

NASHIK Municipal Corporation
E- TENDER NOTICE NO. 3/2023-2024
Date Extentation - 1

Mahatender Tender ID: 2023_NMC_895661_1

Name Of Work - Audit of Books of Accounts Maintained under Double Entry Accounting System according to the National Municipal Accounting Manual (NMAM) for the Year 2015-16 to 2025-26

E-Tender Notice: 3/2023-24 is published in newspapers as well as on <https://Mahatenders.gov.in> website. Dates of sale & submission are extended as follows

Issue of blank (detail specification) tender forms extended up to **dtd.31/8/2023** Up to **11.00** hrs. Last date of submission is **up to dtd.31/8/2023 up to 11.00 hrs.** Opening of Technical bid **dtd.1/9/2023 17.00 PM (if possible)**

The undersigned reserve the right to accept or reject any or all offers without assigning any reason thereto.

Sd/-

Chief Accounts & Finance Officer
Nashik Municipal Corporation.

Nashik Municipal Corporation
Accounts & Finance Department
Notice inviting Tender No-03

E-Tenders are invited from the reputed & experienced Agencies for the work of:
'Audit of Books of Accounts Maintained under Double Entry Accounting System of Nashik Municipal Corporation, Nashik) for the Year 2015-16 to 2025-26'

Sr. No.	Type of Firm	Nature of work
1	Chartered Accountants	Audit of Books of Accounts Maintained under Double Entry Accounting System according to the National Municipal Accounting Manual (NMAM) for the Year 2015-16 to 2025-26

A Detailed Tender stating Pre-qualification Conditions and eligibility criteria, scope of work, mode of submission, etc will be available free of cost on our web site <https://mahatenders.gov.in> from Dated 07/08/2023 To 21/08/2023. The bidders are requested to go through the Detailed Tender before submission of the bid. The Blank Tender forms with Price Bid for the said work will be available on the aforesaid website from dated 07/08/2023 To 21/08/2023 on online payment of Rs.681/- including applicable GST per tender.

The interested bidders are requested to enroll themselves Online on the specified website well in advance so that they will be eligible for bidding. The bidder should have Class II or Class III digital signature for bidding. (Confirm which DSC required)

The tender should be submitted online on or before 11:00 hrs. of dtd. 21/08/2023 positively. The undersigned reserves the right to accept or reject any or all offers without assigning any reason thereto.

Chief Accounts and Finance Officer,
Nashik Municipal Corporation

Commissioner,
Nashik Municipal Corporation

NASHIK MUNICIPAL CORPORATION
Rajiv Gandhi Bhavan, Sharapur Road, Nashik - 422 002
Accounts Department

DETAILED TENDER NOTICE

Audit of Books of Accounts Maintained under Double Entry Accounting System of Nashik Municipal Corporation, Nashik

Note: All interested parties are requested to read the tender document before submitting their bids.

The Nashik Municipal Corporation has implemented Double Entry Accounting system and wants to get Books of Accounts maintained under Double Entry Accounting for the period comprising of Financial Years 2015-16 to 2024-25 (10 years) Audited from the eligible firm of Chartered Accountants. E-Tenders are invited from competent, resourceful, experienced and reputed firm of Chartered Accountants for the Audit of Books of Accounts Maintained under Double Entry Accounting System according to the National Municipal Accounting Manual (NMAM)', as per the direction given by Maharashtra State Government U.D vide G.R. No.MAR-102003/22/PK-23/03/UD-08 dated 25th July 2003 and Lekhasu-102004/71/PK-5/04/UD-31 dated 6th July 2005 and/or guidelines given by Institute of Chartered Accountants New Delhi and by the Commissioner Nashik Municipal Corporation in this regard from time to time, and National Municipal Accounting Manual (NMAM).

1. Name of Work: Audit of Books of Accounts maintained under Double Entry Accounting System of Nashik Municipal Corporation according to the National Municipal Accounting Manual (NMAM) for the period comprising of Financial Years 2015-16 to 2025-26
2. Sale of blank tender form: From 07/08/2023 To 21/08/2023 on payment of Rs.681/- including applicable GST, non-refundable. The tender should be submitted online only.
3. The proposals would be on Q.C.B.S. (Quality & Cost based Selection) Under Reference of Manual for Procurement of Consultancy & Other Services 2017 Government of India Ministry of Finance Department of Expenditure.
4. Earnest Money Deposit: The earnest money deposit Rs.35,750/- (Rs. Thirty Five Thousand Seven Hundred Fifty Only) shall be paid online only.
5. Two Stage: In view of ICAI notification dated 7th April 2016, the bidding process would be in two stages viz. –
Stage I - Tender (Technical bid) in first stage
Stage II - Financial bid of only technically qualified bidders will be opened.
6. Pre-qualification conditions:
 - a. The Firm should be: Qualified Chartered Accountant firm and should be in practice, having valid 'Certificate of Practice' as on 1st Jan 2023 issued by the Institute of Chartered Accountants of India New Delhi, for at least last Five years, may be a Partnership firm or Limited Liability Partnership.
 - b. The Firm should be having experience of minimum three years of working with any Urban Local Body/Authority as per NMAN having Annual Budget of Rs. 1000 crores more in the

work of Audit of Books of Accounts maintained under Double Entry Accounting, or Accounting under Double Entry Accounting System, or Financial and Tax Consultancy of Urban Local Body/Authority as per NMAM with Annual budget of Rs. 1000 crores or more. List to be provided as per Appendix 2 of this tender. Copy of the Work Completion Certificate, work order and experience certificate with specific mention of annual budget of the Institution should be enclosed.

- c. The books of account of the Firm should be audited under section 44 AB of the Income Tax Act 1961 during last three years. The firm should have minimum average turnover of Rs. 30 lakhs in last three financial year as per the audited books (FY 2019-20 to FY 2021-22).
- d. The firm should have its presences by way of Head Office in the city of Nashik as per ICAI Records as on 1st Jan 2023.

Note: The pre-qualification conditions are mentioned for applicant to evaluate their eligibility for the application. Only the firm which qualifies for pre-qualification conditions will be considered for Technical evaluation.

- 7. No Joint venture is allowed.
- 8. An entity or any of the existing Partners of the Firm that has been barred earlier by NMC from participating in bidding for, or execution of projects, would not be eligible to submit its bid, if such bar is in force as on the due date, OR any Firm/ Partners or any other entity having same Partner are not eligible to participate if they have been blacklisted or any disciplinary action taken by a Government body / Government Department, or ICAI, OR if it comes to the notice of NMC at any point of time, during the process of tendering or execution of work, that the applicant has been blacklisted or any disciplinary action taken by any Government Body / Department or ICAI, then all the payments due to the Firm shall be forfeited and the Firm will be blacklisted. The applicant Firm should provide declaration to the effect, on the Rs 100/- Stamp paper as per Annexure 7)
- 9. Date of submission of bids: On or before 21/08/2023 at 11:00 hrs, online only.
- 10. Submission of bids: The offer should be unconditional. Conditional tender is liable for rejection. The technical bid and The Financial bid of Tenders shall be submitted on-line only as prescribed.
- 11. Manner of submission of offer and its accompaniments: The Firm must submit its offer as below:
 - a. Technical bid: To be Submitted online only on the website <https://mahatenders.gov.in> (**Submission of hard copies or Sealed Envelope of Hard copies will not be allowed**). It shall be the responsibility of the Firm to ascertain timely submission of this technical bid to Nashik Municipal Corporation. The financial bid shall not be considered for opening if the submission of technical bid is not done properly.
The following documents must be included in the technical bid:
 - i. Earnest money in the form specified in Clause-4 of this notice. Attached payment acknowledgement for the Earnest money.
 - ii. Details of works of similar type and magnitude carried out by the Firm. The certificates of completion from the concern Head of the Department of the Government / Semi Government / Local Body.

- iii. Details of Technical personnel on the payroll of the Firm also the bidder should specify the members of proposed project team including the project manager with their education qualification and experience.
- iv. Details of other works of similar nature tendered for and in hand with the value of work unfinished on the last date of submission of tender as per Appendix 2 of this tender.
- v. The Common set of Deviation if applicable and the clarification duly signed by the Firm as a token of the acceptance.
- vi. Details of computing infrastructure available with Firm.
- vii. All the necessary Documents as per pre - qualification Conditions duly singed to prove the details of qualifying conditions being fulfilled by the applicant Firm.
- viii. Please provide the documents duly signed stating self-declarations, attachments, annexures, Appendix etc. should be signed by authorised person.
- ix. Detailed profiles of the Team Leader, Chartered Accountant and Support Staff.

b. Financial bid: To be Submitted online only on the website <https://mahatenders.gov.in> (Submission of hard copies or Sealed Envelope of Hard copies will not be allowed)
The offer should be based on the scope of work given above and should be inclusive of all taxes, levies, duties and all other charges including traveling, lodging and boarding or any other expenses of the Firm and other employees of the Firm. However, Goods and Service Tax will be paid separately on the offer price as per applicable rates at the time of billing. NMC will not bear any expenses other than the cost quoted and applicable GST. Firm should not quote the offer anywhere directly or indirectly in "Technical Bid".

- c. Each applicant shall submit only one offer in response to this tender. Any applicant who submits more than one bid, will be disqualified.
- d. Regarding any queries about Tender please contact at cafo@nmc.gov.in before 14/08/2023 3.00 pm after that NMC will not entertain any emails.
- e. Minimum Fees Per Year Rs. 2,50,000/- including all taxes but without GST.
(Refer Chapter II)

12. Validity of offers: 180 days from the date of submission of offer.

13. Date, time and places of opening of Technical bid: On 21/08/2023 at 11:30 hrs in the office of Additional Commissioner, First floor, Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik, in presence of intending Agencies or their representatives.

14. Date, time and places of opening of Financial bid: After Technical evaluation done by tender committee in the office of Additional Commissioner, First floor, Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik.

15. Stamp-duty: The selected applicant shall get into an agreement with the authority. Agreement shall be prepared as per the instructions of the authority and shall be on 'Non-Judicial' stamp paper; where the stamp duty and other agreement related charges shall be borne by the selected applicant.

16. Time limit for completion of work: Total period for completion of shall

Sr. No	Period	Time Limit for completion of Work
1	2015-16 to 2016-17	Within 30 Days from the issue of Work Order or after receiving necessary data and documents from NMC.
2	2017-18 to 2018-19	Within 30 Days after submission of 2015-16 to 2016-17 Audit Report or after Receiving Necessary Data and Documents from NMC.
3	2018-19 to 2019-20	Within 30 Days after submission of 2017-18 to 2018-19 Audit Report or after Receiving Necessary Data and Documents from NMC.
4	2019-20 to 2020-21	Within 30 Days after submission of 2018-19 to 2019-20 Audit Report or after Receiving Necessary Data and Documents from NMC.
5	2021-22 to 2022-23	Within 30 Days after submission of 2019-20 to 2020-21 Audit Report or after Receiving Necessary Data and Documents from NMC.
4	2023-24	31 st October 2024
5	2024-25	31 st October 2025
6	2025-26	31 st October 2026

The Firm shall be responsible for executing the entire work including all machinery and manpower, computers and other required hardware, and software etc., at its own cost. The work should be executed as per the norms and guidelines prescribed under NMAM and as prescribed by the State Govt. through various Govt. Resolution in this regard from time to time, and as may be directed in future.

17. Evaluation Criteria:

a. Selection of the Firm

- i. General: From the time the bids are opened to the time the contract is awarded, if any Firm wishes to contact the Nashik Municipal Corporation on any matter related to its proposal it should do so in writing. Any effort by the firm to influence any officer or office bearer of the Nashik Municipal Corporation in the Proposal evaluation, Proposal comparison or contract award decisions will result in the rejection of the Firm's Proposal

b. Evaluation of Tender

i. Evaluation of Technical bid / proposal: The Technical proposal submitted by the Firm shall be judged by the Evaluation Committee appointed by the Commissioner, Nashik Municipal Corporation in following manner:

Sr. No.	Description	Maximum Marks
1.	<p>The Firm shall be in practice for a minimum of 5 years (For the purpose continued Firm Registration Number (FRN) issued by ICAI will be considered)</p> <ul style="list-style-type: none"> • 5 years to 7 years – 10 marks • 7 years to 10 years – 15 marks • Above 10 years – 20 marks 	20 marks
2.	<p>Minimum 3 years of Experience of Audit of Double Entry Accounting, or Accounting of Double Entry Accounts or Financial and Tax Consultancy to Urban Local Bodies/ Authority with Annual Budget of more than Rs. 1000 crores. Marks will be allocated as follows (Successful completion certificates need to be provided):</p> <ul style="list-style-type: none"> • Work Experience of aforesaid mentioned services upto 3 years – 10 marks • Work Experience of aforesaid mentioned services 4 years – 15 marks • Work Experience of aforesaid mentioned services 5 years or more – 20 marks <p>In Addition, (Considering Only One Experience for Marking)</p> <ul style="list-style-type: none"> • Audit of Double Entry Accounting as per NMAM – 5 marks • Accounting of Double Entry Accounts as per NMAM – 3 marks • Tax Consultancy to the Urban Local Body – 2 marks 	25 marks
3.	<p>Average annual turnover in last three financial years of applicant Firm</p> <ul style="list-style-type: none"> • More than Rs. 10 lakhs less than Rs. 20 lakhs – 10 marks • More than Rs. 20 lakhs less than Rs. 30 lakhs – 15 marks • More than Rs. 30 lakhs – 20 marks 	20 marks
4.	<p>Number of Chartered Accountants as Partner</p> <ul style="list-style-type: none"> • 2 Marks for each full time FCA partners • 1 Mark for each full time ACA partners 	10 marks
5	<p>Post Qualification Certification</p> <ul style="list-style-type: none"> • Partner having done the ICAI Certificate course in 'Public Finance & Government Accounting' – 1 Marks each • Partner having done other certificate courses from ICAI – 1 mark each 	5 marks
6	<p>Presentation given by the firm</p>	20 marks
	Total	100 marks

18. Evaluation methodology:

- a. Opening of offer: Offers will be opened by the Tender Evaluating Committee as may be appointed by the Commissioner, Nashik Municipal Corporation. On the date specified in this notice following procedure will be adopted for opening of the Offer.
- b. Technical bid: Technical bid of the offer will be opened first to verify its contents as per requirement. If the various documents contained in this bid are invalid or do not meet the requirements, under this tender, a note will be recorded accordingly by the offer opening authority and the said Firm's financial bid will not be considered for further action but the same will be recorded.

Prior to the opening of financial bid, the Firm shall make a presentation explaining the methodology of the proposed work, etc. to the Tender Evaluation committee appointed by the Commissioner NMC. Also, marks scored by the Firm must be **greater than 70 marks**, for the Firm to be shortlisted for evaluation of financial proposal enclosed in financial bid.

- c. Financial bid: This bid shall be opened only if contents of Technical bid are found to be acceptable to the Tender Evaluating Committee. The Offer shall then be read out.
- d. Total Score: The final score of each bidder Firm shall be calculated by using following formula:

$$\text{Total score} = (0.75 \times Ts) + (0.25 \times Fs)$$

Ts: Score for the Firm based on evaluation of technical bid

Fs = $100 \times (\text{Financial bid of lowest bidder} / \text{Financial proposal of bidder under consideration})$

Moderate complexity Majority of cases will follow this range 75-65/35-25 hence QCBS Weightage average allocated as 75/25.

The evaluation committee then shall submit the comprehensive evaluation report to the Commissioner, NMC for further decision. The Commissioner, NMC reserves the right to reject any or all offers without assigning any reason thereto. The successful Firm then shall be informed accordingly and may be called for the negotiations for further reduction in the rates if the rates quoted by the Firm found un-reasonable.

The selected bidder shall be the bidder with the highest total score.

19. Obligations of the appointed Firm:

- a. The Firm shall be deemed to have fully acquainted itself with the work & site conditions and carefully examined the special conditions, the specifications mentioned from time to time for the said work, and shall be deemed to have fully informed itself regarding the local conditions and various prevailing laws.
- b. The Firm shall also be deemed to have fully acquainted with various tasks involved in the works and as well as deemed to have fully acquainted itself with the fact that the work is to be carried out in assignment. The Firm should therefore schedule its work properly so as to complete the work within stipulated time limit. Nashik Municipal Corporation will not be liable for any loss or damage sustained by the Firm due to any reason.
- c. The Offer which does not fulfil any of the conditions of the notified requirement, direction & guidelines laid down by the State Govt. or are incomplete in any respect are likely to be rejected without assigning any reason thereto.
- d. Submit periodic progress reports indicating planned and achieved progress, in a suitable format agreed upon mutually.

20. Obligations of NMC:

- a. Designated space for site staff: NMC shall provide required seating space with furniture like table and chair along with access to electricity to all the support staff to be deployed.
- b. Access to data, documents, etc.: NMC shall provide access to all relevant data, documents, maps, statistics, information required by the selected applicant that will be relevant to fulfil scope of work, and produce expected deliverables.

21. Rights reserved:

NCM's right to change of scope at Time of Award: The Authority reserves the right at the time of awarding of work order to increase or decrease the scope from the proposed scope of work mentioned in this tender document, without any change in commercial quote or other terms and conditions stipulated in the tender document; unless otherwise specified or communicated by the Authority in writing to the applicants/selected applicant. Any such change at time of bidding process shall be intimated through any addenda or corrigendum, which shall be published on the e-tendering portal.

22. Scope of work:

To check:-

- a. Whether Reports prepared under Accrual Based Accounting System has prepared as per terms and conditions laid down under Agreement
- b. Whether Reports are prepared under National Municipal Accounting Manual 2004
- c. Whether Reports are prepared under Accounting Standards published by ICAI of India, as applicable to Local Authorities.
- d. Whether Reports are prepared as per generally accepted accounting principles and standards in India.
- e. Whether Reports are prepared with considering requisite Provisions, Depreciation, Liabilities, Payables, and Receivables etc. accounting effects.
- f. Whether Reports are prepared in consonance with Varshiklekhe of Respective years and additions deletions on account of Provisions, Depreciation, etc.
- g. Whether Reports are prepared after considering due procedure required norms required to be followed for ULB accountings under Accrual Based Accounting Method as like taking information under Form 1 to 29
- h. Whether Reports are prepared with effective control on accounting Principles as well as due diligence to Varshiklekhe, Nidhi accounts.

23. Place of work: Within the Limits of Nashik Municipal Corporation, Nashik, Maharashtra State, (INDIA).

Sd/-
Chief Accounts and Finance Officer,
Nashik Municipal Corporation

GENERAL TERMS & CONDITIONS

1. THE TENDER MUST BE UNCONDITIONAL.

2. Time limit for completion of work:

Total period for completion of the work shall as mentioned in table and time frame for the main activities shall refer clause 16 of the tender documents.

NMC may at the discretion of Chief Accounts and Finance Officer, extent the time limit by 3 months for the year in case of non-availability of input data from NMC.

3. Liquidated Damages: -

4. The Firm shall be liable to pay the Liquidated Damages (L.D.) to the extent of 10% of the cost of the work offered by the Firm. The Liquidated Damages shall be imposed on the Firm by the Chief Accounts and Finance Officer, NMC on account of non-performance or unsatisfactory performance by the Firm to execute the said project and non-compliance of the instruction issued to the Firm. Before imposition of the liquidated Damages the Firm will be served 10 days' show cause notice to that effect and may be given hearing by the Chief Accounts and Finance Officer. The decision of the Chief Accounts and Finance Officer regarding imposing the LD. shall be final and binding on the Firm.

5. Termination of the Contract: -

6. Termination of the contract in the Event of Firm's Default

a. The Commissioner NMC shall be entitled to terminate the contract of this work. The procedure for such termination shall be as follows:

- i. A show cause notice stating probable reasons for such termination and calling explanation from the Firm in writing as to why the contract of this work shall not be terminated, within a period of ten days shall be issued by the Chief Accounts and Finance Officer of NMC.
- ii. The Firm may reply the said show cause notice within stipulated period.
- iii. The Chief Accounts and Finance Officer may call any further clarification if so required.
- iv. On receipt of the reply or non-receipt of the reply within stipulated period of said show cause notice, the Chief Accounts and Finance Officer, NMC will submit the report to the Commissioner, NMC.
- v. On receipt of the report as per para iv above, the Commissioner NMC may give hearing to the Firm as an opportunity to put up their case.
- vi. The Commissioner can take the decision as deemed fit regarding termination of the contract of the work, which shall be final and binding on the Firm. The decision shall be communicated to the Firm in writing.

b. The NMC on such notice shall have powers to

- i. Take possession of the work done so far by the Firm.
- ii. Considering the level of work done till the termination, The Commissioner at its discretion and on the basis of the report of office of Chief Accounts and Finance Officer decided the amount to be reduced whole / part of the amount from the balance due to the Firm towards penalty / compensation for the incomplete / improper work done by Firm.
- iii. Carry out the remaining incomplete work by deploying another suitable Firm at the discretion of the Commissioner, NMC.

- c. The security deposit kept by the Firm shall be forfeited by the NMC without prejudice to the NMC's right to recover from the Firm any amount that may be dues and damages from the Firm.
- d. The Firm shall have no claim of compensation to any loss sustained to him by reason of his having purchased or procured any material or entered into any commitments or made any advance on account of or with a view to the execution of the project of the performance of the contract and the Firm shall not be entitled to recover or be paid any sum for any work actually performed under the contract.
- e. The NMC shall determine the extent of amount, if any, is payable to the Firm for the value of the work executed by him up to the time of cancellation. This valuation shall be based on the Schedule of Payment mutually agreed at the time of Agreement.

7. Settlement of Disputes:-

- a. If any dispute or difference or claims of any kind arises between the NMC and the Firm in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them. No third-party intervention other than that of the Court of Law is allowed.
- b. No Arbitration Jurisdiction to settle the dispute: There is no intention of referring dispute (if any) to the Arbitration. Any dispute arise out of the contract of the said work shall be referred to the Court of Law at Nashik only. It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation or any other form of ADR. The dispute (if any), shall be subjected to Nashik Jurisdiction only.

8. Payment Schedule:-

On satisfactory achievement of the various phases of the project the Firm shall be entitled to receive the payment as stated below –

This payment is subject to the satisfaction of the Chief Accounts and Finance Officer regarding the successful implementation of various phases of the project. The Chief Accounts and Finance Officer NMC can propose intermediate part payment on specific request of the Firm and the decision of the Chief Accounts and Finance Officer in these regards shall be final and binding on the Firm. The Firm shall obtain a 'Certificate of completion' from the Chief Accounts and Finance Officer NMC before submitting the bill of payment for the respective phases.

9. Liability Of Firm For Any Damage Done In Or Outside The Work Area

Compensation for all damages done intentionally or unintentionally by Firm's labour whether in or beyond the limits of NMC property including any damage caused by the spreading of fire shall be estimated by the Chief Accounts and Finance Officer or such other officer as may be appointed by NMC and the estimate of that officer subject to the decision of the Chief Accounts and Finance Officer, NMC on appeal shall be final and the Firm shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the Firm as damaged in the form of penalty by the Chief Accounts and Finance Officer, NMC and if the penalty is not paid within 15 days, the 1.5 % interest will be charged per month on the amount of penalty.

10. NMC documents

Documents in any form whatsoever and or copies thereof, if any provided by the NMC to the Firm, shall always remain the property of the NMC. Such documents and/or copies shall not be used by the Firm for the purposes other than for the project. Such documents and/or copies shall, unless otherwise agreed upon by the NMC, be returned by the Firm to the NMC on the transfer date.

11. Firm documents

Documents in any form whatsoever and/or copies thereof procured by the Firm, or which are developed (and owned by the Firm) for operation and/or maintenance of the project/the project facilities and services shall be handed over by the Firm to the NMC free of cost on the transfer date.

12. Confidentiality

All confidential information and documents (whether financial, technical or otherwise) provided by either party to the other shall not, unless compelled by law or the process of a government authority, be disclosed to any person without the consent of the party. This covenant shall survive the agreement period.

13. Obligation to cooperate

The parties shall mutually cooperate with each other in order to achieve the objectives of this agreement.

14. Patent/Copy Right:

If the Firm desires to use any designed device materials or any process covered by letters of "PATENT" or "COPY RIGHT", the right for such use shall be secured by the Firm by suitable legal arrangements and agreement with the patent owner and a copy of their agreement shall be filed with the NMC.

15. Indemnification:

The Firm shall indemnify the NMC against all actions, suits, claims and demands including infringement of patent rights, brought or made against it, in respect of anything done or omitted to be done by the Firm in connection with the execution of the project and against any loss or damage to the NMC in consequence of any action or suit being brought against the Firm for anything done or omitted to be done by the Firm in the execution of the work.

16. The Firm shall take all precautions against damages to work from natural calamities or accidents or by any other cause. The Firm shall comply with all the prevalent rules and regulations, bye-laws and directives given from time to time by any local or public authority in connection with this work and shall pay all fees, which may levy on him.

17. Safety Provisions:

The Firm shall make all arrangements at his own expense for the safety of his machinery and staff working on the project as directed by the NMC. In case the Firm fails to make such arrangements the NMC shall be entitled to cause them to be provided and to recover the cost thereof from the Firm.

18. Language:

All notices, certificates, correspondence or other communications under or in connection with this Contract Document, the project and all works shall be in English.

Notices: Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post A.D., telex, facsimile transmission or other means of telecommunication in permanent written form. For service the addresses and numbers of the Department and of the Firm shall be those as stated therein or such other address or number for service as the party to be served may have previously notified in writing to the other party. A notice shall be deemed to have been served as follows:

- if personally delivered, with noting of time of delivery; or
- if sent by registered post A.D telex, facsimile transmission or e-mail or other means of telecommunication, which notes the time of delivery or transmission thereof.
- The address for communication to NMC shall be –

**The Chief Accounts and Finance Officer,
Nashik Municipal Corporation
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik-422002(Maharashtra) INDIA.
Email – cafo@nmc.gov.in
Phone No – 0253-2222473**

19. Laws: -

The Firm shall at all times during the continuance of the contract, comply fully with all existing Acts., regulations and bye-laws, including all statutory amendments and re-enactment of the Government of India, Government of Maharashtra, NMC and other local authorities or any foreign enactments and any other enactment, notifications and acts, that may be passed in future, either by the Government of India, Government of Maharashtra, NMC, or local authorities, including Bombay Provincial Municipal Corporation Act 1949, Information Technology Act, Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition)Act 1970 and Equal Remuneration Act 1976 , Industrial Disputes Act, Maharashtra Contract Labour Regulation and Abolition Rules 1971, Dock Workers Scheme 1961 , Factories Act, Minimum Wages Act, Provident Fund Regulations , Employees' Provident Fund Act and Scheme made under same act health and sanitary arrangements for workmen, insurance and other benefits and shall keep the NMC indemnified in case any action is commenced for contravention by the Firm.

If the NMC is caused to pay or reimburse such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated here forth on the part of the Firm, the NMC shall have the right to deduct from any moneys due to the Firm or from his amount of performance Security or recover from the Firm personally any sums required or estimated to be required for making good the loss of damages suffered by the NMC. If the amount of Performance Security is not sufficient to make up loss or damage caused to the NMC and the Firm does not pay the requisite amount within 30 days, the NMC shall have a right to file a suit

against him in the appropriate court of law or confiscate his properties in order to make-up the loss or recover the amount as Arrears of Land Revenue.

20. Waiver

No waiver of any term or condition or the beach thereof by any party shall be valid unless expressed in writing and signed by such party and communicated by such party to the other party.

21. Amendments, modifications etc.

No amendments, modifications or alterations of or any additions to the terms and conditions of this agreement shall be valid unless the same be in writing and agreed to by the parties.

22. Relations with public authorities.

The Firm shall comply with all rules, regulations by laws & and conditions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are liveable on him without any cost to the NMC.

23. Conflict between Conditions, Specification, Requirements

Where there is a conflict between gen. Conditions, additional conditions, requirements, use or specification of work, a reference shall be made to the Commissioner, N.M.C. The decision of the Commissioner, Nashik Municipal Corporation shall be final and binding on the Firm. It is made clear that this clause cannot be construed as Arbitration clause.

For all judicial purpose the place of jurisdiction will be the Nashik

CHAPTER – I

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement, unless the context otherwise requires the following terms shall have the following meanings:-

“Agreement” means this agreement as of date hereof, including Appendices as may be amended, supplemented or modified in accordance with the provisions hereof.

“Appendix” means any of the schedules, supplements or documents, appended to this Agreement.

“Applicable Permits” means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals of or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement or any other Transaction Document.

“Applicable Laws” means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement, or other government restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

“Firm” shall mean and include the bidder for this project i.e., any Person or Firm having qualifications as prescribed in the Detailed Tender Notice hereinabove with whom the Firm has entered into/ may enter into a contract relating any works and /or operation and maintenance of the Project Facilities and Services and shall include their legal heirs, administrative successors, representatives, assignees, etc.

“Date of Award of work” means the date specified in the Work order for the said work.

“Day” means the twenty- four (24) hour period beginning and ending at 12:00midnight Indian Standard Time.

“Expert” means any person, body or organization of repute with recognised technical/ professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement.

“Chief Accounts and Finance Officer” shall mean the Chief Accounts and Finance Officer in charge in charge of the project duly appointed by the Commissioner, Nashik Municipal Corporation or any other officer of equivalent rank as may be appointed from time to time by NMC as in charge of the Project.

Government mean and include the State Government of Maharashtra and Government of India or any state government or any government department, commission, board, body bureau, Firm, authority, instrumentality, court or other judicial or administrative body, central, state, or local Government.

“Month” means the calendar month as per the Gregorian calendar.

“NMC” shall mean and include the Commissioner, Nashik Municipal Corporation or any other officer duly appointed or nominated by the Commissioner, Nashik Municipal Corporation on his behalf to deal with this project for Nashik Municipal Corporation. This expression shall include their legal heirs, administrative successors, representatives, assignees, etc.

“Party” means either the NMC or the Firm as the context may require or admit and “Parties” means both NMC and Firm.

“Person” means either the NMC or the Firm as the context may require or admit and “Parties” means both NMC and Firm.

“Person” means any individual company, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or Firm or any other legal entity.

“Project” the word project shall mean and include the work as specified in the scope of work of the detailed tender notice hereinabove.

“Project Contracts” means collectively the Agreement and any other material contract (other than the Financing Documents) entered into or may hereafter be entered into by the Firm in connection with the Project and Project Facilities and Services.

Interpretation

In this agreement, unless the context otherwise requires, any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder; references to Indian law shall include the laws, acts, ordinances, rules, regulations, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;

The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;

The words "include" and "including" are to be construed without limitation;

Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

Any reference to day shall mean a reference to a calendar day;

Any reference to month shall mean a reference to a calendar month;

any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates;

CHAPTER – II

A) **FINANCIAL OFFER TERMS & CONDITIONS.**

1. Rates quoted hold good for work under all conditions. Rates shall not be subject to any condition. Conditional offer is liable for rejection.
2. The rates quoted should be inclusive of all duties, Royalties, copyright charges and taxes viz., Income Tax., Excise, Turnover, works contract tax, traveling expenses, lodging, Boarding etc. except for GST payable by Firm. Goods and Service Tax to be paid as per the rates at the time of billing on compliance of GST provisions.
3. The Hon'ble Commissioner of Nashik Municipal Corporation reserves the right to accept or reject any or all the offers without giving any reasons thereof.

Past Statistics of Nashik Municipal Corporation.

Amount In Rs.

Particulars	FY 2013-14	FY 2014-15	FY 2015-16
Budget (Approx.) In Crores	2755.90	3043.69	2179.17
Revenue (Approx.) In Crores	812.27	889.43	1101.68
Number Of Ledgers (Approx.)	8514	8791	9210
No of Vouchers having multiple entries (Approx.)	86196	84828	81063
Receipts Voucher	49742	50141	51287
Journal Voucher	13656	12465	11599
Payment Voucher	20279	19801	15101
Contra Voucher	2519	2421	3076

There may be 10% approx. increase in number of voucher having multiple entries on year on year basis.

B) FINANCIAL OFFER

We have carefully studied the various Components, scope of work for the Main Work and detailed specifications and all other terms and conditions included in the tender document herein above. On the basis of that I/We hereby undertake to execute the work of doing **Audit of Books of Accounts Maintained under Double Entry Accounting System of Nashik Municipal Corporation, Nashik, at the rates mentioned in the table below**

Year	Amount in Rupees (including all taxes but without GST) per annum	
	In Figures	In words
FY 2015-16 to FY 2025-26		

Note: - The Firm should quote financial **offer on per annum basis** including of all taxes but excluding Goods and Service Tax, which will be paid as per the rates prevailing at the time of billing.

SIGNATURE OF FIRM

CHAPTER – III

These specimens are to be typed on letterhead of the Firm and to be submitted in Envelop No. 1

LETTER OF TRANSMITTAL

On letter head of the Firm

To,

The Commissioner

Nashik Municipal Corporation

Nashik, Maharashtra

Sub: Audit of Books of Accounts maintained under Double Entry Accounting System according to the National Municipal Accounting Manual (NMAM).

This has reference to your tender notice dated _____ inviting bids for the aforesaid project. We, _____ (Names of firms) are pleased to tender our bid for the said project.

We have enclosed the following information/ documents in envelope 1 to aid in evaluating our bid and our commercial bid is enclosed in envelope 2 in a separate sealed cover.

Sr. No.	Description/ name of document	Reference

We hereby certify that all the information contained in the submittals mentioned above is true and correct to the best of our knowledge.

We hereby state that we have read and understood the terms and conditions of the bid documents and agree to abide by them. We further agree to undertake the said project/ work to the satisfaction of Nashik Municipal Corporation and as per the terms and conditions of the bid documents.

We have enclosed the original bid documents along with common set of deviations duly initialled on all pages as a token of our acceptance of the terms and conditions of the bid documents.

We understand that submission of this bid does not confer any right on us for selection.

We also understand that our bid stands invalid in case it is incomplete in any respect and the Commissioner, Nashik Municipal Corporation reserves the right to accept or reject any or all bids or annual the entire tender process without assigning any reason.

Thank You,

Regards

Name & Seal of Authorized Signatory.

(Note: Partners of the Partnership firm will sign at all the necessary place. They may authorize any person provided a Power of Attorney is submitted.)

Appendix 1

STRUCTURE AND ORGANISATION

1	Name and address of Firm/ / LLP	
2	Description of the Firm.	
3	Number of years in Operation and principal lines of Practice	
4	Experience (Brief details in line with eligibility criteria)	
5	Names and details of associated companies (Parent/ Subsidiary/ Other) to be involved in the project	
6	Names and Principals who will sign documents on behalf of the firm	

ENCLOSURES

1. Documents certifying Firm's legal status
2. Certificate of incorporation
3. Power of Attorney in favour of the Authorized signatory
4. Latest Firm's Profile

Note: Separate forms shall be used for each member of partnership firm / LLP.

Appendix 2

LIST OF WORK DONE OF COMPARABLE NATURE

Sr. No.	Name of work & Description	Year of work	Actual cost	Allotted time	Completion period

Note: Please enclose copies of certificates of the Authorities under which the above-mentioned projects are completed indicating satisfactory completion of project/ works.

Appendix-3

FINANCIAL STATEMENT OF THE FIRM

Summary of assets and liabilities on the basis of the audited financial statements for the last three financial years, on the letterhead of the Firm, duly certified by the authorized signatory.

Figures in Rs. Lakhs

Sr. No.	Description	2019-20	2020-21	2021-22
1	Total Assets			
2	Total Liabilities			
3	Net Worth			
4	Annual Turnover			
5	Depreciation			
6	Profit before Taxes			
7	Profit after Taxes (PAT)			
8	Annual cash flows (PAT + Depreciation)			
9	Contingent Liabilities			

Note:

Attach ATTESTED TRUE COPIES of audited financial statements of the last three financial years.

Appendix-4

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/ BLACKLISTING, EXPELLING OF FIRM OR ABANDONMENT OF WORK BY FIRM

1	A	Is the Firm currently involved in any Arbitration/ Litigation related to any contract	Yes/ No
	B	If yes, give detail	
2	A	Has the Firm or any of its partners been debarred/ expelled by any Government Firm, during the last 10 years	Yes/ No
	B	If yes, give details	
3	A	Has the Firm or any of its partner failed to complete any contract during the last 10 years due to any reason	Yes/ No
	B	If yes, give details	

Note:

If any information in this schedule is found at a later date to be incorrect or concealed, participation of the Firm will be summarily rejected at any time. Stamp paper

DECLARATION BY FIRM

1. I/We hereby declare that, I/We have made myself/ourselves thoroughly conversant with the site condition and local conditions regarding working environment and other relevant factors of Nashik Municipal Corporation on which my/our offer is based for the work.
2. I/We have read carefully the scope of work, specifications, clauses, and conditions for this work and that have been carefully studied and understood by me before submitting this tender.
3. I/We undertake to abide all the relevant enactments applicable for this project from time to time especially regarding the payment and wages to the personals engaged on the work.
4. I/We hereby declare that Shri / Smt. _____
residing at _____
having telephone no. _____, fax no. _____
mobile no. _____ e-mail address _____
_____ shall be my/our authorized local
representative who will permanently available at Nashik for attending the calls. This person will be responsible for Liaoning with the officers of Nashik Municipal Corporation.
5. I/We hereby declare that I/We have signed all the pages of the tender document in token of acceptance of all the contents and terms & conditions of tender.

**SIGNATURE OF AUTHORIZED
SIGNATORY OF THE FIRM**

UNDERTAKING FOR GUARANTEE

We guarantee that:

1. All the material information received by me/us from Nashik Municipal Corporation shall be kept in strict confidence and the same should not be any way disclosed to the unauthorized outsiders.
2. All the work will be of a type which has been provided in Service to be suitable for the duty required by the specifications and will be developed and tested in accordance with the appropriate standard specifications approved by the Chief Accounts and Finance Officer.
3. All the maintenance as specified in the tender shall be done to the satisfaction of the Chief Accounts and Finance Officer, NMC for the application generated under this project.
4. We accept and abide by the terms & conditions of the accepted tender and clauses relating to quality and guarantee of work.

**SIGNATURE OF AUTHORIZED
SIGNATORY OF THE FIRM**

* * *