a href="mailto:adcfinancebmc@gmail.com">adcfinancebmc@gmail.com</a>
6.	Client's Representative	Commissioner, Municipal Corporation, Bhopal Telephone: 0755-2701222 E-mail: <a href="mailto:commoffice@bmconline.gov.in">commoffice@bmconline.gov.in</a>
7.	Proposal Validity Period	Proposals must remain valid for 180 days after the submission date indicated in this Data Sheet.

8.	Clarifications may be requested latest by _____.2023 only Online at : <a href="mailto:adcfinancebmc@gmail.com">adcfinancebmc@gmail.com</a> . All requests for clarifications will be directed to Client's representative. The Client will publish the clarification on e-Tendering Portal within 10 days to all requests for clarifications.	
9.	The Consultant is required to include within its Proposals an authorization to sign on behalf of the Consultant	Yes
10.	Joint Ventures or Associations are permissible	
11.	<p><b>Bidders Eligibility Criteria:</b></p> <p>1. Eligible consultants will have to show evidence of average annual turnover of Rs.150 Lakh over the last 3 years. Consultants must ensure that evidence of eligibility criteria on turnover in the form of audited financial statements for the last three financial years i.e. ( FY- 2019-20, 2020-21 and 2021-22 ) together with the Auditors' Report must be enclosed with their Technical Proposal</p> <p>2. Consultant should be registered with ICAI from Last 25 Years as on 01.01.2023.</p> <p>3. The bidder should have experience of similar three project in Double Entry Accounting System in any Nagar Nigam / Municipal Corporation in Madhya Pradesh. For experience a copy of work order with project value and scope of work must be enclosed .</p> <p>4. The bidder should have experience of at least two similar project in Double Entry Accounting System in ULBs in Madhya Pradesh. For experience a copy of work order with project value and scope of work must be enclosed .</p> <p>5. Consultant Should have its Head Office in Madhya Pradesh and an office in Bhopal for efficient implementation of the assignment.</p> <p>6. The Firm should have a DISA qualified partner and a partner who have done Certificate Course on Forensic Accounting and Fraud Detection.</p> <p>7. The firm should have at least 5 FCA Partners in the firm as on 01.01.2023</p> <p>8. The firm should have been peer-reviewed as per ICAI norms as on 01.01.2023</p>	
12.	Currency and Budget for Proposal	INR
13.	The Consultant must submit the original copy of the Technical Proposal (in Envelope B) physically as well as scanned copies of Technical Proposal Online. The Financial Proposal must be submitted online only, <b>if financial bid submitted manually then bid may be rejected.</b>	



14.	Technical Presentation: Shortlisted eligible bidders will be invited to make a Technical Presentation. Date, Time and Venue will be notified to the Shortlisted bidders. NOTE: Only the Project Director / Team Leader shall make the presentation.	
15.	The Consultant must submit soft copy of the Technical Proposal (in Adobe Acrobat PDF Format) on e-Tendering Portal i.e. <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> in Envelope B.	
16.	For each Bid Technical Proposals are to be submitted in sealed Envelope-B. Scan copy of Original EMD Receipt in online (Shall be put in Envelope A), then both the envelopes should be put in single wax sealed envelope.	
17.	Technical Proposals should be clearly marked 'TECHNICAL PROPOSAL FOR [Title of Consulting Service] - <b>DONOTOPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE</b> '. The name of the cluster shall be <b>boldly mentioned</b> .	
18.	Bid Security/EMD	: Yes, the amount of the Bid Security is <b>Rs. 24,000/-</b> and the duration for validity of Bid Security will be 90 days
19.	Format for Bid Security will be -	: Bid Security should be submitted by the bidder by making online payment only. The receipt of submission of bid security should be put in the envelope A.
20.	A performance Bond in the form of Bank Guarantee for a value of <b>5%</b> of the contract value shall be provided as <b>100% Bank Guarantee</b> in favour of <b>The Commissioner, BMC</b> . Bank Guarantee should be obtained from a Schedule Bank in the format provided in Section 8 of Standard Contract Document in Annexure E to this RFP and is to be submitted by the winning Bidder on or before signing the contract. The validity of the bank guarantee shall last till the date six months after the completion of the project period.	
21.	Tender Purchase Online date and time— <b>As per Key Dates/Schedule</b>	
22.	Address for submission of physical documents: Commissioner, Bhopal Municipal Corporation, Bhopal Mata Mandir Bhopal Telephone: 0755-2701222 E-mail: <b>commoffice@bmconline.gov.in</b>	
23	Date for public opening of Technical Proposals:	As per Key Dates
24	Expected date for public opening of Financial Proposals:	As per Key Dates



25	Expected date for commencement of consulting services:	As notified by the client.
26	Evaluation of the proposal will be based on the marks given below	

***Note: In order for your bid to be considered "Responsive" you must fulfil all conditions listed above.***



### Evaluation Criteria of Technical

S.No	Criterion	Percentage Score (QCBS )
1	Experience of undertaking similar assignments (1.1 + 1.2)	350
1.1	Prior experience of similar assignment of Providing Handholding support in Nagar Nigam	300
1.2	Experience of implementing similar assignment in ULBs other than Nagar Nigam in MadhyaPradesh	50
2	Approach & Methodology proposed for Project ❖ Strategy Note(Understanding the project requirement) ❖ Project Quality Assurance Measures	100
2.1	Planning & Appropriateness of implementation schedule Work	50
2.2	Program/Personnel Schedule/Team structure	50
3	Firm Profile & Experience, Infrastructure, Resource Strength	150
3.1	Firm Infrastructure	50
3.2	Firm On roll Resources	100
4	Personnel (CVs)*	300
4.1	Project Director	125
4.2	Team Leader	100
4.3	Accountants-3	75
5	Presentation on the assignment by the bidder	100
6	Total Marks	1000

**Note 1:**Minimum qualifying marks are 700 and financial proposals of only qualified bidder will be open.

**Note 2:** Evaluation regarding Technical Competence will be done in respect of only those Applicants who fulfil minimum eligibility criterion as specified in above in Data Sheet.

## Instructions to Bidders for participation in e-Tendering

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

### **E-Tendering :**

- For participation in e-tendering module of BMC, it is mandatory for prospective bidders to get registration on website [www.mptenders.gov.in](http://www.mptenders.gov.in) . Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- Tender documents can be downloaded from website [www.mptenders.gov.in](http://www.mptenders.gov.in). However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of **Rs 5000/- (Rs Five Thousand only)** plus GST, & gateway charges, without which bids will not be accepted.
- GST and gateway charges shall be borne by the bidders.
- As per the directionsofthe Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a class III digital certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on [http://cca.gov.in/cca/?q=licensed\\_ca.html](http://cca.gov.in/cca/?q=licensed_ca.html). Kindly note that it may take at least ten business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. BMC shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If a bidder is bidding first time for e-tendering, then it is obligatory on the part of the bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete the online e-tendering procedure at [www.mptenders.gov.in](http://www.mptenders.gov.in)
- BMC shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- For any type of clarifications bidders/contractors can visit [www.mptenders.gov.in](http://www.mptenders.gov.in) and help desk contract No. 18002748484 and 18002745454.
- **The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.**

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

1. EMD of Rs. 24000/- deposit receipt in Envelope-A and
2. Technical Bid in Envelope-B with all relevant enclosures

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

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

The tender documents in physical form shall be accepted as per key dates. The same may be dropped in the office of

the undersigned.



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

**Earnest Money Deposit and the tender fee:-**

- The Tender fee of **Rs 5000/- (Rs. Five Thousand Only)** is to be submitted by bidder by making Online Payment only against RFP No: \_\_\_\_\_
- The EMD of Rs. 24,000/- is to be submitted online by the bidder. The receipt of EMD shall be physically submitted in a sealed Envelope-A super scribing "**EMD**" in the form of online submission Receipt against RFP No: \_\_\_\_\_. The EMD must be submitted in Envelop-A.
- No Proposal will be accepted without valid earnest money deposit and Tender Document fee paid Online.
- The prospective bidders/contractors, submitting EMD envelope in physical form as detailed above for respective tender, will upload scanned self-certified copies of requisite EMD and Tender fee documents on the website along with tender offer. Only those physically submitted document regarding EMD will be acceptable and considered, if, same are uploaded in the website along with tender offer.
- **Any mismatch, if found in the documents submitted in physical form and that uploaded online, the documents submitted ONLINE shall be considered final and no justification regarding this shall be entertained by BMC.**

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

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

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

- On the due date of e-tender opening, the technical bid of bidders and EMD and tender fee, will be opened online. BMC reserves the right for extension of due date of opening of technical bid.
- BMC reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

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



## Checklist for Bidders

1. Online Three envelope system shall be followed, but bidder have to submit two envelopes physically also i.e.
  - a. Envelope A: EMD, Authority Letter for Digitally signing the bids & other relevant documents as prescribed in RFP
  - b. Envelope B: Technical Bid.

**Note: Please note that in any case if a price-bid/Financial Offer submitted manually then bid shall be rejected.**

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Checklist	Checkbox (please tick)
1. Whether the proposals have been properly sealed, marked and labelled as required?	<input type="checkbox"/>
2. Have you submitted Technical Proposal (Envelope-B) in Original copy?	<input type="checkbox"/>
3. Have you filled the online Form for uploading the price-bid/Financial Offer.	<input type="checkbox"/>
4. Whether the proposal has been digitally signed by concerned authority?	<input type="checkbox"/>
5. Whether the soft copy of the technical proposals submitted in PDF format on e-Tendering Portal?	<input type="checkbox"/>
6. Have you enclosed the EMD / Bid security (in Envelope-A)?	<input type="checkbox"/>
7. Whether the EMD / Bid security has been paid online ?	<input type="checkbox"/>
8. Have all the pages of proposal been signed?	<input type="checkbox"/>
9. Have all the CV's Signed by Concerned person and authorised person to sign the proposal properly?	<input type="checkbox"/>
10. Is the CV submitted according to the format given?	<input type="checkbox"/>
11. Have you checked the Eligibility Criteria & Enclosed the relevant documents as proof?	<input type="checkbox"/>
12. Whether the number of pages of the proposal properly indexed?	<input type="checkbox"/>
13. Whether an undertaking, stating that the firm or individual is not declared in eligible / debarred/blacklisted by the Government of India, GoMP, Govt Agency or PSU for poor / unsatisfactory performance is enclosed with technical proposal	<input type="checkbox"/>
14. Whether Tender Document has been purchased from e-Tendering website as per "Instructions to Bidders for participation in e-Tendering."	<input type="checkbox"/>
15. whether scanned copy of letter authorising the person who has digitally signed is enclosed in envelope A	<input type="checkbox"/>
16. Undertaking (in the prescribed format – section 7) is attached .	<input type="checkbox"/>

## Instructions to Consultants

**1 Introduction**

- 1.1 The Bidder are invited to submit a Technical Proposal , online and offline but financial proposals only online. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 1.2 The Bidder shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.

**Eligible Bidder**

The other documents required in addition to above mention are :

- 1.4 The application vendor should be a partnership firm/LLP registered under ICAI and in operation of at least 25 years.
- 1.5 The bidder must have successful execution or under execution of similar projects.
- 1.6 The bidder should not have been blacklisted by any Government authority in India. Self-declaration is required.

**Conflict of Interest**

- 1.7 In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Commissioner, BMC in order to bid. Conflict of interest exists in the

		event of: (i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Bidder (individuals and organisations); (ii) the successor to a previous assignment executed by the bidding Bidder (e.g. implementation of a project for which the Bidder has conducted a feasibility assessment) ; (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Bidder; (iv) Bidder, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with BMC or participating BMCs e.g. advisory role, team leader; (v) Bidder, suppliers or contractors (individuals and organisations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of Madhya Pradesh
<i>Disclosure</i>	1.8	Bidder has an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
	1.9	Bidder must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
	1.10	Bidder's must disclose if they or any of their sub-Bidder have been convicted of, or are the subject of any proceedings relating to: <ul style="list-style-type: none"><li>a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;</li><li>b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with BMC, a City Municipal Corporation, any other donor of development funding, or any contracting authority;</li><li>c) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.</li></ul>
<i>Anticorruption</i>	1.11	A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases BMC or the relevant Municipal Corporation will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation any activities initiated by Municipal Corporation, and Bidder will be blacklisted by the Municipal Corporation
<b>2 Clarification of RFP Documents</b>	2.1	Bidder may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Municipal Corporation whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet. If the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.
<i>Amendment of</i>	2.2	At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.



<i>RFP documents</i>	2.3	Any addendum will be released on departmental/e-Procurement website or sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing, including by standard electronic means.
	2.4	To give Bidder reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.24.
<b>3 Preparation of Proposals</b>	3.1	The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
<i>Cost of bidding</i>	3.2	The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<i>Partners</i>	3.3	Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
<b>4 Full-time employees</b>	4.1	It is desirable that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Bidder or the Sub-Bidder. A regular full-time employee is defined as a person who, on the date of submission of the Bidder's Proposal: <ul style="list-style-type: none"><li>a) is currently employed under a contract or agreement of employment with the Bidder or the Sub-Bidder;</li><li>b) has been employed by the Bidder or the Sub-Bidder for the 12 consecutive months immediately preceding the date of submission of the Proposal;</li><li>c) is entitled to receive regular remuneration and benefits from the Bidder or the Sub-Bidder; and</li><li>d) is engaged to work for the Bidder or the Sub-Bidder for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</li></ul>
<b>5 Instructions for submission of Proposal</b>	5.1	These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
	5.2	Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
<i>Documents comprising the Proposal</i>	5.3	Consultants shall submit simultaneously two sealed envelopes, physically one containing the Technical proposal and other containing of Bid Security (scan copy of Receipt online submission of EMD) and cost of tender document. Both the envelopes should be put in a single envelope. The Technical Proposals will be opened at the date and time specified in the Data Sheet. The Financial Proposal of technically



qualified bidders will be opened online.

<i>Technical Proposal (see Annexure B)</i>	5.4	<p>The Technical Proposal shall contain the following:</p> <ul style="list-style-type: none"><li>a) Section 1: Covering Letter, subject to maximum of two (2) pages (Form Tech 1);</li><li>b) Section 2: Experience/ Capacity of Firm to undertake tasks, subject to maximum two (2) pages;</li><li>c) Section 3: Project detail sheets outlining previous experience of the firm in similar types of assignments completed during the last three years (in prescribed format),</li><li>d) Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, restricted to maximum of twenty (20) pages including charts and diagrams;</li><li>e) Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Form Tech 3);</li><li>f) Section 6: List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (use Form Tech 4);</li><li>g) Section 7: Matters not appropriate in any other section. This includes:<ul style="list-style-type: none"><li>▪ written confirmation authorising the signatory of the Proposal to commit the Bidder;</li><li>▪ Letter of Authorisation, disclosures, if any; and</li><li>▪ Declaration of conflict of interest, if any.</li></ul></li></ul>
	5.5	No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Bidder's Proposal.
<i>Financial Proposal (see Annexure C)</i>	5.6	<p>The Financial Proposal shall contain the following:</p> <ul style="list-style-type: none"><li>h) Section 1: Confirmation of acceptance of Conditions of Contract;</li><li>i) Section 2: Pricing, using prescribed formats on a fees and expenses basis;</li></ul>
	5.7	All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
<i>Submission instructions</i>	5.8	Bidder is expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.
	5.9	The Bidder shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
	5.10	In case of discrepancies between the online copy and the hard copy, the online copy will be considered the binding version.
<i>Taxes</i>	5.11	The Bidder may be subject to taxes (such as: GST etc) on amounts payable by the Client under the Contract.



<i>Proposal prices</i>	5.12	All prices should be valid for the duration specified in the Data Sheet.
	5.13	All prices quoted should be inclusive of the price structure as specified in the Data Sheet.
	5.14	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Data Sheet.
<i>Currency of the Proposal</i>	5.15	Proposal prices shall be quoted in Indian Rupees.
<i>Documents establishing the eligibility of the Bidder</i>	5.16	To establish their eligibility in accordance with Clauses 3.4: if the Bidder is in an existing or intended JV, in accordance with Clause 3.4, a copy of the JV Agreement, or a Letter of Intent to enter into such an Agreement must be submitted. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV, as appropriate.
<i>Proposal validity</i>	5.17	Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
	5.18	A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
	5.19	In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.
	5.20	During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
<i>Sealing and marking of Proposals</i>	5.21	The two Envelopes containing the Technical and Financial Proposals shall be sealed in an outer Envelope. This outer Envelope shall be sealed, and signed over the seal, and will be clearly labelled with: <ol style="list-style-type: none"><li>Title of Consulting Services;</li><li>RFP Number;</li><li>Deadline for Submission; and</li><li>Address of the Bidder.</li></ol> <p>In addition, Envelopes shall bear the following directions:</p> <ol style="list-style-type: none"><li>Address for submission of Proposals as specified in the Data Sheet.</li><li>On outer Envelope containing Technical and Financial Proposals: 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'.</li><li>On inner Envelopes containing the Technical proposal: 'DO NOT OPEN BEFORE _____ (insert date and time for the opening of Technical Proposals as specified in the Data Sheet)'; and</li></ol>
	5.22	If any Envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of Envelopes.
<i>Deadline for submission of Proposals</i>	5.23	Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
	5.24	The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.
	5.25	From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial

		<p>Proposal. Any effort by Bidder to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.</p>
<i>Late Proposals</i>	5.26	<p>The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.</p>
<i>Withdrawal of Proposals</i>	5.27	<p>A Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:</p> <ul style="list-style-type: none"><li>j) submitted in accordance with Clause 5.21 and the respective Envelopes shall be clearly marked 'WITHDRAWAL'; and</li><li>k) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.</li></ul>
	5.28	<p>Proposals that are withdrawn in accordance with Clause 5.38 shall be returned unopened to the Bidder.</p>
	5.29	<p>No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.</p>
<b>6 Opening of Proposals</b>	6.1	<p>The Client will open Technical Proposals in the presence of Bidder' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.</p>
	6.2	<p>First, Envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the Envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Bidder. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals.</p>
	6.3	<p>All remaining Envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"><li>i. the name of the Bidder; and</li><li>ii. any other details as the Client may consider appropriate.</li></ul>
	6.4	<p>Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals.</p>
	6.5	<p>The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Bidder and indicate whether there is a withdrawal. The Bidder' representatives who are present will be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Bidder in writing or through standard electronic means.</p>
	6.6	<p>Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 below shall qualify for opening of Financial Proposals.</p>
<b>7 Evaluation of Proposals</b>	7.1	<p>Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidder or any other persons not officially concerned with such processes until information on Contract</p>



		award is communicated to all Bidder.
<i>Undue influence</i>	7.2	Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
<i>Clarification of Proposals</i>	7.3	To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.
<i>Non-conformities, Errors and omissions</i>	7.4	The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5	The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis: <ul style="list-style-type: none"><li>i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li><li>l) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li><li>m) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li></ul> If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified
<i>Evaluation of Technical Proposals</i>	7.7	The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid data Sheet.
<i>Qualification of Technical Proposals</i>	7.8	After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Bidder whose Technical Proposals receive a mark of 700 or higher, indicating the date, time, and location for opening of Financial Proposals.

	7.9	The technical proposal shall be evaluated and ranking will be done accordingly . The financial proposal of the qualified firms shall be opened and evaluated . The firm with highest combined technical and financial score will be selected. Financial proposals will open of those Bidders who cross the qualify marks (700 out of 1000)
	7.10	Financial Proposals are expected to be within the budget, if specified in the Data Sheet.
	7.11	The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidder.
<i>Client's right to accept any Proposal, and to reject any or all Proposals</i>		
	<b>8 Award of Contract</b>	
	<b>Notification</b>	Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidder of the results of the bidding.
	8.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<i>Negotiations</i>	8.3	The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
	8.4	The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
	8.5	Negotiation will include both technical and financial negotiation, depending on the needs of the Client.
<i>Availability of personnel</i>	8.6	The Bidder shall confirm the availability of all personnel as indicated in its Proposal.
	8.7	The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8	Failure to meet either of these requirements may result in disqualification.
<i>Signing of Contract</i>	8.9	Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special Conditions of Contract (draft attached in this RFP).
	8.10	Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11	All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.
<i>Start date</i>	8.12	The Bidder is expected to commence the Services on the date and at the location specified in the Data Sheet.



## Annexure B: Technical Proposal Submission Forms

### Tech 1: Covering Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the Consulting Services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate Envelope1.

We are submitting our Proposal in association with / as a Joint Venture: [*Insert a list with full name and address of each joint venture partner or sub-Consultant*]2. Attached is the following documentation: [*letter(s) of association or Joint Venture Agreement*].

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

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

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

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

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

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

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



### Tech 2: Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total N <sup>o</sup> of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.):
	N <sup>o</sup> of person-months provided by your firm:
Start date (month/year): Current status of the assignment – works in progress or completed Completion date (month/year):	N <sup>o</sup> of professional person-months provided by the JV partners or the Sub-Bidder:
Name of Joint Venture partner or sub-Bidder, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent <sup>1</sup> Designing & implementation time	
Narrative description of Project in brief: Relevance to the Project of BMC	
Description of actual services provided by your firm in the assignment:	

Name of Firm:

Note 1: The above details should be accompanied with letter of award for each customer/ client of the bidder firm.  
Note 2: In the contract is completed on the date of submission of this RFP letter of successful completion from the bidder firm client/ customer should also be enclosed.

Yours faithfully,  
(Signature of the Authorised Person)

<sup>1</sup> Regular full-time employee as defined in Clause 4 of 'Instructions to Consultants'.



### **Tech 3: Curriculum Vitae (CV) for Proposed Experts**

**NAME**

**DATE OF BIRTH**

**NATIONALITY**

**EDUCATION**

[year]

[name of institution and degree]

**MEMBERSHIP OF PROFESSIONAL  
ASSOCIATIONS**

**COUNTRIES OF WORK  
EXPERIENCE**

**LANGUAGES**

**PROFESSIONAL BACKGROUND**

[description]

**EMPLOYMENT RECORD**

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



## PROFESSIONAL EXPERIENCE

[month and year [Name of project and client]

**start to finish]** [Descriptive paragraph of 4-5 sentences on each assignment, position held, responsibilities undertaken and achievements attained.]

...

...

...

Certification:

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

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the Bidder/ Sub-Bidder;
- (iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof. I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorised representative]

---

[Name of Expert/Authorised signatory]

Date:

Place:

#### **Tech 4: Expert Team and Summary of CV Information**



### Annexure C: Financial Proposal Submission Forms (to be submitted online)

1. Name of the Company/Firm, address, etc.

2. Details of rate quoted

(Figures may be written in words as well as in figures. In case of any discrepancy between figures and words, the 'written in words' will be taken into consideration)

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

Sr. No.	Particulars	Fees (Rs.)
1	Handholding Support for Quarterly Preparation of Financial Statement , Fixed Assets Register , Preparation of Bank reconciliation Statements and ensuring accounting on Accrual Based Double Entry Accounting System (AB-DEAS)	
2	<b>GST @18%</b>	
3	Total	

Yours faithfully,

(Signature of the Authorized Person)

Date:

Name:

Place:

Designation

Business Address:

Seal:



## Annexure D

### Terms of References TOR for (RFP)

#### 1. Introduction

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

Madhya Pradesh Municipal Accounting Manual (MPMAM), based on the National Municipal Accounting Manual (NMAM), has been prepared for improving the accounting and reporting system in Urban Local Bodies (ULBs) in Madhya Pradesh. Opening Balance Sheet as on 01-04-2007 and Annual Financial Statements upto 2021-22 have been prepared by **Municipal Corporation, Bhopal (BMC)** and preparation of annual financial statement for the year 2022-23 are under process. SAP based Computerized Accounting System has also been implemented in BMC.

BMC issued Municipal Corporation Bond for Rs.175 crores in the FY 2018-19 and the same was subscribed successfully. The issuance of bond has its statutory and/or financial obligation towards different-different stakeholders including regulatory agencies like Bondholders, Trustees to the issue, Registrar, Bankers handling Escrow accounts maintained for the purpose of timely interest and principal payment, Stock Exchange and SEBI etc. Preparation and submission of information in requisites format and specific timeline to comply aforesaid is an important task to ensure the credentials as compliant entity to avoid any financial and/or regulatory non-compliance.

However, to sustain ABDEAS and to further strengthen financial reforms for timely recording of transactions and preparation of quarterly financial reports, FAR and monthly Bank reconciliation, BMC need regular operational support of external consultants. BMC intends to engage a Chartered Accountant Firm which can provide the services of handholding for the aforesaid purpose for the FY 2023-24, which may be extended for subsequent years according to the need and performance of the consultant with yearly increase of 10% of the fee fixed for the FY 2023-24.

#### 2. Objectives of the Assignment-

To provide technical and operational support to BMC to sustain ABDEAS and to further strengthen financial reforms for timely recording of transactions and preparation of quarterly financial reports as per MPMAM, preparation of fixed assets register, Bank reconciliation Statements and compliance related to Municipal Bonds issued by the corporation.

#### Name of Work:

1. Handholding support in Preparation of Accounts under Accrual Based Double Entry Accounting System for financial Year 2023-24 & preparation of Financial Reports.
2. Preparation of Bank Reconciliation Statements of approx more than 125 bank accounts on Monthly Basis.
3. Updation of fixed Assets register
4. Providing consultancy on tax related matter as and when required.



### **3 Scope of Work :**

**Preparation of Accounts under Accrual Based Double Entry Accounting System and preparation of financial statements , fixed assets register and Bank reconciliation Statement for the F.Y 2023-24.**

Municipal Corporation, Bhopal invites tenders from well established Service Providers for aforesaid services mainly:-

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

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

### **4 Outputs and Deliverables**



The Deliverables of this assignment will necessarily have to be provided within the stipulated time as per detail given hereunder :

1. Preparation of quarterly financial reports
2. Preparation of Annual financial Reports
3. Preparation of Bank Reconciliation Statements on Monthly Basis
4. Updation of fixed Assets register
5. Providing consultancy on tax related matter as and when required
6. Submission of Monthly Progress Report before the 15<sup>th</sup> day of next month.

## 5 Expertise and inputs

Experts Title;1	Qualification and Skills	Experience
A.Project Director	<ul style="list-style-type: none"><li>• Fellow Chartered Accountant</li><li>• Knowledge of ULB accounting</li><li>• Knowledge of MPMAM</li><li>• Good exposure to computerized accounting (SAP- ERP Software), MS- Word and Excel</li></ul>	Chartered Accountant with 25 yrs experience , at least 10 years of exposure in ULBs and Managing similar Task
B .Team Leader	<ul style="list-style-type: none"><li>• Fellow Chartered Accountant</li><li>• Knowledge of ULB accounting</li><li>• Good exposure to computerized accounting (SAP- ERP Software), MS- Word and Excel</li></ul>	Minimum 10 years' post qualification work experience with Municipal Corporations/ other Urban Local Bodies/ MP Govt. depts./MP Govt. Undertakings.
C.Accountant (3 persons)	<ul style="list-style-type: none"><li>• Inter CA/M Com,</li><li>• Knowledge of ULB accounting</li><li>• Proficiency in using SAP- ERP Software, MS- Word, MS- Excel, and MS- Power Point</li></ul>	Minimum 2 years' work experience preferably with Municipal Corporations/ other Urban Local Bodies/ MP Govt. depts. /MP Govt. Undertakings

## 6 Terms of Payment and Payment Schedule

20% of the total fee will be released on Quarterly basis on submission of monthly progress reports and other deliverables as mentioned above. And final payment of remaining 20% will be released on submission of all the deliverables and completion of the assignment.

## 6 Working arrangements

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



## **Items to be provided by the Client to the Consultant**

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

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

## **Consultant will be responsible to arrange for :**

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

## **7 REPORTING AND PERFORMANCE REVIEW**

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

1. The consultant during the tenure and execution of this contract shall be required at all times to work in complete coordination with the employees of the Municipal Corporation.
2. The consultant shall be required to report the outcome of their activities to the Commissioner/Adc(F)
3. During the course of the contract there shall be regular meetings between the officials of the BMC and the consultant to discuss and review upon the performance of the consultant at mutually agreed time intervals
4. Reports/ outputs of the consultant would need to summarize the areas of their findings and recommendations wherever required. Firm would need to promptly discuss any matters that come to its attention with the Head of the Accounts Section of the Municipal Corporation during its work.



5. The reports/ output generated by the consultant would be solely for the internal use of The Municipal Corporation. Any other distribution of the same must be approved by The Municipal Corporation in advance in writing. Distribution of any information pertaining to The Municipal Corporation without prior written consent of the BMC shall be treated as major misconduct and shall be dealt accordingly.

6. The consultant shall maintain a record of the activities being undertaken by them during the course of the contract. A summary of the work undertaken, completed and items pending shall be submitted to the Commissioner /Adc(F) at the end of each month. This shall also form basis for the performance review of the consultant. Such record should be readily available for inspection at all times.

\*\*\*\*\*



## DECLARATION

(Declaration Letter on official letter head stating the following)

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

I hereby declare that Shri \_\_\_\_\_ residing at \_\_\_\_\_  
having Telephone No. \_\_\_\_\_, Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ and  
E-mail address \_\_\_\_\_ shall be my/our authorized representative for attending the call. He will be responsible for liaison. I hereby declare that I have signed all the pages of the tender document in token of acceptance of all the contents and terms & conditions of tender. The facts and information furnished by us are true to the best of our knowledge.

Yours faithfully,

(Signature of the Authorized Person)

Date:

Name:

Place:

Designation

Business Address:

Seal:



## Annexure E: Standard Contract Document

### **SECTION 1: FORM OF CONTRACT**

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

**CONTRACT NUMBER:** [Please insert project number]

**THIS CONTRACT is made**

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

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

[Please insert the name of the Bidder's representative and communication address of the Bidder]

**WHEREAS:**

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

**IT IS HEREBY AGREED** as follows:

#### **1. Documents**

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Terms of Reference

Section 4: Schedule of Prices

Section 5: Format for invoice

Annexes: If any.

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

#### **2. Contract Signature**

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

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

#### **3. Commencement and Duration of the Services**

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

#### **4. Financial Limit**

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

#### **5. Time of the Essence**

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



For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

## SECTION 2: GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

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



- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

## **2. Interpretation**

- 2.1. In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.
- 2.2. Except as expressly provided in Clause 0 the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3. Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.
- 2.4. All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

## **3. OBLIGATIONS OF THE BIDDER**

### **Obligations**

- 3.1. The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2. If the Bidder is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Bidder's obligations under this Contract.

### **4. Personnel**

- 4.1. All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.
- 4.2. No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.
- 4.3. Replacement of personnel will only be considered under exceptional circumstances (e.g.: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by BMC. In case the firm makes more than 1 replacements in any one position the following penalties apply unless otherwise specified in the Special Conditions of the contract:
  - On 1st replacement – 25% deduction of professional fee of that position from the month of replacement
  - On 2nd and subsequent replacements - 40% deduction of professional fee of that position from the month of replacement
- 4.4. If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5. The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.
- 4.6. Bidder to submit an undertaking (in the prescribed format – section 7) stating that the full time Bidder engaged on this contract will not be deployed on any other assignments.

## **5. Sub-Bidder**

- 5.1. The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.
- 5.2. If, having obtained the Client's consent, the Bidder sub-contracts any of its obligations, the sub contract shall:
  - a) provide that payments due to the sub-Bidder shall be made within 15 days from receipt of funds from the Client; and
  - b) include rights for the Bidder and obligations for the sub-Bidder to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.4) and the Client's rights and the Bidder's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-Bidder.

## **6. Disclosure of Information**

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

## **7. Intellectual Property Rights**

- 7.1. Subject to Clause 7.1, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, including the Software) specially developed by the Bidder or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of Government of Madhya Pradesh, and Municipal Corporation.
- 7.2. The Bidder hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.
- 7.3. The Bidder undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.1 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.2.
- 7.4. To the extent that it does not interfere with rights granted under Clause 7.2, ownership of intellectual property in Software created by the Bidder or the Bidder's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Bidder.
- 7.5. For the purpose of Clause 7.1, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

## **8. Confidentiality**

- 8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
  - c) Information that is already known to third parties without breach of this Contract; and
  - d) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

## **9. Access and Audit**

- 9.1. The Bidder shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the



Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.

- 9.2. The Bidder shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Bidder shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 9.3. Where it is found by the Client that any overpayment has been made to the Bidder, the Bidder shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

## **10. Corruption, Commission and Discounts**

- 10.1. The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:
  - e) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
  - f) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.
- 10.2. Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

## **11. Conflict of Interest**

- 11.1. Neither the Bidder nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 11.2. The Bidder and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

## **12. Insurances**

- 12.1. The Bidder shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.
- 12.2. At the request of the Client, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

## **13. Indemnity**

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

## **PRICE AND PAYMENT**

### **14. Applicable Provisions and Financial Limit**

- 14.1. Unless different provisions are substituted in Section 3, Clauses 1 to 9 inclusive shall apply in relation to price and payment.
- 14.2. The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no payments between components shown



in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

## **15. Fees**

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

## **16. Invoicing Instructions**

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

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

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

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

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

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

## **17. Payments**

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

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

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

## **18. Taxes and Duties**

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

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

## FORCE MAJEURE AND TERMINATION

### 19. Force Majeure

- 19.1. Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 19.2. From the date of receipt of notice given in accordance with Clause 19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 19.3. If by the end of the Suspension Period the Parties have not agreed a further period of suspension or reinstatement of the Contract, this Contract shall terminate automatically.

### 20. Suspension or Termination without Default of the Bidder

- 20.1. The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Bidder and giving the reason(s) for such suspension or termination.
- 20.2. Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Bidder shall:
  - g) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - h) provide to the Client, not more than 60 days after the Client notifies the Bidder of the suspension or termination of this Contract an account in writing, stating:
    - a) any costs due before the date of suspension or termination;
    - b) any costs incurred by the Bidder after the date of suspension or termination, which the Bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 20.3. Subject to the Client's approval, the Client shall pay such amount to the Bidder within 30 days of receipt from the Bidder of an Invoice in respect of the amount due.

### 21. Suspension or Termination with Default of the Bidder

- 21.1. The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.
- 21.2. Where this Contract is suspended under Clause 21.1 and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 21.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
  - a) the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - b) the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
  - c) the Bidder is an individual or a partnership and at any time:
    - i) becomes bankrupt; or
    - ii) is the subject of a receiving order or administration order; or



- iii) makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
- iv) makes any conveyance or assignment for the benefit of the Bidder's creditors; or

d) the Bidder is a company and:

- i) an order is made or a resolution is passed for the winding up of the Bidder; or
- ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.

e) the Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

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

21.5. Completion Time Guarantee

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

## **GENERAL PROVISIONS**

### **22. Variations**

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

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

### **23. Assignment**

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

### **24. Limit of Liability**

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

### **25. Retention of Rights**

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



**26. Law and Jurisdiction**

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

**27. Amicable Settlement**

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

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

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



## **OFFICIALS**

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

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

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

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

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

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

### **1.4 The Nodal Officer: Not Applicable**

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:



## **6. MARKING AND DOCUMENTATION**

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

## **7. ARBITRATION**

The place of arbitration shall be Bhopal.



### Invoice format

*To be given on letter head of the firm*

### INVOICE

<b>(Preparation of Property Tax Register based on GIS &amp; Multi Purpose Household Survey)</b>	
For Attention of _____	

Invoice No.:

Invoice Date:

GST Registration No.

PAN Number

**Contract For:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_

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

Maximum Contract Value: \_\_\_\_\_ Total Amount Received \_\_\_\_\_

Claims made      Amount: \_\_\_\_\_ Date \_\_\_\_\_ Invoice No. \_\_\_\_\_ Date Received \_\_\_\_\_

Amount: \_\_\_\_\_ Date \_\_\_\_\_ Invoice No. \_\_\_\_\_ Date Received \_\_\_\_\_

Amount: \_\_\_\_\_ Date \_\_\_\_\_ Invoice No. \_\_\_\_\_ Date Received \_\_\_\_\_

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

**PLEASE MAKE PAYMENT TO:**

Bank Account:

Bank SWIFT ID:

Account Name:

Account Number:

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

\_\_\_\_\_  
Signature of Bidder

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

### SECTION7:UNDERTAKINGFORMAT



**Undertaking from the firm**  
(on a company letterhead)

To  
The Commissioner,  
BMC,  
Bhopal.

This is to declare that the consultant engaged under the contract number [Insert Contract Number] bearing the title [Insert Contract Name] signed between [Insert Name of the Client] and [Insert Name of the Firm] will not be part of any other assignments under BMC.

Our firm or any individual is not declared ineligible/ debarred/blacklisted by the Government of India, GoMP, Govt Agency or PSU for poor / unsatisfactory performance.

The firm does not have any actual or potential conflict of interest with the client and have not been the subject of any proceedings, such as criminal offence or any other serious offence, corruption or Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

Authorized Signatory  
(Name and Full details of the company)



## SECTION 8: PERFORMANCEGUARANTEE

### 8.1 PerformanceGuarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission] Contract No. and

title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor] Beneficiary: [insert complete name of Purchaser]

**PERFORMANCEGUARANTEENo.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum (s) not exceeding [insert amount (s<sup>6</sup>) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavilo r argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]<sup>7</sup>, and any demand for payment under it must be received by us at this office or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the form]

We agree to a time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

<sup>6</sup> The Bank shall insert the amount (s) specified in the SCC and denominated in Indian Rupees.

<sup>7</sup> Dates established in accordance with the General Conditions of Contract ("GCC").

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.

458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Contractor]