



NAVI MUMBAI MUNICIPAL CORPORATION

Ground Floor, Sector 15A, Palm Beach Junction, CBD Belapur, Navi
Mumbai, Maharashtra - 400614

Tender No. NMMC/Accounts/01/2023-24

E-TENDER FOR THE WORK OF:

**Tender for appointment of Chartered Accountants Firm as Consultants
for Direct Tax, Indirect Tax, preparation of financial statements and
other related Functions of Navi Mumbai Municipal Corporation**

ADDRESS FOR COMMUNICATION

Navi Mumbai Municipal Corporation, Accounts Department, Ground Floor, Plot No. 1,,
Sector 15A, CBD Belapur, Navi Mumbai, Maharashtra 400614, +912227567070



NAVI MUMBAI MUNICIPAL CORPORATION

C.B.D. Belapur, Navi Mumbai – 400614

ACCOUNT DEPARTMENT

Tender Notice no. NMMC/ACCOUNT/01/2023-24

Tender for Appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation (QCBS)

Sr. No.	NMMC Stage	Start Date & Time	Submission Date & Time
1.	Release of Tender, Download & Bid Preparation	05.09.2023 10.00 Hrs.	25.09.2023 16.00 Hrs.
2.	Upload & Submission of Bid	05.09.2023 10.00 Hrs.	25.09.2023 16.00 Hrs.
3.	Pre bid meeting	12.09.2023 at 11.30 Hrs.	
4.	Opening of Bid	25.09.2023 16.00 Hrs. (If Possible)	

लेखा विभाग
निविदा सुचना क्र. नमुंमपा/लेखा/01/2023-2024

नवी मुंबई महानगरपालिका नोंदणीकृत व अशा कामांचा पुर्वाअनुभव असलेल्या संस्थांकडून खालील कामाकरीता ऑनलाईन निविदा (QCBS) मागवित आहोत.

अ. क्र.	कामाचे नांव व निविदा प्रकार	अंदाजित रक्कम (रु.)	इसारा रक्कम (रु.)	कोन्या निविदेची रक्कम (रु.) (जिएसटी करासहीत)	कामाचा कालावधी
1	नवी मुंबई महानगरपालिकेचे वार्षिक ताळेबंद (Balance Sheet) तयार करणे व सर्व कर विषयक (Income Tax, GST, Professional Tax) Data Migration, City Ranking इत्यादीबाबतची कामे करणेसाठी सनदी लेखापाल याची नेमणूक करणे	Rs.90,00,000/-	Rs.1,70,000/-	20060/-	3 वर्ष

निविदा पुस्तिका ई-टेंडरिंग (E-tendering)

निविदा पुस्तिका ई-टेंडरिंग (E-tendering) संगणक प्रणालीच्या या संकेतस्थळावर दि.05/09/2023 ते दि.25/09/2023 या कालावधीत प्राप्त होतील. निविदेचे सादरीकरण खालील तक्त्यात नमुद केल्याप्रमाणे निविदेकरीता <https://nmmc.etenders.in> या संकेतस्थळावर Online करण्याचे आहे. ई. निविदा पुस्तिका ई-टेंडरिंग (E-Tendering) प्रक्रीयेतील कोणत्याही तांत्रिक अडचणींसाठी सदर संकेतस्थळावर दिलेल्या हेल्पडेस्क नंबरवर संपर्क करावे.

ई-निविदा प्रसिध्दीचा तपशिल

ई-निविदा विक्री भरणे (upload)& (submission) कालावधी	दिनांक. 05/09/2023,सकाळी 10.00 पासून. दिनांक. 25/09/2023 रोजी दुपारी 4.00 वाजेपर्यंत
ई-निविदा उघडण्याचा दिनांक	दिनांक. 25/09/2023, दुपारी 4.00 वाजता शक्य झाल्यास

निविदाकारांनी कोरी निविदा फॉर्म, फी, इसारा अनामत रक्कम व सेवा शुल्क ऑनलाईन पेमेंट गेटवेव्दारे भरावयाचे आहे. वरील सर्व शुल्क कोणत्याही बँकेचे डेबिट कार्ड, क्रेडीट कार्ड अथवा नेट बँकींग मार्फत वरील नमुद नमुंमपाचे बँकेचे खातेवर भरणे करता येईल. निविदा फॉर्म फी शुल्क नमुंमपाचे लेखा विभागात स्विकारले जाणार नाही, याची निविदाकारांनी नोंद घ्यावी. कोणतीही निविदा स्विकारणे अथवा नाकारण्याचा अधिकार मा. आयुक्त, नवी मुंबई महानगरपालिका यांनी राखून ठेवलेला आहे.

मुख्य लेखा व वित्त अधिकारी
नवी मुंबई महानगरपालिका

**Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax,
Accounting and preparation of financial statements and other related Functions of Navi Mumbai
Municipal Corporation**

Tender No. NMMC/Accounts/01/2023-24

Schedule-A

1.	Name of Tender	Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation.	
2.	Persons Responsible	Shri. Satywan Ubale, CAFO, NMMC Chief Accounts & Finance Officer, NMMC	
3.	Basic Eligibility Criteria and Documents Required to establish eligibility		
	Criteria	Required eligibility	Documents Required to Establish eligibility
A	Existence	The bidder should be in Existence for at least 10 years.	Copy of Firm Registration Certificate
B	Experience	The bidder should have experience of handling Tax Consultancy / Preparation of Financial Statements Assignments of Government Department, SPV,PSU or Local Authority having Budget size / turnover / project size of at least Rs. 3500 cr.	Appointment Letters / Work Orders / Experience certificates
C	Financial Strength	Average Annual Turnover of the bidder for the last three financial years should be at least Rs. 50 Lakhs.	Certificate from Statutory Auditor
D	Location	The bidder should have Head Office in Maharashtra and Head office / Branch Office in MMR Region.	Firm Card issued by ICAI
E	Credentials	The bidder should not be black listed / no litigation from any government agency or the ICAI.	Self Declaration on letter head of firm
F	Empanelment	The bidder should be empanelled with CAG.	Copy of CAG certificate
G	Staff Strength	The bidder firm should have at least 3 partners and 20 Staff.	Firm Card issued by ICAI and Self declaration on letter head of tenderer
H	Qualification	In the bidder firm at least 2 partners should be associated continuously with the firm for a minimum of 5 years, out of them one should be DISA/ CISA qualified.	Firm Card issued by ICAI

I	Cost of tender form	Rs. 20060/- (Rs. 17000/- + 18%GST) Through online payment gateway by Debit / Credit Card of any Bank or by Net Banking from bidder / Agencies Bank Account only, in favour of Navi Mumbai Municipal Corporation. Online Receipt Should uploaded with Technical Document.	
	Earnest Money Deposit	Rs. 170000/- to be paid through online payment gateway by Debit/Credit Card of any Bank or by Net Banking from bidder/Agencies Bank Account only, in favour of Navi Mumbai Municipal Corporation. Online Receipt Should be uploaded with Technical Document	
K	Last date and Time of receipt of tender	25.09.2023 at 16.00 Hrs.	
4.	Security Deposit:		
A	Security Deposit		As per directions given by NMMC not more than 3% of awarded value of contract
5.	Work Completion Period		3 years (After successful completion of first year second year continuation will be allotted)
6.	Pre-Bid Meeting		Dt. 12.09.2023 at 11.30 Hrs. Venue- Accounts Dept., Ground floor, NMMC Head Office, Plot No. 1, sec. 15A, Palm Beach Junction, CBD Belapur, Navi Mumbai 400614.

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3	Section-2: Scope of work, Terms of Reference & Eligibility Criteria Along With Marking System
4	Section-3: Schedule of Payment
5	Section-4: General Conditions of Contract
6	Section-5: Special Conditions of Contract
7	Forms / Annexures for submission of proposal
8	Appendix-1: Formats of Technical Proposal
9	Appendix-2: Formats of Financial Proposal

Inviting Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation

Tender No. NMMC/Accounts/01/2023-24

SECTION 1: INSTRUCTIONS TO BIDDERS

Section 1 Instructions to Bidders

The objective of this is to appoint eligible Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation.

1. With the afore said broad objectives, the Navi Mumbai Municipal Corporation is **Inviting Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation.**

2. Formats for submission of Expression of Interest and the Terms of Reference (TOR) are enclosed in Section 2, viz, "Scope of Work and Terms of Reference".

3. **Submission of Proposal**

Proposals will be submitted online through official web site <https://nmmc.etenders.in> of the Corporation.

4. **Cost of Tender**

(Rs. 17000/- + 18% GST) = 20060/- **(Non-Refundable)** Payable through online payment gateway by Debit / Credit Card of any Bank or by Net Banking from bidders / Agencies bank account only, in favor of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.

5. **EMD**

Rs. 170000/- Payable through online payment gateway by Debit / Credit Card of any Bank or by Net Banking from bidders/ Agencies bank account only, in favor of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.

6. **Period of sale and Online Submission of Tender documents:**

From 05.09.2023 10.00Hrs to 25.09.2023 16.00 Hrs.

To be downloaded from official web site <https://nmmc.etenders.in> of the Corporation.

7. **Language of Proposals:** All information in the Proposals shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify the Proposal. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

8. Local Conditions: It will be imperative on each bidder to fully acquaint themselves of all local conditions and factors, which may have any effect on the execution of services covered under this document. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment will be entertained by 'Corporation'. Please note that the cost of preparing the proposal, presentation and of negotiating the contract including site visits etc. will not be reimbursable by the Corporation.

9. Consortium / Joint Ventures : Not Allowed

10. Price Proposals:

- The Bidders are required to quote their fees in the format of Appendix 2.
- Estimated value for abovementioned work for three years is Rs. 90,00,000/-.

11. Duties and Taxes: All duties, taxes and other levies as applicable on date of submission of Tender shall be payable by the Bidders in respect of the transaction between the Bidders and their vendors / sub-suppliers shall be included in the Proposal's price and 'Municipal Corporation' will entertain no claim on this behalf. All taxes, duties and levies in respect of the transaction between 'Municipal Corporation' and Bidders shall be included in the price quoted. However, any increase in the statutory tax after submission of bid shall be on 'Municipal Corporation's account and shall be reimbursed on actual basis wherever there is any increase. Any other tax applicable after submission of tender shall be borne by Corporation.

12. Validity: The proposal shall be kept valid for a period of three months from the stipulated last date for receipt of proposals as mentioned hereafter.

13. Evaluation of Offers: Proposals received and found responsive will be evaluated by 'Tender Committee' of 'Municipal Corporation'. The Bidders should take enough care to submit all the information sought in this document in the desired formats. The Proposals are liable to be rejected if information is not provided in the desired formats. The agencies have to submit details of the work executed in other municipal corporations / government departments / PSU / SPV describing in the detail the services rendered. The NMMC may verify the claims mentioned in the project reference sheets with clients or from the work orders / agreements issued by clients. Tender committee may ask for clarification/Verification of documents submitted by the participants in the process of scrutiny.

Evaluation: The proposals, in general, shall be evaluated on the following basis:

The eligible participants would be selected on the basis of their credentials, competence and previous work records.

Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the selection Process as laid down in this document.

An Application shall be considered responsive only if:

- i. It is accompanied by all details as per the formats in Form 1 & Appendix 1;
- ii. It is received as per the format in Appendix 2, 3 and 4;
- iii. It is received along with Undertaking on Rs. 500/- stamp paper, Affidavit on Rs. 100/- stamp paper and Affidavit on Rs. 500/- stamp paper as per the format attached.
- iv. It is received by the Corporation on or before Due Date including any extensions thereof
- v. It contains all the information and documents (complete in all respects) as requested in this document;
- vi. It contains all information in formats same as those specified in this document;
- vii. It is accompanied by proof of payment of tender fees and EMD
- viii. It does not contain any condition or qualification

The Corporation reserves the right to reject any Application, which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Corporation in respect of such Application.

Only those Applicants who pass the responsiveness test against the criteria defined above shall be considered for evaluation of technical and financial capability.

Evaluation Parameters:

The applicants' capabilities and competence is proposed to be established through the parameter laid down in **Section-2**.

The proposals, shall be evaluated on the following basis:

- a. **Basic Eligibility:** The bidders fulfilling the basic eligibility as stated in Section – 2 will only be considered for technical evaluation and marking.
- b. **Technical Evaluation and Marking:** The technical strength of the consultant is evaluated after combining the marks scored as per the technical criteria (See SECTION 2). The bidder having overall minimum score of 60% shall be considered as technically qualified.
- c. **Financial Proposal:** The Bidders who secure more than or equal to 60% marks in the technical proposal shall only qualify for consideration of opening of financial proposal. The bidder having the lowest financial quote will get 100 marks in financial bid. The other participants will get pro rata marks in financial bid.

For example

Bidder	Financial Quote in Rs.	Ranking	Financial Marks
X	A1	L1	100
Y	A2	L2	$A1/A2 \times 100$
Z	A3	L3	$A1/A2 \times 100$

Total Score:

Selection will be made on the total score of the bidder

Total Score (TS) = Technical Score (TeS) + Financial Score (FS)

Where:

TeS = Technical Marks*80%

FS = Financial Marks*20%

The bidder having the highest total score will be selected.

14. Appointment of Applicants

The Corporation shall review the submission of the applicant, Basic eligibility criteria, technical, financial and total marking shall be evaluated. Applicants having maximum total score shall be appointed.

15. Award of Contract:

Notification on Award of Contract to the Consultant will be made in writing to the qualified bidder(s) by "Municipal Corporation". Successful Applicant will have to execute an agreement for the related schedules of a project. The selection of consultant will be at the sole discretion of "Municipal Corporation" who reserves their rights to accept or reject any or all the proposals without assigning any reason. "Municipal Corporation" reserves the right to call for additional information from the Bidders.

16. Period of Service

The Contract for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation is for a period of 3 years.

17. Tender document:

Please note that the document Tender (QCBS) shall not be sent by post, courier, etc. The proposal shall be submitted in terms of Para 4 of Section 1. No offer will be accepted after the last date & time of submission.

18. The Bidders are requested to go through (i) Instructions to Bidders, (ii) Terms of Reference,

(iii) General Conditions of Contract, (iv) Special Conditions of the Contract and (v) the List of Various Enclosures / Forms to be submitted by them along with complete Proposals document and the scope of work under the Services to be offered by them for this work. The Bidders should fully inform themselves of all the terms & conditions, scope of work and the local conditions of this work.

19. Checklist for Submission: Check list for submission of offer is given for the guidance of the bidders. The proposal should be checked with reference to this list before its submission.

Envelope - 1

- i. It is accompanied by all details as per the formats in Form 1 & Appendix 1.
- ii. It is received as per the format in Appendix 2, 3 and 4.
- iii. It is received along with Undertaking on Rs. 500/- stamp paper, Affidavit on Rs. 100/- stamp paper and Affidavit on Rs. 500/- stamp paper as per the format attached.
- iv. It is received by the Corporation on or before Due Date including any extensions thereof.
- v. It contains all the information and documents (complete in all respects) as requested in this document.
- vi. It contains all information in formats same as those specified in this document.
- vii. It is accompanied by proof of payment of tender fees and EMD.
- viii. Copy of PAN
- ix. Copy of GST Registration Certificate
- x. Copy of empanelment with CAG
- xi. Copy Registration certificate of ICAI and DISA / CISA certificate or mark sheet
- xii. Copy of Appointment Letters / Work Orders as a proof of experience asked in basic eligibility and technical evaluation.
- xiii. Copy of Firm Card issued by ICAI.
- xiv. Self declaration for staff strength on letter head of firm.
- xv. Copy of Statutory Auditors Certificate for average annual turnover.
- xvi. All documents as are required in basic eligibility.
- xvii. It does not contain any condition or qualification.

a. Envelope-2 – Financial Proposal

- i. Covering letter
- ii. Summary Price Proposal

20. Rejection of Tender:

If bidder doesn't fulfill any condition mentioned in Schedule-A & above para No. 19 or any other condition mentioned in Tender, their bid will be technically rejected.

21. Conditional Bids: Conditional Bids will not be accepted and Corporation reserves the rights to modify / split the work to more than one applicant and accept or reject any or all the proposals at its sole discretion.

SECTION2:

SCOPE OF WORK AND TERMS OF REFERENCE & ELIGIBILITY CRITERIA ALONG WITH MARKING SYSTEM

SCOPE OF WORK

The 'Consultant' appointed by 'NMMC' should act to safeguard the interest of corporation during the entire duration of project. The broad scope of work of the assignment is briefly enumerated below:

A. Goods & Service Tax:

1. Preparation of working of Goods & Service Tax in the prescribed formats on monthly basis and preparation & generation of various Goods & Service Tax returns of the NMMC as per GST Act.
2. Preparation of working of Goods & Service Tax TDS in the prescribed formats on monthly basis and preparation & generation of various Goods & Service Tax TDS returns of the NMMC As per GST Act.
3. Preparation of challan for payment of Goods & Service Tax in the prescribed formats on monthly basis.
4. Preparation of challan for payment of Goods & Service Tax TDS in the prescribed formats on monthly basis.
5. The Copies of Working & Challan along with other relevant documents shall be delivered as per our requirement in soft copies form.
6. Ensuring timely payment and filing of returns.
7. To preparing reconciliation between Purchase Register of NMMC and GSTR 2A/2B on quarterly basis.
8. Preparation of various information's related to Goods & Service Tax and Goods & Service Tax TDS as per the requirement of the Government of Maharashtra, Government of India & other agencies from time to time for the NMMC.
9. Providing guidance to taxes/duties etc. related to Goods & Service Tax, wherein notice of Statutory Authorities are concerned.
10. Providing guidance in maintaining proper accounting ledgers, registers and formats related to Goods and Service Tax & Goods and Service Tax TDS as per Government of Maharashtra, Government of India and National Municipal Accounts Manual, Public Works Accounts Rules whenever required;
11. Providing guidance in Maintaining all accounting ledgers, registers, forms and formats related to GST as per Goods & Service Tax Act, whenever required.
12. Providing guidance with respect to Goods & Service Tax and Goods & Service Tax TDS on

transactions related to Grant received and paid by NMMC, whenever required

13. Assist & conduct training of staff in smooth working of Goods & Service Tax & Goods & Service Tax TDS whenever required.
14. To provide the data / working related to Goods & Service Tax & Goods & Service Tax TDS of NMMC to various agencies on specific instruction of NMMC.
15. To provide the updates related to Goods & Service Tax and Goods & Service Tax TDS on timely basis.
16. File Form GSTR 1 & GSTR 3B on timely basis as per GST Act.
17. File Form GSTR 7 on timely basis as per GST Act.
18. File Form GSTR 9 and 9C on timely basis as per GST Act.
19. To assist the corporation in drafting replies to any notices.
20. To assist the corporation in assessments, audits conducted by the department.
21. To assist the corporation in in drafting and representing corporation for advance ruling.
22. Suggesting and verification of necessary changes in accounting system.

B. Income Tax:

1. Verification of quarterly TDS return to ensure correct PAN number of all the employees/contractor/pensioners is considered in the return.
2. To verify that appropriate TDS is deducted as per the prescribed rate of Income Tax Act.
3. Preparation of challan for payment of Income Tax TDS in the prescribed formats on monthly basis.
4. Preparation challan for payment of Income Tax in the prescribed formats for payment of Advance Tax, Self Assessment Tax, Tax On Regular Assessment, etc.
5. To verify, calculate & submit the requirements for payment of advance tax before due dates for payment of advance tax.
6. To ensure payment of TDS before the due dates of every month.
7. To ensure obtaining confirmations from vendors on their permanent account number, annually or when a new vendor is set-up.
8. Monthly paid Salary / Pension data will be provided by relevant Department. Assembled data must be verified for correctness regarding PAN, Tax Savings and deductions, rebate, tax calculation etc.
9. To prepare & carry out reconciliation between the 26AS & TDS Receivable on quarterly basis.
10. Quarterly Form 24Q, 26EQ, 27EQ E-TDS must be prepared and filed.
11. Generating of annual TRACES Form 16 and Form16A and Form27D etc. from TRACES and providing the same is hard / soft copies.
12. Providing Form 16 to employees and pensioners of NMMC before 15th June.

13. Checking and correcting Default raised due to PAN error, short deduction or any other reason pending.
14. Previous years short deduction demand default should also be handled.
15. Filing of revised corrected return to nullify the default.
16. Providing consultancy regarding amendment /changes in TDS Return or revised TDS return and any other matter related to income tax.
17. Giving suggestions regarding TDS issues to the corporation related to employees and Contractors.
18. To ensure that appropriate TDS is deducted considering the tax scheme and investments made by the employees.
19. Coordination with TDS officials for assessment, notice or any other issues of the department.
20. To verify the applicability of various provisions of Income Tax & forms of income tax and to prepare & file the same in time e.g. Form 61, Form 12BA, etc
21. Filing of appeal with CIT (A) / ITAT
22. Coordination with lawyer of corporation for TDS matters handled by them.
23. Attending / representing the Corporation in search, scrutiny assessment notices for any years received.
24. Representing/Giving reply to any Notices received from Income Tax Department.
25. Filing Quarterly TDS Returns in Form 26Q, 26QB, 27Q and 27EQ based on data provided by the corporation.
26. Verifying Specified/Non-Specified Contractors/Vendors for provision of Section 206AB of the Income Tax Act on insight portal.
27. Preparation of Form15CA/15CB in case of Foreign Remittance made outside India.
28. Filing of Annual Income Tax Return under Income Tax Act, 1961.
29. Preparation of challan for payment of Income Tax TDS in the prescribed formats on monthly basis.
30. Preparation challan for payment of Income Tax in the prescribed formats for payment of Advance Tax, Self Assessment Tax, Tax On Regular Assessment, etc.
31. To verify, calculate & submit the requirements for payment of advance tax before due dates for payment of advance tax.
32. To prepare & carry out reconciliation between the 26AS & TDS Receivable on quarterly basis.
33. To verify the applicability of various provisions of Income Tax & forms of income tax and to prepare & file the same in time e.g. Form 61, Form 12BA, etc

C. Profession Tax:

1. Verification and confirmation of Monthly deduction of Profession Tax from salary from data provided by concerned Department.
2. Verification and Confirmation of Monthly payment of Profession Tax to Government.
3. Verification and Confirmation of Monthly returns of Profession Tax.
4. To ensure payment of Profession Tax before the due dates of every month.
5. Advise / Consultancy on amendment / changes in the rules of Profession Tax.
6. Advise / Consultancy on issues raised by various departments on Profession Tax matter.
7. Filing of Appeals / replies against notices received from Profession Tax Department.
8. Attending Notices, Scrutiny Assessment to Profession Tax Authorities.
9. Monthly paid Salary data will be provided by concerned Department.
10. The data must be verified and monthly FORM-IIIB filed monthly.
11. Attending / representing corporation in scrutiny assessment notices.
12. Preparing and Filing of appeals wherever required and attending hearing on behalf of the corporation.

D. Preparation of Financial Statements:

1. Preparation of all ledgers, registers and formats as per GOM and National Municipal Rules.
2. Preparation of formats, accounts coding and budgetary head as per NAM.
3. Verification of all ledgers related to income, expenditure, assets and liabilities.
4. Accounting of capital work in progress and fixed assets.
5. Verification of debtors and ensuring old outstanding balances are brought to the notice of management for necessary action.
6. Verification of creditors and other liabilities to ensure proper accounting and fund management.
7. Preparation of Bank Reconciliation Statement.
8. Verification and accounting of Fixed Deposits and investment.
9. Ensuring the financial statements are in line with accounting standards and guidance note issued by ICAI & NAM.
10. Accounting of employee benefits.
11. Accounting of prepaid incomes and expenses and provisions.
12. Advising the management about strengthening the cash and fund management.
13. Ensuring proper disclosure of capital commitments and contingent liabilities.

14. Accounting of grants.
15. Providing data to various agencies like CAG, rating agencies, etc.
16. Assisting corporation in budgeting exercise.
17. Preparation of final accounts and financial statements viz Balance Sheet, Income and Expenditure Account, Receipts and Payment Account, fund flow statement, cash flow statement, trial balance etc.
18. The preparation of financial statements should be done as per the time lines given by the corporation.
19. Other statements / information need to be provided in prescribed format periodicity as required by the corporation from time to time.
20. Providing data required for compliance with various statutes like Income Tax, Goods and Services Tax, PT, PF, ESIC, Labour cess etc.
21. Training of staff in various aspects related to preparation and finalization of financial statements.
22. Changes in existing accounting software (Software Support) as per requirement of Corporation.

E. Financial Rating:

1. Study of the scheme of central government with regards to rating of financial statements of corporations.
2. Assessment of financial statements of corporation in relation to the extant guidelines issued by central government.
3. Advising corporation in best practices related to preparation of financial statements and to list out areas of improvements needed in the financial reporting and budgetary control.
4. To provide consultancy in implementation of changes in accordance with the extant guidelines.
5. To provide necessary information to the corporation / government in the required formats for the assessment in accordance with extant guidelines.
6. To provide guidance in developing system to ensure appropriate disclosure in the financial statements.
7. Advising corporation in matters of fund management in accordance with the extant guidelines.
8. Providing data to City Finance and Fitch Rating.

F. Data Migration Audit:

1. The consultant should study the present ERP system and the new ERP system.
2. Consultant should check the integrity of data post migration to new ERP system.
3. NMMC is implementing new ERP system for which data migration exercise from ERP system to new ERP system.
4. The consultant is expected to check on a test check basis the output generated from new ERP is in line with old ERP system.
5. Check the exception reports generated by new ERP system and suggest changes.
6. Data throughput and data integrity checks to be carried out to ensure authenticity of data.
7. Checking the controls in the new ERP system and suggestion in case of any gaps.

The above scope is only indicative. The Agency shall carry out any other function which in the opinion of Municipal Corporation is essential to achieve the objectives.

TERMS OF REFERENCE

1. DATA, SERVICES AND ASSISTANCE TO BE PROVIDED BY 'NMMC'

- a. The Agency would be assisted by 'NMMC' in obtaining relevant information from various authorities and will extend co-operation on the following areas:
- b. Earlier reports, data and information related to the subject matter.
- c. Details & Documents required to file Form GSTR 1, 3B and 7
- d. Purchase Register
- e. Details & Documents required complying with scope of work defined above.
- f. Details & Documents required to file PT Return
- g. Details & Documents required to file TDS Return
- h. Provide details of the present accounting codes and budgetary used.
- i. Issue of authority / recommendation letters.
- j. NMMC will give decisions on the reports and recommendations and other matters and proposals submitted by the Agency for decision, in areas within reasonable time but not later than 15 days as not to hamper the performance of the Consultancy service.
- k. Apart from above mentioned the inputs NMMC's shall allow the agency to use facilities free of cost including office space, laptop / desktop, printer, stationary, electricity, water etc. where possible during the course of their assignment.
- l. The NMMC shall provide list of coordination staff to be assigned to the Agency before the assignment begins.

2. AGENCY'S ORGANIZATIONAL SETUP:

The agency staff or its partner having knowledge of subject mentioned above is required to visit so as to check the work progress & resolve issues or difficulties faced by staff of NMMC related to subject matter of tender.

3. PROJECT TEAM REQUIREMENTS:

NMMC expects that the bidder has the required resources for carrying out the work within the defined time frame.

The role of 'Agency' is critical to the successful and timely completion of the work and the bidder, in acknowledgement of this fact, shall endeavor to propose such a team that is highly proactive, responsive and result-oriented. The team shall be complete and fully equipped with all skill sets required to carry out this assignment.

- a. The indicative team composition for works other than data migration audit is as mentioned below:
 - i. Team Leader (Chartered Accountant with DISA qualification and with experience in the field of taxation and accounts for more than 10 years) – 1 Nos. should visit corporation on regular intervals as per need for overall control and coordination of the project.
 - ii. Qualified Assistant (Chartered Accountant with experience in the field of taxation and accounts) – 1 Nos. should visit corporation at least once in seven days.

- iii. Other Assistants (Minimum Graduate / Articled Assistants with experience in the field of taxation and accounts) – 2 to 4 Nos. assistants to be deployed in NMMC on day to day basis.
- b. The indicative team composition for data migration audit is as mentioned below:
 - i. Qualified Assistant (Chartered Accountant with experience in the field of taxation and accounts) – 1 Nos. should visit corporation at least once in seven days.
 - ii. Assistants (Minimum Graduate / Articled Assistants with experience in the field of taxation and accounts) – 2 to 3 Nos. assistants to be deployed in NMMC on day to day basis.
 - iii. The estimated period for data migration audit will be minimum three months.
- c. Additional staff as may be considered necessary for satisfactory management execution and completion of the entire project have to be deputed by the consultant.

4. PENALTY:

- a. In case NMMC suffers any penalty on account of filing of statutory returns (GST/GSTTDS/IT/ITTD/PT) beyond the due date stipulated in respective statutes and such delay is attributable to the agency, then NMMC may impose penalty equivalent to the late fees paid by NMMC to the statutory authority.
- b. In case agency fails to deliver the work within the decided timelines and the delay is attributable to the agency penalty of Rs. 1000/- will be levied in case of first default and Rs. 2,000/- on subsequent defaults. Penalty will not exceed 2% of respective bid value.

5. NOTICE OF TERMINATION OF CONTRACT

If the Bidder withdraws or does not provide services as per time schedule approved by Municipal Corporation, Navi Mumbai, or the quality of the deliverables are not up to the standard as per terms of the contract, the Commissioner, Municipal Corporation, Navi Mumbai shall be at liberty to terminate this contract by giving 180 days notice in writing to Bidder clearly stating the reasons of dissatisfaction of the NMMC & the cure period of 180 days shall be given to the Agency to minimize the dissatisfaction of the NMMC in the cure period, even after the cure period situation does not improve then the appointment of Bidder shall, stand cancelled.

6. DISPUTES

All disputes and difference arising between Navi Mumbai Municipal Corporation, and the party in any manner connected with this agreement shall be referred to the Commissioner, NMMC, whose decision will be final and binding. If aggrieved then as per Indian Arbitration Act due process will be followed with consent of both the parties.

EVALUATION CRITERIA AND MARKING

1. General:

- i. The evaluation of valid proposals received shall be carried out by the Evaluation Committee (EC) of the Municipal Corporation on the basis of responsiveness to the TOR and the criteria specified below.
- ii. The proposals received by NMMC in response to QCBS TENDER shall be evaluated in three stages as under:

S. No.	Particulars	Criteria	Remarks
1	Responsiveness	Hurdle	Submission in accordance with the guidelines in Instructions to Bidders.
2	Technical Proposal	Hurdle. Minimum points to be achieved for qualifying to open Financial Proposal is 60%	Qualifications of the Agency. Submitting required documents in order to evaluate the technical marks
3	Financial Proposal	Selection by Quality and Cost Based System (QCBS) method.	Evaluation of Bids for final selection of Agency shall be on Qualification and Cost Basis (QCBS) in the ratio of 80% weight age on Technical Evaluation and 20% weight age on Financial.

2. Evaluation Criteria:

The evaluation committee appointed by Municipal Corporation evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria and point system specified below. Each responsive proposal will be evaluated. A proposal will be rejected at the relevant stage, if it does not respond to important aspects of TOR or if it fails to achieve the minimum prescribed technical score.

Basic Eligibility:

Criteria	Required eligibility	Documents Required to Establish eligibility
Existence	The bidder should be in Existence for at least 10 years.	Copy of Firm Registration Certificate
Experience	The bidder should have experience of handling Tax Consultancy / Preparation of Financial Statements Assignments of Government Department, SPV,PSU or Local Authority having Budget size / turnover / project size of at least Rs. 3500 cr.	Appointment Letters / Work Orders / Experience certificates
Financial Strength	Average Annual Turnover of the bidder for the last three financial years should be at least Rs. 50 Lakhs.	Certificate from Statutory Auditor
Location	The bidder should have Head Office in Maharashtra and Head office / Branch Office in MMR Region.	Firm Card issued by ICAI
Credentials	The bidder should not be black listed / no litigation from any government agency or the ICAI.	Self Declaration of letter head of firm
Empanelment	The bidder should be empanelled with CAG.	Copy of CAG certificate
Staff Strength	The bidder firm should have at least 3 partners and 20 Staff.	Firm Card issued by ICAI and Self declaration on letter head of tenderer
Qualification	In the bidder firm at least 2 partners should be associated continuously with the firm for a minimum of 5 years, out of them one should be DISA/ CISA qualified.	Firm Card issued by ICAI

The application of bidder who fulfills the above basic eligibility will be considered for technical marking.

Technical Evaluation and Marking:

The evaluation of each technical proposal shall be done taking into account the criteria and sub-criteria given below:

Sr. No.	Particulars	Maximum Marks Allotted	Maximum Marks will be Given
1	The bidder should have experience of handling Tax Consultancy / Preparation of Financial Statements Assignments of Government Department, SPV, PSU or Local Authority having Budget size / turnover / project size of at least Rs. 3500 cr. (Appointment Letters / Work Orders / Experience Certificates to be submitted as supporting)		25
	Experience of above work with upto six municipal corporation, Government Department, SPV / SPA owned by Government	7.5	
	Experience of above work with seven to nine municipal corporation, Government Department, SPV / SPA owned by Government	15	
	Experience of above work with more than nine municipal corporation, Government Department, SPV / SPA owned by Government	25	
2	No of CA Associated (including partners) with the firm as on 01.04.2023. (Firm Card issued by ICAI and Self declaration on letter head of tenderer should be submitted as supporting)		15
	upto 5 Chartered Accountants & 20 Staff	7.5	
	From 5 to 8 Chartered Accountants & 30 Staff	10	
	Above 8 Chartered Accountants & 40 Staff	15	
3	At least 2 Partners must be continuously associated with the firm for minimum 5 years, out of them one should be DISA/ CISA qualified (Copy Registration certificate of ICAI and DISA / CISA certificate or mark sheet)		10
	Continues Association for at least 5 years	5	
	Continues Association for more than 5 years upto 20 years	7.5	
	Continues Association for more than 20 years	10	
4	Average Annual Turnover of the Firm in the last three financial years (FY 20-21, 21-22, 22-23)		20
	above 50 lakhs to 75 lakhs.	10	
	above 75 lakhs to 1.5 cr.	15	
	above 1.5 cr.	20	
	(Statutory Auditors Certificate to be attached)		
5	The Firm is ISO certified organization as on 01.04.2023. (ISO certificate should be attached as supporting)		5
6	Presentation on Approach and Methodology for carrying out the assignment and detail firm experience in Consultancy services provided to Municipal Corporation, Government Department, SPV / SPA fully owned by Government in Maharashtra.		25
	Total		100

The bidder getting minimum 60% marks will be considered as technically qualified.
Financial bid of only technically qualified bidders will be opened.

Financial Evaluation and Marking:

The bidder having the lowest financial quote will get 100 marks in financial bid. The other persons will get pro-rata marks in financial bid.

For example

Bidder	Financial Quote in Rs.	Ranking	Financial Marks
X	A1	L1	100
Y	A2	L2	$A1/A2 * 100$
Z	A3	L3	$A1/A2 * 100$

Total Score:

Selection will be made on the total score of the bidder

Total Score (TS) = Technical Score (TeS) + Financial Score (FS)

Where:

TeS = Technical Marks*80%

FS = Financial Marks*20%

The bidder having the highest total score will be selected.

SECTION 3: SCHEDULE OF PAYMENTS

1. **For GST and PT:** Payment will be made on per month basis. Payment will be made within 30 days on completion of work and submission of tax invoice.
2. **For IT:** Payment will be made within 30 days on completion of work and submission of tax invoice. Payment will be made on quarterly basis as per the following schedule:

Particulars	% of bid value
	On filing of return and generation of Form 16A (Non Salary)
Q1	20%
Q2	20%
Q3	20%
Q4	20%

20% payment will be made on generation of form 16 (Salary).

3. **For Preparation of Financial Statements:** Payment will be made within 30 days on completion of work and submission of tax invoice. Payment will be made as per the following schedule:

Particulars	% of payment
Reconciliation of Accounts	25%
Submission of draft financial statements	25%
Submission of final financial statements	50%

4. **For Financial Rating, Data Migration Audit, Changes in Accounting Software:** 100% Payment will be made within 30 days on completion of work and submission of tax invoice.

SECTION-4: GENERAL CONDITIONS OF CONTRACT

PART-I

INTERPRETATIONS AND DEFINITIONS

1. Singular and Plural where the context's requires, words importing the singular shall also mean the plural and vice versa.
2. Gender Words imparting the masculine gender shall also include the feminine gender.

3. Definitions–

‘Municipal Corporation’ or ‘Corporation’ or ‘NMMC’ shall mean ‘Navi Mumbai Municipal Corporation’

The **‘Commissioner’** shall mean the Commissioner of the ‘Municipal Corporation ’, for the time being holding that office and also his successor and shall include any officer authorized by him.

The **‘Chief Accounts and Finance Officer’** shall mean the CAFO of the NMMC or any other officer or officers of the Municipal Corporation who is authorized by, NMMC to carry out the functions of the CAFO.

‘CAFO's Representative / Officer-In-Charge’ shall mean CAFO or any other Municipal Corporation Employee or Employees appointed from time to time by the CAFO to perform the duties here of and generally to assist the CAFO for the purpose or the contract and whose, Corporation shall be notified in writing to the Agency by the CAFO.

The **‘Contract’** shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Agency, and the Municipal Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, specifications, designs, drawings, price schedules, bills of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another. The order of precedence in case of discrepancies shall be asunder,

- i. Contract Agreements
- ii. The letter of Acceptance
- iii. Notice inviting Tender & Instructions to Tenderer
- iv. Special Conditions of Contract
- v. The General Conditions of Contract
- vi. Schedule of Rates & Quantities
- vii. Schedules & Annexure

The '**Firm**' shall mean the individual firm incorporated or not, undertaking the Works and shall include legal representatives of such individual or persons composing such firm or successors of such firm as the case may be.

'**Contract charges**' means the amount named in the letter of acceptance.

The payment to Firm shall be based on the accepted Tender cost including escalation, extra items etc. Extension given to the contractor will also be the extension of Agency till the work completed in all respect.

'**Excepted risks**' are risks due to riots (otherwise than among Agencys' employees) and civil commotion (in so far as both these are Uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Agency has no control and accepted as such by the Officer, NMMC.

PART-II

INSTRUCTIONS TO CONSULTANTS / AGENCIES

4. Scope of Work:

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all accounting experts, tools, equipment and transport which may be required in preparation of and for and in the full and entire Execution and completion of the Works. The descriptions given in the schedule of Works /items / quantities and the Bills of Quantities shall unless otherwise stated be held to include waste on materials, carriage and cartage carrying in return of empties, Hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles. Detailed scope of work would be enumerated in detail along with letter of a ward of work.

5. Corrupt or Fraudulent Practices

The Municipal Corporation requires that the bidders / suppliers / Consultants under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Municipal Corporation defines for the purpose of this provision, the terms set forth as follows:

- a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution, and
- b) "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the 'Municipal Corporation', and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Municipal Corporation of the benefits of the free and open competition.

- c) The Municipal Corporation will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question, The Municipal Corporation will affirm in eligible, either indefinitely or for a stated period of time to be awarded a contract if it at any time determines that the firm has engaged in Corrupt and fraudulent practices in competing for, or in executing, a contract.

6. Intimation to Successful Tenderers:-

The acceptance of tender maybe communicated to the Successful Tenderer in writing or otherwise either by the tender opening authority or any competent authority in the 'Municipal Corporation'.

7. Issue of Work Order:-

Work Order will be issued after execution of contract document.

- 8. Contract Documents:-** The Agency shall be furnished, free of charge, two certified true copies of the contract documents.

9. Details to be Confidential:-

The Agency shall treat the details of the Contract as private and confidential; save in so far as may be necessary for the purposes thereof and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Officer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Municipal Corporation whose decision shall be final.

10. Official Secrecy:

The Agency shall, whenever required, take necessary steps to ensure that all persons employed on any Work in connection with this Contract have noticed that the India official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such Work under the Contract.

11. Assignment:-

The Firm shall not assign transferor attempt to assign. Transfer the Contractor any part there of or any benefit or interest therein or there under otherwise than by a charge in favour of the Firms bankers of any Money due or to become due under this contract, without the prior written Approval of the Commissioner or CAO, NMMC.

12. Changes in Constitution:

Where the Firm is a partnership firm or LLP the prior approval in writing of the Commissioner or CAO, NMMC shall be obtained before any change is made in the constitution of the firm.

13. Power of Attorney:

The Agency may at his discretion issue power of attorney in favour of his bankers for routine payments to the Consultants through Bank.

14.Consultants Staff:

The Consultant shall employ in and about the execution of Works only such persons as are skilled and are experienced in their respective skills and the Officer shall be at liberty to object to and require the Consultant to remove from the Works any person, employed by the Consultant in or about the execution of the Works, who in the opinion of the Officer misconducts himself for is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Officer.

15.Personnel:

The Consultant shall depute the key personnel named in the schedule of key personnel or other personnel approved by the Officer to carry out the functions. The Officer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the schedule. The firm shall be binding to provide the services mentioned and other associated services if required to any department of NMMC and no claim should be entertained if any of the part of scope mentioned in the tender is not executed.

16.Facilities to the Other Consultants:

The Consultant shall, in accordance with the requirements of the Officer, afford all reasonable facilities too their Consultants engaged contemporaneously on separate Contracts In connection with the Works and for departmental labour and labour of any other properly organization authority or statutory body which may be employed at the Site on execution of any Work not included in the Contract or of any Contract which the Municipal Corporation may enter into in connection with or ancillary to the Works.

17.Patent 'Right and Royalties:

The Consultant shall save harmless and indemnify the Municipal Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine Work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings. Damages, costs, charges and expenses whatsoever in respect there of or in relation there to.

18.Notices to Local Bodies:

The Consultant shall comply with and give all notices required under any Government Authority, Instrument, rule or Order made under any Act of parliament, state laws or any regulation or Bye-laws of any local authorities or public utilities concern relating to Works. He shall be for making any variation from the contract drawings necessitated by such compliance give to the Officer a notice giving reasons for the proposed variation and obtained Officer's instructions thereon.

19.Notices:

Subject as otherwise provided in this contract all notice to be given on behalf of the Municipal Corporation and all other actions to be taken on its behalf may be given or taken by the Officer or any officer for the time being entrusted with the functions, duties and powers of the Officer. All instructions, notices and communications etc. under the contract shall be given in writing in

English language only and if sent by registered post to the last known place or abode or business of the Consultant shall be deemed to have been served on the date when in the ordinary course of post these would have been served or delivered to him.

20. Use of B.I.S. Specifications:

In case where no particular specification is given for any article to be used under the contract, the relevant specification, where one B.I.S. exists, of the Bureau of Indian Standards shall apply.

PART-III

TIME SCHEDULE AND DELAYS

1. Commencement Time:

The time allowed for work as specified in the contract documents shall be the essence of the contract. The execution of the Works shall commence from the date specified by the Officer in writing. "If the Consultant fails or neglects to commence the execution of the Works as aforesaid, the Municipal Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the security deposit absolutely.

2. Extension of Time due to unforeseen events:

If the work be delayed by - (a) Force majeure such as acts of God, act of public enemy, act of government, floods, epidemics etc. or (b) Abnormally bad weather, or (c) Serious loss or damage by fire, or (d) Civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed on the work, or (e) Delay on the part of other Consultant or tradesmen engaged by the Municipal Corporation in executing works not forming part of the contract or (f) delay due to decision by Municipal Corporation or any other body (g) due to Contractor or Contractor or any other reason which is not attributed to Consultant (h) The reasons stated in condition No 26 and 27. (i) Any other cause, in the absolute discretion of the Officer. Then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the Officer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Officer to proceed with the work. Request for extension of time, to be eligible for consideration shall be made by the Consultant in writing within 14 (fourteen) days of the happening of the event causing delay. The Consultant may also, if practicable indicate in such a request the period for which extension is desired. In any such case, the Officer may give a fair reasonable extension of time for completion of individual items or groups of items of work for which separate periods of completion are specified in the contract or the contract as whole periods of completion are specified in the contract or the contract as whole. The decision of the Officer in regard to the extension will be communicated to the Consultant in writing within a reasonable time and the Consultant shall also be paid such compensation that in the opinion of the Officer is fair and reasonable to cover the loss. The decision of the Officer in regard to the extension will be communicated to the Consultant in writing within a reasonable time.

3. Rate of Progress:

If for any reason, which does not entitle the Consultant to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Officer, too slow to comply with the Time for Completion, the Officer shall so notify the Consultant who shall there upon take such steps as are necessary, subject to the consent of the Officer, to expedite progress so as to comply with the time for Completion. The Consultant considers that it is necessary to do any Work at night or on locally recognized day, he shall be entitled to seek the consent of the Officer so to do.

4. Suspension of Work:

- a) The Consultant shall, on receipt of the order in writing of the Officer, suspend the progress of the Works or any part thereof for such time and in such manner as the Officer may consider necessary for any of the following reasons:
 - i. On account of continued non-compliance of the instructions of the Officer or any other default on the part of the Consultant, or
 - ii. For proper execution of the Works or part thereof for reasons other than the default of the Consultant, or
 - iii. For safety of the Works or part thereof. The Consultant shall, during such suspension, properly protect and secure the Works to the extent necessary and carryout the instructions given in that behalf by the Officer.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the Consultant shall be entitled to an extension of time equal to the period of every such suspension plus areas on reasonable time as decided by the Officer. If the suspension is ordered for reasons of (i) in sub-para (a) above, the Officer shall have powers to suspend the payment under the contract. Such suspension of payment may be continued until default shall have been rectified.

PART-IV

BILLS AND PAYMENTS

5. Payments of Bills and Other Claims:

The payment will be made as per Section 3 above. The payment of bills and other claims arising out of the contract will be made by Online, RTGS or by bank cheque. The consultant shall submit the tax invoices for the services rendered to the Municipal Corporation.

PART-V

TERMINATION OF CONTRACT AND SETTLEMENT OF DISPUTES

6. Jurisdiction:-

- a) In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in NMMC and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Navi Mumbai only.

7. Laws Governing The Contract:

- a) This contract shall be governed by the Indian Laws for the time being in force.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT

Note: In case of any conflict between the Special Conditions of Contract incorporated in this section with General Condition of Contract given in Section 4, the former shall prevail over the latter.

1. General provision

1.1 Definitions

In addition to the definitions given in GCC, unless the context otherwise requires the following terms whenever used in this contract have the following meanings

- a) "Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Consultant" means a sole bidder
- c) "GC" means general conditions of contract of Municipal Corporation, Navi Mumbai;
- d) "SC" means the special conditions of contract by which these general conditions of contract may be amended or supplemented;
- e) "Government" means the Government of India;
- f) "State Government" means the State Government of Maharashtra
- g) "Municipal Corporation" means Municipal Corporation, Navi Mumbai
- h) "Local Currency" means Indian Rupees;
- i) "Personnel" means persons hired by the consultant or by any sub consultant as employee and assigned to the performance of the services or any part thereof;
- j) "Local Personnel" means such persons who at the time of being so hired had their domicile inside India and
- k) "Key Personnel" mean the personnel referred to in **clause SC4.2(a)**;
- l) "Party" means the Municipal Corporation or the consultant, as the case may be and parties means both of them;
- m) "Project Cost", means –Total Cost of project as sanctioned by NMMC including escalation, contingencies applicable from time to time;
- n) "Services" means the work to be performed by the consultants pursuant to this contract for the purposes of the project, as described in Terms of reference here to;
- o) "Sub consultants " means any entity to which the consultants sub contract any part of

the services in accordance with the provisions of **Clause SC 3.7**;

- p) "Third Party" means any person or entity other than the Central Government, State Government, 'Municipal Corporation', Consultant or a Sub-Consultant;
- q) "Municipal Corporation", means-"Municipal Corporation, Navi Mumbai"; represented by the Chief Accounts & Finance officer and shall include any official authorized by him;
- r) "Technical Proposal" means the technical proposal submitted by the consultant and accepted by the 'Municipal Corporation';

1.2 Relations between the parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Municipal Corporation and the consultants. The consultants, subject to this contract, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Language

This contract has been executed in English, which shall be binding and controlling language for all matters relating to or interpretation of this contract.

1.4 Headings

The headings shall not limit, alter or affect the meaning of this contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the SC.

1.5.2 Notice will be deemed to be effective as specified in the SC.

1.5.3 A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed in the SC with respect to clause b above.

1.6 Location

The Services shall be performed at such locations as approved by the Municipal Corporation hereto and, where the location of a particular task is not so specified, at such locations, whether in India or else where, as the Municipal Corporation may approve.

1.7 Authority of Member in charge

The member here by authorize the entity specified in the SC to act on their behalf in exercising all the consultants' rights and obligations towards the Municipal Corporation under this contract, including without limitation the receiving of instructions and payments

from the 'Municipal Corporation'.

1.8 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the Municipal Corporation or the consultants may be taken or executed by the officials specified in the SC.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract–

This Contract shall come into effect on the date of signing of this Agreement. The Firm shall begin carrying out the Services immediately on issue of Work Order. The agreement shall be executed on nominal Rs. 100/- stamp paper however agreement may be sent for adjudication to registrar of stamps for valuation of stamp duty in due course of time. The Corporation shall award the work to the Consultant after receiving written acceptance of the Consultant to execute the particular assignment. The date of its work order shall be the effective date of commencement of the particular assignment.

2.2 Termination of contract for Failure to become Effective

If this contract has not become effective within such time period after the date of the contract signed by the parties as shall be specified in the SC, either party may, by not less than four (4) weeks written notice to the other party, declare this contract to be null and void and in the event of such a declaration by either party neither party shall have any claim against the other party with respect hereto.

2.3 Commencement of services

The consultant shall begin carrying out the services at the end of such time period after the effective date as shall be specified in the SC.

2.4 Expiration of contract

Unless terminated earlier pursuant to clause SC2.9 hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date as shall be specified in the SC.

2.5 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or over come in the carrying out its obligations here under.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.
- d) No Breach of Contract

The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract on so far as such inability arises from an event of force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures on order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. Indirect Political Force Majeure Events: For purposes of Clause 27.1, Indirect Political Event shall mean one or more of the following acts or events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, which prevents collection of Fees by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year.
- b) Industry wide or state wide or India wide strikes or industrial action which prevent collection of Fares by the Concessionaire for a period exceeding a continuous period of 7(seven) days in an Accounting Year.
- c) Loss of or serious accidental damage to the Project Area.
- d) Epidemic.
- e) Sabotage, terrorism or the threat of such acts.

I. Political Force Majeure Events

Political Force Majeure Event shall mean one or more of the following acts or events:

- a) Change in Law;
- b) Unlawful or un-authorized or without jurisdiction revocation of, or any political motivated reasons or refusal to renew or grant without valid cause any consent or approval required by the consultant to perform their respective obligations under the Agreements, provided that such delay, modification, denial, refusal or revocation did not result from the Consultant's inability or failure to comply with any condition relating to work.
- c) GOI or GOM or any Governmental Agency has by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the consultant.
- d) Where the Force Majeure Event is a Political Force Majeure Event, corporation shall have to bear cost of such event by paying remuneration due for complete project or projects for which consultant had performed their respective obligations. Upon Termination by NMMC on account of the Event of Political Force Majeure Events, the Consultant shall be entitled to receive from NMMC by way of Termination Payment being a sum which is aggregate of the fair value of the contract sum and discounted future cash flow as certified by the Statutory Auditors of the consultant.

2.7.2 No Breach of Contract

The failure of a party to fulfill any outfits obligations here under shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.7.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of then mature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Force Majeure

The Municipal Corporation may by written notice of suspension to the consultants, suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the consultant to remedy such failure within the period not exceeding **one hundred eighty (180) days** after giving the consultants of such notice of suspension.

2.9 Termination

2.9.1 By the 'Municipal Corporation'

The Municipal Corporation may by not less than one hundred eighty (180) days written notice of termination to the consultants (except in the event listed in paragraph below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this clause SC2.9.1 terminate this contract.

- a) If the consultants fail to remedy in the performance of their obligations here under, as specified in a notice of suspension pursuant to clause GC 2.8 herein above , within one hundred eighty (180) days of receipt of such notice of suspension or within such further period as the Municipal Corporation may have subsequently approved in writing;
- b) If the consultants become (or, if the consultants consist of more than one entity , if any of their members become) insolvent or bankrupt or enter into any agreements with their creditors for relief of debtor take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to clause SC8 hereof;
- d) If the consultants submit to the Municipal Corporation a statement which has a material effect on the rights, obligations or interests of the Municipal Corporation and which the consultants know to be false;
- e) If as the result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than one hundred eighty (180) days; or

- f) If the 'Municipal Corporation', in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.9.2 By the Consultants

The consultants may, by not less than thirty(30) days written notice to the 'Municipal Corporation', such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause SC2.9.2, terminate this contract.

- a) If the Municipal Corporation fails to pay any money due to the consultants pursuant to this contract and not subject to dispute pursuant to clause 8 here of within 180 (One Hundred eighty Days) after receiving written notice from the consultants that such payment is overdue;
- b) If the Municipal Corporation is in material breach of its obligations pursuant to this contract and has not remedied the same within 180 (One Hundred eighty Days) (or such longer period as the consultant may have subsequently agreed in writing) following the receipt by the NMMC or the Consultants notice specifying such breach;
- c) if, as the result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of 180 (One Hundred eighty Days) or
- d) If the Municipal Corporation fails to comply with any final decision reached as a result of arbitration pursuant to clause SC8 hereof.

2.9.3 Cessation of Rights and Obligation:

Upon termination of this Contract pursuant to Clauses SC2.2 or 2.9 hereof, or upon expiration of this Contract to Clause SC2.4 here of, all rights and obligations of the Parties hereunder shall cease, except:

- i. Such rights and obligations as may have accrued on the date of termination or expiration;
- ii. The obligation of confidentially set forth in Clause SC3.3 hereof;
- iii. Any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep Expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the 'Municipal Corporation', the Consultants shall proceed as provided, respectively, by Clauses SC

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses SC2.9.1 or 2.9.2 hereof, the Municipal Corporation shall make the following payments to the Consultants (after offsetting against these payments any amount that maybe due from the Consultant to the 'Municipal Corporation'):

- a) Payment for Services performed prior to the effective date of termination;

- b) In the case of termination NMMC shall reimbursement of any cost claimed incident to the prompt and orderly termination of the Contract for work done upto the date of such termination. The Consultant shall be entitled to receive payment in respect of amount due and payable for all works performed up to the date of termination, if termination is for reasons not attributable to the Consultant.
- c) In the case of termination NMMC on account of Political Force Majeure Event shall reimbursement of any cost claimed incident to the prompt, and future is counted cash flows of future revenue and orderly termination of the Contract for work done upto the date of such termination. The Consultant shall be entitled to receive payment in respect of amount due and payable for all works performed upto the date of termination, if termination is for reasons not attributable to the Consultant.
- d) The Consultant shall be responsible for the correctness of the information, data, reports, documents, findings, etc. submitted by him.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause SC2.9.1 or in Clause SC2.9.2 hereof has occurred, such party may, within 45 days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause SC8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 Obligations Of The Consultants

3.2 General

3.2.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the 'Municipal Corporation' , and shall at all times support and safeguard the 'Municipal Corporation's legitimate interests in any dealings with sub-consultants or third parties.

3.2.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as

the personnel and agents of the Consultants and any sub-consultant comply with the Applicable Law. If required the Municipal Corporation shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.3 Conflict of Interests

3.3.1 Consultants not to benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to **Clause SC6** here of shall constitute the Consultants' sole remuneration in connection with this Contractor the Services and, subject to **Clause SC 3.2.2** hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.3.2 Procurement Rules

If the Consultants, as part of the Services, have the responsibility of advising the Municipal Corporation on the procurement of goods, works or services, the Consultants shall at all times exercise such responsibility in the best interest of the 'Municipal Corporation'. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the 'Municipal Corporation'.

3.3.3 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any other sub-consultant and any entity affiliated with such sub-consultant, shall not engage in any activity which is not permitted under any law for time being in force.

3.3.4 Prohibition of Conflicting Activities

Neither the consultants nor their sub-consultants nor the personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activity in the Governments' country which would conflict with the activities assigned to them under this Contract; or
- b) After the termination of this contract, such other activities as may be specified in the SC.

3.4 Confidentiality

The Consultants, their sub-consultants and the personnel of either of them shall not, either during the term or **within one (1) years after the expiration of this contract**, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the 'Municipal Corporation's business or operations without the prior written consent of the 'Municipal Corporation'.

3.5 Limitation of the Consultants' Liability towards the Municipal Corporation

- a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants with respect to damage caused by the Consultants to the 'Municipal Corporation's property, shall not be liable to the 'Municipal Corporation':
 - i. For any indirect or consequential loss or damage; and
 - ii. For any direct loss or damage that exceeds
- b) The total payments for professional Fees for each schedules made or expected to be made to the Consultants under this contract, or
- c) The proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

3.6 Limitation of the Consultants' Liability towards the Municipal Corporation

- 3.6.1** Consultant shall, at his own expense, upon request of 'Municipal Corporation' re-perform the services in the event of Consultant's failure to exercise the skill and care required under foregoing clause 3.1.1.
- 3.6.2** Notwithstanding the provisions of the foregoing sections, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by
 - (i) 'Municipal Corporation' overriding a decision or recommendation of the Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree, or
 - (ii) the improper execution of Consultant's instructions by agents, employees or independent Consultants of 'Municipal Corporation'.

3.7 Consultants' Actions requiring Municipal Corporation's prior Approval

The Consultants shall obtain the 'Municipal Corporation's prior approval in writing before taking any of the following actions:

- 3.7.1** Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Municipal Corporation prior to the execution of the subcontract, and (ii) that the Consultants

shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

3.7.2 The Consultants shall not use these documents for purposes unrelated to this contract without the prior written approval of the 'Municipal Corporation'.

3.8 Reporting Obligations

The Consultants shall submit to the Municipal Corporation the reports and documents specified in section 2 scope of work, in the form, in the numbers and within the time periods as specified.

3.9 Documents prepared by the Consultants to be the Property of the 'Municipal Corporation'

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the 'Municipal Corporation', and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the 'Municipal Corporation', together with a detailed inventory thereof. The Consultants may retain a copy of such documents, however the Consultants shall not use these documents for purposes unrelated to this contract without the prior written approval of the 'Municipal Corporation'.

4. CONSULTANT'S PERSONNEL

4.1 CONSULTANT'S PERSONNEL

4.2 General

The consultants shall depute and provide such qualified and experienced personnel as are required to carryout the services.

4.3 Description of Personnel

4.3.1 The titles, job descriptions and minimum qualification of the consultant's minimum Key personnel are described in Section-2.

4.3.2 If the additional work is required beyond the scope of the services specified in Terms of reference the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Municipal Corporation and the consultants; with a corresponding increase in the fee to be paid to the consultants due to such additional work.

4.4 Approval of personnel

The key personnel and sub consultants listed by title as well as by name in Technical Proposal and accepted by the Municipal Corporation shall deem to be approved by the 'Municipal Corporation'. In respect of other Key Personnel that the consultants propose to use in carrying out of the service, in terms of para 4.4 of the SCC, the consultants shall

submit to the NMMC or review and approval a copy of their biographical data. If the Municipal Corporation does not object in **writing (stating the reasons for the objection) within twenty one (21)** calendar days from the date of receipt of such biographical data and(if applicable) such certificate, such key personnel shall be deemed to have been approved by the 'Municipal Corporation'.

4.5 Removal and / or Replacement of Personnel

4.5.1 Except as the Municipal Corporation may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement another person of equivalent or better qualifications.

4.5.2 If the Municipal Corporation (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultants shall at the 'Municipal Corporation's written request specifying the grounds therefore, forthwith provide as are placement a person with qualification and experience acceptable to the 'Municipal Corporation'

5. OBLIGATIONS OF THE 'NMMC'

5.1 OBLIGATIONS OF THE 'NMMC'

5.2 Assistance and exemptions

Unless otherwise specified in the SC, the Municipal Corporation shall use its best efforts to ensure that the Municipal Corporation shall:

5.2.1 Assist the consultants, Sub consultants and Personnel in obtaining work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the services;

5.2.2 Assist for the personnel and if appropriate, their eligible dependence to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

5.2.3 Provide to the consultants, sub consultants and personnel any such other assistance as may be specified in the SC.

5.3 Changes in the Applicable Law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the consultants in performing the services then the remuneration and reimbursable

expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause SC6.1(b)**.

5.4 Payment

In consideration of the Services performed by the consultants under this Contract, the Municipal Corporation shall make to the Consultants such payments and in such manner as is provided by the **Clause SC 6** of this Contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 PAYMENTS TO THE CONSULTANTS

6.2 Currency of Payment

All payments shall be made **in Indian Rupees only**.

6.3 Mode of Billing and Payment

Billing and payment in respect of the Services shall be made as follows:

The payment shall be made as given in payment schedule.

The fees to be paid to the consultant shall be paid on the applicable project cost inclusive of all prevailing taxes and statutory taxes at rates prevailing at time of submission of tender.

The Municipal Corporation shall cause the payment of the Consultants periodically as given in schedule of payment above within one month on receipt of invoice from the consultant after the receipt by the Municipal Corporation of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment.

6.3.1 In case any consultancy services outside the scope of work is required to be provided for successful completion of the assignment in any schedule, the same shall be carried out by the consultants. Payments for such services shall be made on the mutually agreed rates and other terms and conditions.

7. FAIRNESS AND GOODFAITH

7.1 FAIRNESS AND GOODFAITH

7.2 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.3 Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 SETTLEMENT OF DISPUTES

8.2 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.3 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within **thirty (30) days** after receipt by one party on the other party's request for such amicable settlement may be submitted by either party for settlement through arbitration in accordance with the following provisions:

8.3.1 If a dispute of any kind whatsoever arises between the CAO and the Consultant in connection with, or arising out of, the Contractor the scope of the work, whether during the study period or after completion of the study and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the CAO, the matter shall be in the first place, be referred in writing to the CAO within 180 days of its occurrence for review, with a copy to the 'Municipal Corporation'. If the Consultant fails to refer the dispute for review within 180 days, the CAO's decision shall be final and binding on the Consultant. Such reference shall state that it is

made pursuant to this Clause. No later than the fourteenth day after the day on which he received such reference, the CAO shall give notice of his decision to the Municipal Corporation and the Consultant. Such decision shall state that it is made pursuant to this Clause.

Notwithstanding the arising of any dispute, unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to proceed with the work with all due diligence and the Consultant and the CAO shall give effect forthwith to every such decision unless and until the same shall have been revised, as hereinafter provided.

- 8.3.2** If either the NMMC or the Consultant disagrees with the decision of the CAO, the decision shall then be referred by the NMMC or by the Consultant, within 30 days of the decision of the CAO to the Chief Accounts & Finance Officer, NMMC". A copy of such reference shall also be endorsed to the CAO. The PIU shall give its advice in writing to the Municipal Corporation within 180 days of receipt of notification by it. The PIU may call upon the CAO and the Consultant to hear their case before giving its advice. The Municipal Corporation shall then take appropriate decision on the said advice of the PIU and communicate to the Consultant within 30 days failing which the advice of the Committee shall be binding on the 'Municipal Corporation'.
- 8.3.3** If a dispute of any kind whatsoever arises between the CAO and the Consultant in connection with any discrepancy found to be exist between actual payment or delay in payment and costs authorized to be incurred by the Consultants, the Municipal Corporation may add or subtract the difference from any subsequent payments with Interest at the rate of prime lending rate of State Bank of India plus two per cent for the period over and above fifteen days shall become payable as from the above due date on any amount due by, but not paid on such due date.
- 8.3.4** If the decision of the Municipal Corporation reached on consideration of the advice of the Project Implementation unit (PIU) is not acceptable to the Consultant, the Consultant may notify the Municipal Corporation within 30 days of the receipt of the said decision, failing, which the Municipal Corporation's decision shall be final and binding on the Consultant. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996, or any modification thereof. The arbitrator shall give his decision within 4 months from the date of reference of the dispute to him. The decision of the above said arbitrator shall be final and binding on the NMMC and the Consultant.

8.4 Miscellaneous

8.4.1 In any arbitration proceeding hereunder:

8.4.1.1 Proceedings shall, unless otherwise agreed by the Parties, be held in Navi Mumbai

8.4.1.2 The English language shall be the official language for all purposes.

9. FORECLOSURE

9.1 In the event that the Consultancy services has to be terminated at any stage for any reason whatsoever during the currency of the consultancy contract, the Municipal Corporation may, by not less than one hundred and eighty (180) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the consultant, terminate the contract.

9.2 Upon termination of this contract, the consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the 'Municipal Corporation'.

9.3 The consultant shall be duly paid for the works carried out and services rendered till the date of termination.

FORM1: FORM FOR SUBMISSION OF PROPOSAL

FORM1

PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

Date:___

To,
The Chief Accounts & Finance Officer,
Navi Mumbai Municipal Corporation,
Navi Mumbai

Sub: Inviting Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation

Ref: Tender Notice No. _____ Dated _____

Sir,

1. Having examined the completeness of Tender documents, studied the terms and conditions of contract stipulated in the Tender documents, we the undersigned offer to submit our proposal for **'Inviting Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation'** as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - a. Enter in to the contract agreement within **7 days** (Seven) of issue of letter of award.
3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract between us.
4. The Proposal is being submitted by *(Name of the consultant)* in accordance with the conditions stipulated in the TENDER.
5. We have examined in detail and have understood the terms and conditions stipulated in the TENDER Document issued by 'Municipal Corporation'. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the TENDER or any of the subsequent communications from 'Municipal Corporation'. Our proposal contains no

conditions.

6. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the TENDER document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our proposal.
7. The Consultancy Firm of satisfies the legal requirements and meets all the eligibility criteria laid down in the TENDER.
8. We as the Consultant, designate Mr. *(mention name, designation, contact address, phone no. fax no. etc.,)* as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquires, entering into contractual commitments etc. on behalf of us in respect of the Assignment.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely" Prevention of Corruption Act 1988".
10. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the TENDER documents.
11. We agree to allow 'Municipal Corporation', at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
12. We understand that, the Municipal Corporation is not bound to accept any proposal that they may receive.
13. This offer is valid for a period of 120 days from the date of opening of the bid.

Yours Faithfully,

For and on behalf of:

Enclosures: As Above

APPENDIX 1: FORMS FOR TECHNICAL PROPOSAL

Annexure 1 (APPLICATION FORMAT)

1. Details of Applicant Firm

a.	Name of applicant firm with Full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Establishment	:	
f.	Name and address of the Authorized person if any	:	
	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full Address and Bank Account Details	:	
i.	Goods & Service Tax Registration Number (copy) if any.	:	
j.	No of Qualified Team Members including partners	:	
	No. of Other support staff (If any)	:	
k.	Are you presently debarred /Black listed by any Government Department / Public Sector Undertaking / Any Employer? (If Yes, please furnish details)	:	
l.	Name and details (Tel/Mobile/E mail) of contact persons	:	
m.	PAN	:	
n.	GST Registration	:	
o.	CAG	:	

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

Tel Nos. (O)(R)

E-mail:

Fax No:

(Authorized Representative of the Consultant)

Annexure – 2 Firm Details

1 Name of Firm		
2 Date of Registration		
2 Address for communication & Telephone No. E-mail		
3 Details of Proprietor/Partners/Director		
Name	Address	Date of Admission as Partner Qualification and Experience
4. Details of Qualified Team Members		
Name	Address	Qualification and Experience
5. Details of Branches		
Sr. No.	Particulars	Address and contact details
6. Annual Turnover		
F.Y.	Amount in Rs.	
2020-21		
2021-22		
2022-23		

Yours faithfully,

Signature_____

Full Name_____ Designation_____ Address_____ Tel Nos. (O)(R)

E-mail:

Fax No:

(Authorized Representative of the Consultant)

Annexure-3

Details of Works mentioned in marking schedule by the Tenderer (last 5years)

Name of the tenderer:

Sr.No.	Name of Government Department/ SPV/SPA or Local Authority	Type of Work	Period Of Work	Remarks
1	2	3	4	9
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

Tel Nos. (O)(R)

E-mail:

Fax No:

(Authorized Representative of the Consultant)

Annexure-4

Details of Qualified Personnel available with the Consultant

Name of the tenderer:

Sr. No.	Name of Staff	Area of Expertise	Experience of execution of similar Works	Remarks
1	2	3	5	7
1				
2				
3				
4				
5				
6				

For Other staff the firm may attach separate annexure.

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

Tel Nos. (O)(R)

E-mail:

Fax No:

(Authorized Representative of the Consultant)

APPENDIX–2: FORMATS OF FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

(On letter head of the Consultant)

(To be put in Envelope2)

To,

**Chief Accounts & Finance Officer, Navi
Mumbai Municipal Corporation,
Navi Mumbai**

Sub: Inviting Tender for appointment of Chartered Accountants Firm as Consultants for Direct Tax, Indirect Tax, Accounting and preparation of financial statements and other related Functions of Navi Mumbai Municipal Corporation

Ref: Tender Notice No. NMMC/Accounts/01/2023-24

Sir,

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

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

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

Yours Faithfully,

For and on behalf of:

SCHEDULE OF SUMMARY PRICE PROPOSAL

Sr.No.	Description	Period	Basic Rate Per Period	Basic Rate Per Annum	GST on basic rate per annum	Total Rate per Annum
1	For Scope Related to GST	Per Month				
2	For Scope Related to PT	Per Month				
3	For Scope Related to IT	Per Quarter				
4(a)	For Scope related to Preparation of Financial Statement	Per Year				
4(b)	Changes in existing accounting software (software support) as per requirement of Corporation	One Time				
5	For Scope related to Financial Rating	Per Year				
6	For Scope Related to Data Migration	One Time				
7	Grand Total					

The quoted rate should be including conveyance, out of pocket expenses, overheads and relevant taxes applicable on date of submission of tender.

The grand total quote of the bidder will be considered for financial evaluation.

Rate per annum is applicable for all three year.

We understand that Municipal Corporation is not bound to accept any proposal that they may receive.

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

Tel Nos. (O)(R)

E-mail:

Fax No:

(Authorized Representative of the Consultant)

UNDERTAKING OF TENDERER
(On a Rs.500/- Stamp paper)

Having examined the tender documents including all the annexure, the receipt of which is hereby duly acknowledge, that we, the undersigned, state that the specifications, conditions, etc of this Tender have been carefully studied and understood by me / us before submitting this Tender. I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the conditions of the tender and I / we have based my / our commercial bid for the Tender and offer to undertake the work / supply / deliver (Description of Work / Goods / Services) in conformity with the said tender documents.

We agree to abide by this tender offer till and shall remain binding upon us and may be accept at any time before the expiration of that period.

Online payment No.....Dated.....from the Nationalised / Scheduled Bank at..... in respect of the sum of *Rs..... is herewith forwarded representing the Earnest Money. I / we agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the Tenders. (ii) Security Deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me/us in writing, unless the same or any part there of has been forfeited as aforesaid.

Should this Tender be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited EMD. Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bond to accept the lowest or any offer you may receive.

The information / documents submitted by us are true to our knowledge and if the information /documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the day of 20

Signature of Tenderer

Address

Signature of Witness

Address.....

Signature of Tenderer Signature of Authorized Person

Affidavit
(On a Rs.500/- Stamp paper)

I/We hereby state that we are aware of the provisions of section 10 (1) 10 (f) and (g) of the BMC Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporate of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

Extract of Sec 10 of BMC Act

10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.

10 (f) "Subject to the provisions of sub-section (2), has directly or indirectly, by himself for his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation".

10 (g) "Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned".

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its consequences.

Tenderer

Address.....

.....

Date the.....day of.....20

Signature of Tenderer

Witness

Address.....

.....

Date the.....day of.....20

Signature of Witness

Affidavit (on Rs.100/- Stamp Paper)

Name of Work:-

I.....age.....address.....(Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm

..... / authorized signatory and I am submitting the document in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper is found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

(Signature of contract)
(seal of company)