



**Notice Inviting Tender
(NIT) From
CHARTERED ACCOUNTANT FIRMS**

**DIRECTORATE OF ACCOUNTS
KHADI AND VILLAGE INDUSTRIES COMMISSION
3, IRLA ROAD, VILE PARLE (WEST), MUMBAI-400056**

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Notice Inviting Tender (NIT): The **Chief Executive Officer, Khadi and Village Industries Commission**, through Directors, Directorates of Accounts & Marketing, C.O. Mumbai of the Khadi and Village Industries Commission (KVIC), in the Directorate of Accounts & Directorate of Marketing, herein after referred to as 'the Authority, invites bids for entering into a contract for delivery of consultancy services as per the scope of work defined in this tender document from the qualified Chartered Accountant firms.

A. Basic Tender Details:

1) BID-DATA SHEET

Tender Number:	KVIC/ ACCOUNTS & MARKETING/2023-4/001	
Date:	13.10.2023	
Issue of Tender Forms	Tender Documents can be downloaded from KVIC website: www.kvic.gov.in/kvicsres/tender.php , and GeM portal: www.gem.gov.in .	
Bid processing fee	Bid processing fee of an amount of Rs.500/- only to be deposited in the following account.	
	Name of the Bank	State Bank of India
	Name of the Account	CEO KVIC Mumbai
	Branch	Vile Parle West Branch
	Account No.	30693240188
	IFSC Code	SBIN0000515
Estimated Tender Value	INR 50,00,000/- (Rupees Fifty Lakhs only) (for 3 years), subject to change as per the requirement of KVIC.	
Earnest Money Deposit (EMD)	EMD of Rs. 1,00,000.00 (Rupees One lakhs Only) may be submitted through A/c payee Demand Draft or Fixed Deposit Receipts or Payment online through NEFT/RTGS in the following Account :	
	Name of the Bank	State Bank of India
	Name of the Account	CEO KVIC Mumbai
	Branch	Vile Parle West Branch
	Account No.	38696818444
	IFSC Code	SBIN0000515
Submission of pre-bid queries	25.10.2023 upto 15.00 hrs.	
Pre-bid meeting	26.10.2023 at 15.00 hrs.	
Last Date of Submission of Tender	03.11.2023 upto 15.00 hrs.	
Opening of Tender	03.11.2023 at 16.00 hrs.	
Contact Person And Contact Address	Director (Accounts), Khadi & Village Industries Commission, 3, Irla Road, Vile Parle, West Mumbai-400 056	Director (Marketing), Khadi & Village Industries Commission, 3, Irla Road, Vile Parle(West) Mumbai-400 056
Contact Phone Number (s)	022-26714320/26714325	022-26716680
E-mail Address	accounts.kvic@gov.in	mkting.kvic@gov.in
Website	http://www.kvic.gov.in	
GeM Portal:	www.gem.gov.in	

2) TERMS OF REFERENCE

2.1 BACKGROUND

Khadi and Village Industries Commission (KVIC) is a statutory body created by an Act of Parliament (No.61 of 1956 and as amended by Act. No.12 of 1987 and Act. No. 10 of 2006). Established in April 1957, it took over the work of the former All India Khadi and Village Industries Board. It functions under the administrative control of the Ministry of Micro, Small and Medium Enterprises (MSME), Govt. of India.

OBJECTIVES

The board objectives of KVIC:

1. The social objective of providing employment;
2. The economic objective of producing saleable articles, and
3. The wider objective of creating self-reliance amongst the people and building up of a strong rural community spirit.

KVIC-NETWORK

KVIC functions with its **Central Office in Mumbai**, 45 State/Divisional/Sub Offices all over the Country, 6 Zonal Offices, 16 Departmental Training Centers, **7 Departmental Sales Outlets** and 6 Central Sliver Plants. KVIC proposes to engage a qualified Chartered Accountant Firm for assisting in the preparation of its Annual Account and other accounts related work.

2.2 SCOPE OF WORK

The scope of work to be executed by the CA firm is as follows:

2.2.1 Central Office – Directorate of Accounts/Audit.

- Preparation of the Annual Accounts of KVIC in the Common Format of Accounts as prescribed by the Ministry of Finance and Implementation of new changes if any, from time to time.
- Needful reference/guidance for preparation of various policies related to Accounts/Preparation of financials.
- To conduct transaction verification of the expenditure/vouchers.
- Suggestions for revision in the various formats.
- Ensuring compliances of all statutory obligations such as Income Tax, GST, Profession Tax etc.
- Guidance for preparation of Internal Audit guidelines and manual.
- Filing of TDS in respect of Central office & filing of GST return of Central office and offices in Maharashtra.
- To educate KVIC on Goods and Services Tax (GST) on introduction of new guidelines.

- To understand and comply with the GST Law as applicable to the KVIC.
- To assist and help KVIC to adopt the GST laws and rules in the systems
- To help the KVIC to align the accounting system on accrual method.
- Meeting the entire compliance requirement under GST.
- Aid in GST system readiness with valuable inputs and supports.
- To offer professional services with regard to assessments, adjudications and audits.
- To guide KVIC on any other queries on the GST.
- Any other relevant work related to maintenance and up-keeping of accounts of KVIC assigned from time to time.

2.2.2 For Khadi Gramodyog Bhavan (KGB) – Mumbai

- Total maintenance of KGB Mumbai accounts in tally and KIMIS software as per standard accounting practices observing rules & regulations including taxation and GST/TDS returns.

2.2.3 For Directorate of Marketing

- Preparation of Annual Accounts of Directorate of Marketing/Govt. Supply.
- Verifying cash book and ledger posting including the posting in party accounts to access the amount receivable/payable to any party.
- Preparation & submission of monthly bank reconciliation statement in 1st week of every succeeding month of the previous month.
- To reconcile the amount lying as un-identified under Government Supply (Marketing).
- Reconcile the ledger accounts of Government Supply with other Department Sales Outlets.

2.2.4 TEAM REQUIREMENTS

KVIC expects that the bidder has the required resources for carrying out the scope of work within the defined time frame. The indicative team composition for the above scope of work is mentioned below:

- i. Team Leader (Chartered Accountant with experience of more than 10 years) should visit KVIC at least twice in a week.
- ii. 2 Qualified Assistants (Chartered Accountant with experience in the field of taxation and accounts) should visit KVIC on day to day basis for overall control and coordination of the assignment.
- iii. Other Assistants (3 to 5 nos.) with experience in the field of taxation and accounts to be deployed in KVIC on day to day basis. The number of Assistants may increase depending on the quantum of work without any additional cost.

2.3 TIME PERIOD

The Chartered Accountant firm will be required to provide the desired services for a period of 3 (three) years, Notwithstanding anything contained herein above, KVIC reserves the right to discontinue the services of Chartered Accountant firm at any time during the period of contract, in the event their services are found or evaluated as unsatisfactory. The performance evaluation done by the KVIC is final and binding.

2.4 SUPPORT AND INPUTS FROM KVIC

The KVIC shall provide office space, computers/printers and other stationeries to the Chartered Accountant firm to perform its services.

2.5 PRE-QUALIFICATION CRITERIA

The Chartered Accountant firm eligible for the bidding process must satisfy the following eligibility criteria:

1. The Chartered Accountant firm should be based or have a branch in Mumbai.
2. The firm should be registered with the Institute of Chartered Accountants of India and C&AG empaneled partnership Chartered Accountant firm for statutory audits. They must have Income Tax Permanent Account Number (PAN) and GST Registration.
3. The Chartered Accountant firm should have at least three partners.
4. The firm should have been in operation for at least 5 years after its registration.
5. Average Annual Income (i.e. Average Gross Professional Fees) of the firm in the last 3 financial years ending on 31st March 2022 must be equal to or more than Rs.50 (Fifty) lakhs.
6. The firm should have experience in Maintenance/Preparation of Accounts during the last five years. However, preference will be given to Chartered Accountant Firms having experience in Government/Statutory Organization/Autonomous Bodies/PSUs etc.
7. The firm should not have been disqualified/ blacklisted by any Government Organization/PSU/Autonomous body or by the ICAI in the last 7 years.

2.6 PRICES & PAYMENT TERMS

The payment shall be made against the services provided by firm as per the nature of work, subject to the following terms and conditions:

1. The payment during the entire contract period shall be made in accordance with the financial bid submitted by the selected bidder and accepted by KVIC.
2. **Contract price:** The Contract Price is outlined in the Contract and its breakdown is provided in **Annexure B** and the total payment under this contract shall not exceed the contract price. Any changes to the Contract price specified in the contract can be only made if the parties agreed to the revised scope and amended the Terms of Reference. However, it is the pure discretionary decision of the Commission to make any changes in the contract price (if any). In addition to the

contracted price, if the officials of the contracted Chartered Account Firm needs to travel/tour for official work to any other city or places from the head quarter i.e. Central Office, Mumbai of KVIC, the concerned official shall be entitled for tour/travel allowances equivalent to L-11 officer of KVIC for qualified Chartered Accountant and L-4 staff of KVIC for interns. All rules and regulations of the official tour/travel shall be applicable for such officials.

Price: The price for the finalization of the selection of the bidder shall be for 3 years. The figures up to two decimal places shall be considered and rounding off shall be done as per the standard mathematical rules.

MODEL FINANCIAL BID OF FIRM “M”

Sl. No.	Description of Fees	Fees		Payment Schedule
		Rupees in Figure	Rupees in words	
A.	Professional Fees for 3 (three) years	INR 80.00	Indian Rupees Eighty and Zero Paise only.	The service Provider will raise the quarterly bills in duplicate on submission of the quarterly Report as per scope of work
B.	Add: all applicable taxes.	INR 20.00	Indian Rupees Twenty and Zero Paise Only	
C.	Total Fees to be paid (including Tax) (A+B) for 3 years.	INR 100.00	Indian Rupees One Hundred and Zero Paise only.	

3. **Taxes and Duties:** The Chartered Accountant Firm/Consultant shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the services. The KVIC shall deduct from all payments and deposits required taxes to respective authorities on account of GST Reverse Charge Mechanism, Tax Deducted at Source (TDS), and Tax Collected from Source (TCS) relating to Income Tax, labour cess etc. Payment of GST under the contract shall be made as per the provision of GST Act, Rules, Regulations and Guidelines issued by the respective authorities time to time.
4. **Statutory Variation Clause:** The GST rates shall be fixed during the signing of Contract. The rate fixed shall be applicable for the period of contract. Any increase in the rates of the GST shall be borne by the Chartered Account Firm/Consultant, however, the benefits of any reduction in the GST rates must be

passed on to KVIC during the original period of contract.

5. **No other claims due to variations:** With the payment of such variations, no additional individual claim shall be admissible on account of the fluctuations in the market rates, increase in taxes/any other levies/tolls etc.
6. KVIC reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the KVIC will be the final and binding in this regard.
7. The Chartered Accountant Firm/Consultant will raise the quarterly bills in duplicate. On submission of the quarterly report as per scope of work to KVIC, all the payments (to Chartered Account Firm/Consultant will be made through EFT (Electronic Fund Transfer) or Cheque only. The Chartered Accountant Firm/Consultant shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer).
8. **Withholding and lien in respect of sums claimed:**
Whenever any claim or claims for payment of a sum of money arises against the Chartered Accountant Firm/Consultant, out of or under the contract, the KVIC shall be entitled, and it shall be lawful on its part, to withhold and also to have a lien to retain such sum or sums, whole or part pending finalization or adjudication of any such claims from any security or retention money deposited by Chartered Accountant Firm/Consultant or any sum payable to the consultant under the same contract or any other contract with the KVIC if the security is insufficient or if no security has taken from the Chartered Accountant Firm/Consultant.
9. **No Advance payment** shall be made by KVIC to the Chartered Accountant Firm/Consultant.
10. **Final Payment:** The final payment of the last quarter of the contract shall only be made after the final report/deliverables and a final invoice, identified as such, shall have been submitted by the Chartered Accountant Firm/Consultant and approved as satisfactory by KVIC. Completion certificate/Final Payments shall be made only after all files/documents and other relevant materials have been returned to the KVIC.
11. **No Claim Certificate and Release of Performance Bank Guarantee/Contract Securities:** The Chartered Accountant Firm/Consultant shall submit a "No Claim Certificate" to the KVIC after the services is finally accepted and before the final payment/performance securities are released. The KVIC shall release the performance bank guarantee/contract securities without any interest if no outstanding obligation, asset, or payments are due from the Chartered Accountant Firm/Consultant. The Chartered Accountant Firm/Consultant shall

not be entitled to make any claim whatsoever against the KVIC under or arising of the contract, nor shall KVIC entertain or consider any such claim, if made by the Chartered Accountant Firm/Consultant, after the firm have signed “No Claim” certificate in favour of KVIC. The Contractor shall be debarred from disputing the correctness of the items covered by the “No Claim Certificate” or demanding arbitration.

12. Post Payment Audit:

Notwithstanding the issues of Completion Certificate and release of the final payment, the KVIC shall reserve the right to carry out with one year from the date of release of the final payment, a post-payment audit and/or technical examination of the services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Chartered Accountant Firm/Consultant is discovered due to such examination, KVIC shall claim such amount from the Chartered Accountant Firm/Consultant.

13. Suspension of Payments:

The KVIC, may by written notice of suspension to the Chartered Accountant Firm/Consultant, suspend part or all payments to the Chartered Accountant Firm/Consultant, if the Chartered Accountant Firm/Consultant fails to deliver the services as per the terms and conditions of the contract including the non-rectification of notified defects in the services/deliverables provided that such notice of suspension (i) shall specify the nature of failure, and (ii) shall request the consultant to remedy such failures within a period not exceeding 30 calendar days after receipt by the Chartered Accountant Firm/Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

14. Payment against the time barred claims:

In accordance with the Limitation Act 1963, all the claims against the KVIC shall be legally time barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. The KVIC is entitled to, and it shall be lawful to reject such claims.

2.7 PERFORMANCE SECURITY

The successful bidder will be required to deposit **3%** of the bid amount towards Performance Security in the form of A/c Payee Demand Draft in favour of **Chief Executive Officer, KVIC** payable at **Mumbai** or Bank guarantee from any Scheduled Commercial Bank **in an acceptable form** as per the format provided in **Annexure C** or Online Payment through EFT with necessary UTR No. with acceptance of the offer letter. No interest will be paid on the Performance Security by the KVIC. In case of the non-performance/underperformance or withdrawal from the tender process after finalizing/adjudging as successful bidder by the Chartered Accountant firm, the proportionate or whole performance security will be forfeited by the KVIC. The decision of the KVIC in this regard is final and binding.

2.8 SUB-CONTRACTING

The selected Chartered Accountant Firms/Consultant shall not subcontract the part or whole of the Services to Sub-Consultant.

2.9 FRAUD AND CORRUPT PRACTICES:

The Applicants and their respective officers, employees and agents shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, KVIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, KVIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, towards compensation and damages payable to the KVIC for, *inter alia*, time, cost and effort of the KVIC in regard to this document, including consideration and evaluation of such Applicant's Proposal.

2.10 PENALTIES

If the firm or the Partner thereof is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the details gathered during the audit assignment to other parties without permission of the Commission, non-observation of instructions given by the Commission, unauthorized retention of records of the Commission, violating the terms and conditions of this assignment, indulging in malafide practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the Commission or in case of delay in carrying out the work, penalty at the rate of 1% per week of the total billing amount limited to 10% of fee may be levied.

2.11 CONFLICT OF INTEREST

The Chartered Account Firm/Consultant must provide professional, objective, and impartial advice, holding the Commission's interest paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should avoid conflict with other assignments or their corporate interest. The Chartered Account Firm/Consultant must disclose to the Commission in the covering letter the actual or potential conflict that impacts its capacity to serve the best interest of the KVIC. Failure to disclose such situations shall be treated as violation of Code of Ethics and shall attract penalties therein. Proposal found to have conflict of interest shall be rejected as non-responsive.

2.12 SETTLEMENT OF DISPUTES/ARBITRATION

- a. “If any dispute (s) or difference (s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CEO, KVIC, Mumbai.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to arbitration.
- c. The arbitration proceeding shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- d. The venue of the arbitration shall be Mumbai, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The award of the Arbitrator shall be binding upon both the parties to the Agreement”.

2.13 DEFAULT, BREACHES, TERMINATION, AND CLOSURE OF THE CONTRACT

2.13.1 Termination due to Breach, Default, and Insolvency

2.13.1.1 Defaults and Breach of Contract

In case of Chartered Accountant Firm/Consultant undergoes insolvency or receivership, neglects or defaults or express inability or disinclination to honour his/her obligations relating to the performance of the contract or ethical standards or any other obligation that substantially affects the KVIC’s rights and benefits under the contract, it shall be treated as **breach of contract**. Such defaults could inter alia:

- 1) **Defaults in performance and obligation:** If the Chartered Accountant Firm/Consultant fails to deliver any or all of the Services or fails to perform any contractual obligations (including the Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) for the period of 3 years from the signing of the date of Contract granted by the KVIC.
- 2) **Insolvency:** If the Chartered Accountant Firm/Consultant shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceedings for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act, or
- 3) **Liquidation:** If the Chartered Accountant Firm/Consultant is a company being wound up voluntarily, or by order of Court or a Receiver, Liquidator or Manager on behalf of Debenture holders is appointed, or circumstances shall have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or Manager.

2.13.1.2 Notice for Default

As soon as a breach of contract is noticed, a show cause 'Notice of Default' shall be issued to the Chartered Accountant Firm/Consultant, giving two weeks' notice, reserving the rights to invoke contractual remedies. After such show cause notice, all payments of the Chartered Accountant Firm/Consultant would be suspended to safeguard needed recoveries due to invoking contractual remedies.

2.13.1.3 Remedies for Breaches/Default

In the resolution of the unsatisfactory resolution of the "Notice for Default" within two weeks of its issue, the KVIC, if so decided shall

1. Take one or more of the following contractual remedies.
 - a. Recover liquidated damages and invoke a denial clause for delay.
 - b. In the case of Joint Venture/Company, KVIC may call upon the Lead Member to assign the work of the defaulting members to any equally competent party acceptable to the KVIC.
 - c. Temporarily withhold payments due to the Chartered Accountant Firm/Consultant till the recoveries due to invocation of other contractual remedies are complete.
 - d. Encash and/or forfeit performance bank guarantee or contractual securities.
 - e. Prefer claim against the insurance, if any.
 - f. Terminate the Contract for default, fully or partially, including its rights for Risk-and-Cost Procurement.
 - g. Initiate proceedings in a court of law for transgression of law, tort, and loss not addressable by other remedies above.
2. By written Notice of Termination for Default sent to the Chartered Accountant Firm/Consultant, terminate the contract in whole in part, without compensation to the Chartered Accountant Firm/Consultant.
 - a. Such Termination shall not prejudice or affect the rights and remedies, which have accrued and/or may accrue to the KVIC after that.
 - b. Unless otherwise instructed by the KVIC, the Chartered Accountant Firm/Consultant shall continue to perform the contract to the extent not terminated.
 - c. All Defect Liability obligations, if any, shall survive despite the termination.
3. **Risk and Cost of Procurement:** In addition to termination for default, KVIC shall be entitled, and it shall be lawful on his part, to procure services similar to those terminated, with such terms and conditions and in such a manner as it deems fit at the "Risk and Cost" of the Chartered Accountant Firm/Consultant. Such Risk and Cost must be contracted within nine months from the breach of contract.

2.13.1.4 Limitation of Liability

Except in case of criminal negligence or willful misconduct, the aggregate liability of the Chartered Accountant Firm/Consultant to the KVIC, whether under the contract, or tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Chartered Accountant Firm/Consultant to indemnify the KVIC concerning IPR infringement.

2.13.2 Termination for Default/Convenience of KVIC or Frustration of Contract

2.13.2.1 Notice for Determination of Contract

1. The KVIC reserves the right to terminate the contract, in whole or in part, for its convince or frustration of Contract as per sub clause below, by serving **15 days 'Notice for Determination of Contract'** on the Chartered Accountant Firm/Consultant at any time during the currency of the Contract.
2. Such determination/termination shall not prejudice or affects the rights and remedies accrued and/or shall accrue after that to the Parties.
3. Unless otherwise instructed by the KVIC, the Chartered Accountant Firm/Consultant shall continue to perform the contract to the extent not terminated.
4. All Defect Liability obligations, if any, shall survive despite the termination.

2.13.2.2 Frustration of Contract

1. **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of Force Majeure clause or within the scope of Section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable time frame, the affected party shall give a 'Notice of Frustration Event' to other party giving justification. The parties shall use a reasonable effort to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, KVIC shall issue a 'Notice of Determining the Contract' and terminate the contract due to its frustration, as in the sub-clause above.
2. However, the following shall not be considered as such a supervening cause
 - a. Lack of commercial feasibility or viability or profitability or availability of funds.
 - b. If caused by either party's breach of obligation under this contract or failure to act in good faith or use commercial reasonable due diligence to prevent such an event.

2.13.3 Closure of Contract

2.13.3.1 Unless terminated as above sub clause, the contract shall expire:

1. At the end of 3 years from the date of signing of agreement,
2. Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

2.13.3.2 Cession of Rights and Obligations

Upon termination of the Contract or expiration of contract, all rights and obligation to the parties shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality.

2.14 PROFESSIONAL LIABILITY

The Chartered Account Firm/Consultant is expected to **carry out its/his assignment with due diligence and in accordance with the prevalent standards of the profession. As the Chartered Account Firm's/Consultant's professional liability to the KVIC is governed by the Indian Contract Act and other applicable laws, but not limited to (i) Chartered Account Firm/Consultant's gross negligence or willful misconduct, (ii) the Chartered Account Firm/Consultant's liability to the KVIC in no case not less than total value of the contract (iii) any loss caused to KVIC due to the gross negligence or willful misconduct.**

The Chartered Accountant Firm/Consultant shall be liable for any professional error, omissions, or negligent acts arising from the performance of professional services rendered. Professional services include as per the scope of work mentioned in this NIT, but are not limited to, preparation of annual accounts, GST and related services, consultancy, advisory, or any other specialized services provided by the Chartered Accountant Firm/Consultant. The Chartered Accountant Firm/Consultant shall exercise the level of skill, care, and diligence that is commonly exercised by professionals in the same field under similar circumstances. The Chartered Accountant Firm/Consultant shall comply with all applicable laws, regulations, codes, and industry standards relevant to the provision of the professional services. The Chartered Accountant Firm/Consultant shall indemnify and hold harmless the Khadi and Village Industries Commission, its officers, employees, agents, and representatives from any claims, damages, losses, liabilities, costs, or expenses arising out of or in connection with any professional errors, omissions, or negligent acts committed by the contractor or its employees while performing the professional services. The liability of the Chartered Accountant Firm/Consultant for any claims arising out of professional errors, omissions, or negligent acts shall be limited to the total value of the contract This limitation of liability shall apply regardless of the form of action, whether in contract, tort, or otherwise.

2.15 LEGAL JURISDICTION

For any litigation concerning the assignment, courts in Mumbai alone shall have exclusive jurisdiction.

The agreement being executed between KVIC and the CA firm will be as per draft contract form provided at **Annexure-E**.

3 SUBMISSION AND EVALUATION OF THE TENDER

3.1 SUBMISSION OF TENDER

Khadi & Village Industries Commission (KVIC), MUMBAI **invites open tenders through GeM Portal- www.gem.gov.in. All prospective bidders are expected to refer the website www.gem.gov.in for any updates on regular interval until the closing day of submission of the bid.**

Technical Bid and Financial bid should be uploaded in two separate pdf format as “**Technical Bid**” and “**Financial Bid**” respectively. The Technical Bid would be opened first. The Financial Bid would be opened only in the case of those vendors/bidders, who qualify the technical evaluation and meet the requisite parameters laid down in the tender documents by the KVIC.

The bidder may apply for Technical bid as per Application format part -I at **Annexure-A & (A1, A2, A3, A4), C & D** and shall be uploaded in pdf format & submit in technical cover. Supported documents in this regard like EMD, Technical Specification, valid GST certificate, Commercial terms & conditions, other bid documents duly signed & sealed, Indigenous Certificate, organizational profile, balance sheets and profit & loss accounts for last three years, certificate and proof as per Eligibility criteria as well as brochure, literature etc. may please be attached along with Technical bid. The Financial bid Part-II will be filled as per **Annexure-B** and shall be uploaded in pdf format & submitting financial cover. The prices/rates quoted should be indicated in words as well as in figures and in INR only.

All the pages of the Tender documents including the annexures and copy of certificates/document should invariably be signed by the authorized person of the Firm.

3.2 TENDER FEES AND EARNEST MONEY DEPOSIT

3.2.1 Bid processing fee of an amount of Rs.500/- only to be deposited in the following account.

Name of the Bank	State Bank of India
Name of the Account	CEO KVIC Mumbai
Branch	Vile Parle West Branch
Account No.	30693240188
IFSC Code	SBIN0000515

3.2.2 Bid Security related documents

- 1. Earnest Money Deposit (EMD) as Bid Security:** The Chartered Account Firm/Consultant shall provide the Bid Security as EMD of the tender value i.e. INR 1,00,000/- The EMD shall be deposited in any of the following modalities with validity of 75 days in favour of CEO, KVIC payable at Mumbai:
 - a. Account Payee Demand Draft or
 - b. Fixed Deposit Receipts or
 - c. Bank Guarantee from/confirmed by any of the Commercial Bank in the specified format or
 - d. Payment online through NEFT/RTGS in the aforementioned account. Copy of NEFT/RTGS form with UTR Nos. need to be uploaded to confirm the payments.
- 2. Forfeiture of EMD:** EMD shall be forfeited of the Chartered Account Firm/Consultant breaches any of the following obligation(s) under the RfP:
 - a. withdraws or amends his proposal or impairs or derogates from the proposal in any respect with the period of bid validity.
 - b. refuse to or fails to submit the required documents for scrutiny or the required Performance Security within the stipulated time as per contract.
- 3. Return of EMD:** Unsuccessful Chartered Account Firm/Consultant's EMD shall be returned to them without interest not later than 30 days after the conclusion of the resultant contract. Successful Chartered Account Firm/Consultant's EMD shall be returned without any interest after receipt of performance security from them.

3.2.3 EMD Exemption

No EMD exemption shall be provided as the intended service does not fall under the definition of 'Primary Service'.

3.3 TENDER QUERIES/Pre-bid Meeting

The interested firms may seek clarification on Tender document from the Director (Accounts) and or Director (Marketing) regarding the tender. The Annual Accounts of KVIC may be seen on the website of KVIC. The Prospective bidder is expected to send their queries/ suggestions through e-mail:- accounts.kvic@gov.in on or before 25.10.2023.

3.4 LAST DATE OF SUBMISSION OF TENDER

Last date of submission of the Tender is **03.11.2023** up to **15.00 hours**.

3.5 DATE OF OPENING OF TENDER

The Tender will be opened for technical evaluation on **03.11.2023 at 16:00 hours** in office of the Jt. CEO, KVIC or any place fixed by KVIC within the campus of C.O., KVIC. The authorized representatives must carry authorization letter to attend the bid opening, if they desire to remain present. The date of opening of financial bids will be communicated later.

3.6 EVALUATION OF TENDER

The Tender will be evaluated by Tender evaluation committee constituted by KVIC. The detailed evaluation method for Prequalification-cum-Technical and Financial bids is specified below. The technical and financial bid will be given weightage of 60% and 40% respectively. In case of non-fulfillment of the minimum criteria in each category of the technical bid, the bid of the respective bidder shall be summarily rejected. The combined score of technical and financial bids will be taken into consideration for finalizing the firm for award of contract. The firm scoring maximum marks will be declared successful. However, mere scoring of maximum marks does not entitle the firm for award of contract.

3.7 VALIDITY OF BIDS: 75 DAYS

4 EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL

Technical and financial bids of all the firms, which meet the prequalification criteria, would be taken up for detailed evaluation as per the technical and financial bid evaluation criteria. Each firm meeting the pre-qualification criteria would be evaluated and given technical score out of 60 marks and financial score out of 40 marks. Those firms, who do not meet the pre-qualification criteria, shall not be evaluated.

Technical and Financial Evaluation Criteria

01.	Firm's Experience		40
	1.1: Firm's Existence in years after its registration		10
	1.1.1: 5 Years – 7 years	5	
	1.1.2: > 7 Years – 10 years	7	
	1.1.3: > 10 Years	10	
	1.2: Average Annual Income of the Firm (in the last 3 financial years) ended on 31st March 2022		10
	1.2.1: Rs.50 Lakhs – Rs.75 Lakhs	5	
	1.2.2: > Rs.76 Lakhs – Rs.100 Lakhs	7	
	1.2.3: Above Rs.100 Lakhs	10	
	1.3: Experience of handling Internal Audit/Maintenance/Preparation of Accounts of during the last five years.		20
	1.3.1: 1 – 3 Organizations (total)	10	
	1.3.1.1: 1 to 3 Private Organizations only	7	
	1.3.1.2: At-least one or more up to 3 Govt./Statutory/Autonomous/PSUs organization etc.	10	
	1.3.2: 4 - 6 Organizations (total)	15	
	1.3.2.1: 4-6 Private Organizations only	12	
	1.3.2.2: At-least 4 or more up to 6 Govt./Statutory/Autonomous/PSUs organizations etc.	15	

	1.3.3: > 6 Organizations (total)	20	
	1.3.3.1: More than 6 Private Organizations	17	
	1.3.3.2: Six or more Govt./Statutory/Autonomous/PSUs organizations etc.	20	
02.	Key Experts and Manpower		20
	Number of Partners' in the Firm		
	3 Partners (FCA/ACA)	5	10
	> 3 –4 Partners (FCA/ACA)	7	
	> 5 Partners(FCA/ACA)	10	
	Number of paid staff (Full Time) on the roll of establishment		10
	10 - 15 Staff	5	
	16 - 25 Staff	7	
	>25 Staff	10	
03.	Total Technical Score (01+02)		60
04.	Score on Financial Proposal		40
	Grand – Total (03+04)		100
<p><u>Formula for calculation of Financial Proposal</u></p> <p>The lowest evaluated financial proposal will be given maximum score of 40. The score of other firms would be calculated as per the formula:</p> <p>F (other than lowest bidder) = (price quoted by lowest bidder/ price quoted by the bidder) X 40</p>			

PRE-QUALIFICATION-CUM-TECHNICAL BID

S. No.	Criterion	Firm's Strength& Capacity	
1.	The firm should be based or have a branch in Mumbai. <i>(Submit supporting document regarding address)</i>	Name of the Firm	
		Address of the Firm	
		Address of Branch at Mumbai	
		Name and address of the authorized official	
		Telephone No.: Mobile: E-mail ID:	
2.	The Chartered Accountant firm should be registered with The Institute of Chartered Accountants of India. They must have Income Tax Permanent Account Number (PAN) and GST Registration; <i>(Provide all registration certificates)</i>	If registered then mention Registration Number	
		PAN of the Firm	
		GST Registration No.	
3.	The firm should be empaneled with Comptroller & Auditor General of India (C&AG) <i>(Provide registration certificate)</i>	Empaneled with C&AG C&AG Registration No.:	Yes/ No.:
4.	The firm should be in operation for at least 05 years after its registration <i>(Provide necessary evidence)</i>	Year of Registration/ Starting of operation	
		Nos. of years in operation after registration (in years)	

5.	<p>Average Annual Income of the firm for the last 3 (three) years ending on 31st March, 2022 [Must be equal to or greater than Rs.50 (Fifty) Lakhs]</p> <p>[Provide copies of the Audited Financial Statements viz. Balance Sheet, Profit and Loss Statement and Annual Turnover Statement for all the 3 (Three) years upto 31st March, 2022 along with a Certificate in A-1 proforma as per annexure]</p>	<p>Average Annual Income (i.e. Average Gross Professional Fees received / earned) of the CA Firm in last 3 (three) years ending on 31st March, 2022)</p> <p>Rs(in figure)</p> <p>Rs.(in words) </p>
6.	<p>The firm should have Experience of Maintenance/ Preparation of Accounts of Organization during the last five years.</p> <p>(Details to be provided in proforma A-2. Attach copies of works order/ works completion as evidence)</p>	<p>Nos. of Organizations where similar Service was provided in the last 5 (Five) years</p> <p>Nos.in words)..... </p> <p>Nos. (in figure)</p>
7.	<p>Firm should have minimum 3 (Three) partners</p> <p>(Submit the proof of the Ownership pattern & registration certificates along with details of the Chief Functionary (s) of the CA firm provided in Performa A-3)</p>	<p>Nos. of Partners</p> <p>Nos. (in words) (in figure) </p>

8.	Nos. of Payroll staff(Full Time)/ Article ship incumbent/ Apprentices (Submit the proof of Payroll staff/articleship/apprentices marks sheet or any other supporting documents in proforma A-4)	i) No. of Payroll Staff (Full Time) : ii) Nos. of Article-ship Incumbent : iii) Nos. of Apprentice :
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Certified that the above particulars are true and correct. In the event of any information found to be incorrect, the KVIC is at liberty to reject the proposal of the CA Firm.

SEAL:

Signature :

Date:

Name & Designation:

PROFORMA : A1

Details of Firm's Professional Income [Gross Professional Fees earned]

Particular	Financial Year 2019-2020	Financial Year 2020-2021	Financial Year 2021-2022	Average Annual Income
Annual Income* (Rs. In Lakhs)				

* Furnish the Audited Accounts of the Firm along with copy of the acknowledgement of Income Tax return for the all 3 (three) years

SEAL:

Signature :

Date:

Name & Designation:

PROFORMA : A2**Details of Firm's Experience of Similar Services [During last 5(five) years]**

Sl. No	Name of the Organization	Mention whether the Client is Govt. organization/ Statutory Organization/PSU /Autonomous Bodies/Private Entity.	Duration of the Project [Start date / End date]	Nature of the Assignments & services provided (Please specify whether the work involved Maintenance/ Preparation of Accounts)	Nature of the supporting Documents provided.#
1.					
2.					
3.					
4.					
5.					

* Furnish the copy of the documentary evidence in support of the information provided above.

If required, add/append a page in this format.

Note: # Supporting documents include Work Order & Completion Certificate.

SEAL:

Signature :

Date:

Name & Designation:

PROFORMA: A3

Details of Firm's Partners, Name and Registration Nos.

S1. No	Name of the Member	Designation	Membership No.	Status (FCA/ACA)	Supporting Documents Enclosed.
1.					
2.					
3.					
4.					
5.					

*** *Furnish the copy of the documentary evidence in support of the information provided above. If require, add/append a page in this format***

SEAL:

Signature :

Date:

Name & Designation:

PROFORMA: A4

**Details of Payroll Staff (full time), Article ships/Apprenticeships/Internships etc.,
Name and Mark sheet details or any other relevant supporting documents.**

Sl. No	Name of the Member	Designation	Supporting documents details	Supporting Documents Enclosed.
1.				
2.				
3.				
4.				
5.				

*** *Furnish the copy of the documentary evidence in support of the information provided above. If require, add/append a page in this format***

SEAL:

Signature :

Date:

Name & Designation:

FINANCIAL BID:

Sl. No.	Description of Fees	Fees		Payment Schedule
		Rupees in Figure	Rupees in words	
A.	Professional Fees for 3 years			The service Provider will raise the quarterly bills in duplicate on submission of the quarterly Report as per scope of work
B.	Add: all applicable taxes.			
C.	Total Fees to be paid (including Tax) (A+B) for 3 years.			
D.	Average Price of three years i.e. (C/3)			

N.B.: Please refer sample financial bid form for ready reference in clause 2.6 sub clause 2 of Notice Inviting Tender.

(i) Deductions shall be made by the KVIC as per statutory rates & norms wherever applicable.

We undertake that the rates quoted above by us will not change during the Contract period and accept the payment schedule as described in the appropriate column.

SEAL:

Signature :

Date:

Name & Designation:

ANNEXURE-C

Bank Guarantee Format for Earnest Money Deposit

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Should be submitted as part of Technical Bid. Non-submission of EMD or Bank Guarantee for EMD shall be considered as non-responsive bid and summarily rejected.)

Ref :

Bank Guarantee No.....

Date.....

To

The Chief Executive Officer,
Khadi and Village Industries Commission,
Ministry of MSME, Govt. of India,
Gramodaya, 3, Irla Road, Vile Parle (W),
Andheri (East), Mumbai-400056.

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Chartered Accountant Firm/Consultant, hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no date..... (hereinafter called “the Tender”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without

your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

ANNEXURE-D

Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

Ref:
No.....

Bank Guarantee

Date.....

To
The Chief Executive Officer,
Khadi and Village Industries Commission,
Ministry of MSME, Govt. of India,
Gramodaya, 3, Irla Road, Vile Parle (W),
Andheri (East), Mumbai-400056.

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Chartered Accountant Firm/Consultant, hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of
.....(amount of the guarantee in words and figures i.e. 3% of the contract value), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

1. Draft Contract Form

(To be signed on a stamp paper of Rs. 100/-)

This agreement (hereinafter called the "Agreement") is made on the < <day> > day of
< <month> >, 2023

BETWEEN

Directorate of Accounts, Khadi and Village Industries Commission, having its registered office at **3, Irla Road, Vile Parle (West), Mumbai-400056**. (hereinafter referred to as "**KVIC**", which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, heirs and permitted assigns) of ONE PART

AND

M/s, Chartered Accountant incorporated in India under the Companies Act and having its registered office at and place of business athereinafter referred to as the "**CA Firm**", which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, heirs and permitted assigns) of the SECOND PART;

WHEREAS **KVIC** is desirous that the "**CA Firm**" should deploy qualified Chartered Accountants and Interns as per the Scope of work for **KVIC**.

AND WHEREAS **KVIC** invited bids from the various agencies vide its RFP No. dated (hereinafter referred to as the **RFP**).

AND WHEREAS the "**CA FIRM**" is in the business of Chartered Accountancy vide its bid dated for the said **Scope of Work** in response to **KVIC's** RFP referred to earlier.

AND WHEREAS **KVIC** is willing to engage the "**CA Firm**" for the said **Project** on the terms and conditions set forth in this **Contract**.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this **Contract**, **KVIC** and the "**CA FIRM**" mutually agree and confirm the agreement detailed herein and witnessed as follows:

1. DEFINED TERMS

Capitalized terms shall have the following meanings, or the meanings assigned to them in the other clauses of this **Contract**:

"Bid" shall mean the proposal/document dated that the **"CA FIRM"** submitted in the response to the RFP and any corrigendum/modifications thereto.

"Contract Period" shall mean the period from which is date of work order under this Contract till i.e. Months.

"Party" shall mean **KVIC** or the **"CA FIRM"**, as the case may be, and **"Parties"** shall mean both, **KVIC** and the **"CA FIRM"**.

"Sub-Contractors" shall mean the person or legal entity named in this **Contract** undertaking part of the work or any person/ entity to whom a part of **Contract** has been sublet with the consent in writing of **KVIC** and shall include its heirs, legal representatives, successors and permitted assigns.

"Related Services" shall mean all the services specified in this **Contract** including other related / necessary services that may be required to complete this **Contract**. The definition would also include other related/ancillary services that may be required to execute this **Contract**.

"Completion" shall mean the completion of all the Related Services by the **"CA FIRM"** as per the terms and conditions specified in this **Contract**.

"Delivery" shall mean the delivery of Related Services from the **"CA FIRM"** to the **KVIC** and acceptance thereof in accordance with the terms and conditions specified in this **Contract**.

2. INTERPRETATION

In this **Contract**, unless stated to the contrary, the following shall apply:

Words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

The clause headings are for convenient reference only; otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to

the same from time to time; A word in the singular includes the plural and a word in the plural includes the singular; A word importing a gender includes any other gender; A reference to a person includes a partnership or a body corporate; A reference to a legislation shall also include any legislation that repeals, replaces or amends that legislation; Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

3. ENTIRE AGREEMENT:

The following documents/section of document (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this **Contract**, viz.:

- a. The complete RFP Document with Corrigendum
- b. "**CA FIRM**" Technical and Financial Bid in response to the RFP;
- c. The Letter of Intent (LOI) to the "**CA FIRM**";
- d. Acceptance of LOI Notification by the "**CA FIRM**"
- e. Performance Bank Guarantee;

In the event of any discrepancy or inconsistency within the **Contract** documents, then the documents shall prevail in the order listed above.

RFP (.....), Bid document of "**CA FIRM**" and LOI issued by KVIC shall become integral part of contract and be accepted by both parties in totality.

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 other statement, representation, promise or agreement not set forth herein.

Modifications or Variations:

Any modification or variation of the terms and conditions of this **Contract**, as well as any modification or variation in the scope of work, may only be made by a written agreement duly signed by both the Parties.

4. SCOPE OF WORK

The scope of work for the "**CA FIRM**" under the Project will be as per RFP.

5. PROJECT IMPLEMENTATION

The "**CA FIRM**" is responsible for delivery of the Related Services as per the Scope of Work given in RFP for satisfactory and successful completion of the **Project**. The "**CA FIRM**" shall

ensure availability of adequate and competent resources and provide on-site / off-site support for successful completion of the Project within scheduled time and of assured quality.

6. LEGAL RELATIONSHIP

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between KVIC and the "CA FIRM". The "CA FIRM" subject to this Contract has complete responsibility of its personnel in performing the services under the Project from time to time. The "CA FIRM" shall be fully responsible for the services performed by it or any of its personnel on behalf of the CA FIRM.

7. DURATION OF CONTRACT

The contract will be for the period from the date of this Contract to completion of the work as per RFP, which shall be for a period of 3 (three) years from the date of work order.

8. PAYMENT SCHEDULE & TERMS OF PAYMENT

The payment schedule & terms of payment for "CA FIRM" under the **Project** will be as per RFP.

9. TAXES & DUTIES

The payment to be made by KVIC with "CA FIRM" as per the financial bid and RFP is inclusive of all duties/taxes/levies as on the date of this Contract.

10. APPLICABLE LAW

Applicable Law means and includes the laws and any other instruments having the force of law in India as may be issued and in force from time to time. This **Contract** shall be interpreted in accordance with the laws of India.

11. GOVERNING LANGUAGE

All correspondence and other documents pertaining to this **Contract** exchanged by the Parties shall be written in English. English shall be the binding and controlling language for all matters relating to the meaning and interpretation of the documents in this **Contract**.

12. PERFORMANCE GUARANTEE

The "CA FIRM" has provided a security deposit vide DD no.....
(.....) dated issued for Rs./-

After the expiry of the Contract Period and the successful completion of the said Contract, the Security Deposit shall be returned to the "**CA FIRM**" within 90 days.

In the event of this **Contract** being determined or rescinded under the provision of any of the Clauses/Conditions of this **Contract**, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of **KVIC**.

13. LIQUIDATED DAMAGES

There shall be a penalty for non-adherence to the time schedule prescribed in RFP, unless the delay is shown to be for the reasons beyond the control of the CA FIRM. The CA FIRM will be given an opportunity to explain the delay.

For every week of delay in carrying out the work a penalty at the rate of 1% per week of the total bill limited to 10% of fee may be levied.

14. TERMINATION

It shall also be lawful for the Commission to terminate the contract at any time without assigning any reason and without being liable for loss or damage which the firm may suffer by reason for such termination, by giving the firm 15 days' notice in writing by the Directorate of Accounts for such termination. Any such termination shall be without prejudice to any other right of the Commission under this contract.

If the firm decides to terminate the contract before the end of contractual period, the firm has to give an advance intimation of at-least 60 days. If the firm terminates the contract without prior notice of 60 days, then the entire permanent security deposit amount will be forfeited.

15. MERGER or ACQUISITION

In case of merger or acquisition or major stake sale by CA FIRM, prior consent shall be taken by CA FIRM from KVIC. All terms & condition of this contract shall be applicable to the company in which CA FIRM is merged or the company who has acquired the CA FIRM.

16. SURVIVAL

The clauses of this **Contract**, which by nature are intended to survive termination of this **Contract**, shall remain in effect after such termination.

17. **FORCE MAJEURE**

For the purpose of this **Contract**, "Force Majeure" means an event which is beyond the reasonable control of **KVIC** or **CA FIRM**, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder 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 extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the control of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required under this **Contract**.

The failure of **KVIC** or the **CA FIRM** to fulfill any of its obligations shall not be considered to be a breach of, or default under, this **Contract** in so far 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 objectives of carrying out the terms and conditions of this **Contract**.

The timeline, within which the **CA FIRM**, pursuant to this **Contract**, is required to complete any action or task, shall be extended for a period equal to the time during which the **CA FIRM** was unable to perform such action as a result of Force Majeure.

Both **KVIC** and the **CA FIRM** shall keep a record of the circumstances referred to above, which are responsible for causing delays in the execution of the project. Affected party shall provide notice in writing within 10 days to other party of any such cause with necessary evidence that the obligation under this **Contract** is affected or prevented or delayed. In case it is not possible to serve the notice within the said 10 days period, then notice shall be served within the shortest possible period. The party affected by an event of Force Majeure shall continue to perform its obligations under this **Contract** as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

18. **SETTLEMENT OF DISPUTES**

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under this **Contract** viz:

(i) Amicable Settlement:

Performance of this **Contract** is governed by the terms and conditions of this **Contract**. However, at times dispute may arise about any interpretation of any term or condition of this **Contract**, including but not limited to, the scope of work, the clauses of payments etc. In such a situation either party to this **Contract** may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii) Arbitration

"If any dispute (s) or difference (s) of any kind whatsoever arise between the **KVIC** and **CA firm**, the **KVIC** and **CA firm** hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CEO, KVIC, Mumbai.

In the event no amicable resolution or settlement is reached between the **KVIC** and **CA firm** within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to arbitration.

The arbitration proceeding shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

The venue of the arbitration shall be Mumbai, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the **KVIC** and **CA firm**. The award of the Arbitrator shall be binding upon both the **KVIC** and **CA firm** to the Agreement".

19. DEFENCE OF SUITS

If any action in court is brought against **KVIC** or an agent or an employee or a representative of **KVIC** by a Third Party pursuant to this Contract on account of any act/omission/negligence on the part of the **CA FIRM** under this **Contract**, or for any damage or injury caused by the alleged act, omission or negligence on the part of the **CA FIRM**, his agents, representatives or his sub-contractors or employees to any Third Party the **CA FIRM** shall in all such cases indemnify and keep **KVIC**, its agents, employees and representatives, harmless and indemnified from all such losses, damages, expenses etc. arising out of any decrees or Court order etc. or otherwise arising out of any such act or omission .

20. JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Mumbai, India only.

21. NOTICES

All notices and other communications under this **Contract** must be in writing and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received or sent by email or fax.

If mailed, all notices will be considered as delivered after three days, of the notice having been mailed. If hand delivered, all notices will be considered as delivered, when received by the party to whom the notice is sent. If the notice is faxed and/or e-mailed, it would be considered as delivered on the same day; this will be followed by a delivery of hardcopy within five days.

All notices under this **Contract** shall be sent to or delivered at the address as specified by the parties.

A Notice shall be effective when delivered.

22. CONFIDENTIALITY

Both parties undertake to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of exchange of communications or discussions leading up to or the entering of this **Contract or during the term of the contract**.

After the entering of this **Contract**, **KVIC** and the **CA FIRM** shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any part of this **Contract** or other documents, data, or information furnished directly or indirectly by the other party hereto in connection with this **Contract**, whether such information has been furnished prior to, during or following completion or termination of this **Contract**.

Notwithstanding the above, the **CA FIRM** may furnish to its Subcontractor such documents, data, and other information it receives from **KVIC** to the extent required for the Subcontractor to perform its work under this **Contract**, in which event the **CA FIRM** shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on

the **CA FIRM** under this Clause.

The **CA FIRM** shall not use such documents, data, and other information received from **KVIC** for any purpose other than the design, procurement, or other work and services required for the performance of this **Contract**.

Except with the prior written consent of **KVIC**, the **CA FIRM** and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project, nor shall the **CA FIRM** and its Personnel make public the recommendations formulated in the course of, or as a result of, the Project.

The provisions of this clause shall survive completion or termination, for whatever reason, of this **Contract**.

23. RETURN OF INFORMATION TO KVIC

KVIC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by **KVIC** (whether confidential or otherwise and without regard to the type of media on which such information was provided to the **CA FIRM**, including all copies of such information) be:

Returned to **KVIC**, in which case the **CA FIRM** must promptly return all such information to the address identified by **KVIC**; or Destroyed by the **CA FIRM**, in which case the **CA FIRM** must promptly destroy all such information and provide **KVIC** with written certification that it has been destroyed.

24. SUB-CONTRACTING

The **CA FIRM** shall notify **KVIC** in writing of all subcontracts awarded under this **Contract** if not already specified in the Bid; any sub-contracting will be subject to the consent in writing by **KVIC**. Sub-contracting shall in no event relieve the **CA FIRM** from any of its obligations, duties, responsibilities, or liability under this **Contract**.

- a. The **CA FIRM** shall ensure that the sub-contractor appointed has sufficient capacity to undertake the execution of the tasks they will perform under this **Contract**.
- b. The **CA FIRM** indemnifies and shall keep indemnified **KVIC** against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor.
- c. The **CA FIRM** shall be solely responsible for making all payments to the sub-contractor as may

be necessary, in respect of any services performed or task executed, and **KVIC** shall not be responsible for any part or full payment which is due to such sub-contractor.

- d. All rights of use of any process, product, service or facility developed or any other task performed by the sub-contractor for the **CA FIRM**, under this **Contract** would lie exclusively with **KVIC** in perpetuity free from all liens, encumbrances and other third party rights and the **CA FIRM** shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favor of **KVIC**.

Where **KVIC** deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the **CA FIRM** shall in such case terminate forthwith all agreements/contracts, other arrangements with such sub-contractor and find suitable replacement for such sub-contractor to the satisfaction of **KVIC** at no additional charge. Failure to terminate all agreements/contracts with such sub-contractors, shall amount to a breach of the terms hereof.

25. SPECIFICATIONS AND STANDARDS

The **CA FIRM** shall ensure that the Goods and the Related Services comply with the technical specifications and other provisions of this **Contract** as specified herein and by **KVIC**.

26. TRANSPORTATION

As per RFP.

27. CHANGE IN LAWS AND REGULATIONS

Unless otherwise specified in this **Contract**, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bye law having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities), that subsequently affects the delivery date at **KVIC** office/location, then such delivery date shall be correspondingly increased or decreased, to the extent that the **CA FIRM** has thereby been affected in the performance of any of its obligations under this **Contract**.

28. CHANGE IN COMPANY'S REPRESENTATIVES

KVIC reserves the rights to require a change in the **CA FIRM**'s representatives, if the assigned representatives are not, in the opinion of **KVIC**, meeting its needs adequately. In case of replacement of the **CA FIRM** personnel from the project team, the **CA FIRM** is required to submit the CV of the new person with equivalent or better educational qualification and relevant professional experience who will be joining the team and get the change duly

approved. The new person can start working in the project only after his/her CV has been approved by **KVIC**.

29. ASSIGNMENT

The **CA FIRM** shall not assign, in whole or in part, their obligations under this **Contract** unless approved in writing by **KVIC**.

30. PUBLIC DISCLOSURE

The **CA FIRM's** or its team or its any employee shall not make or permit to be made a public announcement or media release about any CA FIRM act of this **Contract** without the prior written consent of **KVIC**.

31. PERFORMANCE LEVELS AND PENALTIES

If the firm or the Partner there of is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the details gathered during the audit assignment to other parties without permission of the Commission, non-observation of instructions given by the Commission, unauthorized retention of records of the Commission, violating the terms and conditions of this assignment, indulging in malafide practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the Commission or in case of delay in carrying out the work, penalty at the rate of 1% of per week of the total bill limited to 10% of fee may be levied

32. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

The **CA FIRM** shall comply with the provision of all laws, inter-alia, including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and requirements laid down by **KVIC** shall be applicable in the performance of this **Contract** and the **CA FIRM** and its team shall abide by these laws.

Access to the Data Centre and **KVIC's** locations shall be strictly restricted. No access to any person except the essential personnel belonging to the **CA FIRM** who are genuinely required for execution of work or for carrying out management/maintenance, who have been explicitly authorized by **KVIC** shall be allowed entry to DC and **KVIC's** locations. Even if allowed, access shall be restricted to the pertaining area/equipment of the **KVIC** only. The **CA FIRM** shall maintain a log of all activities carried out by each of its personnel.

The **CA FIRM** shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The **CA FIRM**'s team shall adhere to all security requirement/regulations of the **KVIC** during the execution of the work.

The **CA FIRM** shall report, as soon as possible, any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

33. CERTIFICATE NOT TO AFFECT KVIC's RIGHT AND CA FIRM's LIABILITY

Neither the payment made by the **KVIC** nor any extension of time for execution of the Project granted by the **KVIC** shall affect or prejudice its rights against the **CA FIRM** or relieve the **CA FIRM** of its obligations for the due performance of this **Contract**, or be interpreted as approval of the Project done or discharge the liability of the **CA FIRM** for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which it is bound to indemnify **KVIC**.

34. GRANTS, COMMISSIONS AND GIFTS ETC.

Any grant, commission, gift or advantage given, promised or offered by or on behalf of the **CA FIRM** or its partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with **KVIC** shall, in addition to any criminal liability which it may incur, subject the **CA FIRM** to the cancellation of this and all other contracts and also to payment of any loss or damage to **KVIC** resulting from any such cancellation. **KVIC** shall be entitled to deduct the amount so payable from any monies otherwise due to the **CA FIRM** under this **Contract**.

35. WAIVER

Save as where this **Contract** expressly provides, neither party shall be deemed to have waived any right, power, privilege or remedy under this **Contract** unless such party shall have delivered to the other party a written waiver signed by an authorized official of such waiving party.

No failure or delay on the part of either party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof.

Any waiver on the part of either party of any right, power, privilege or remedy hereunder shall not preclude any other or further exercise thereof.

Any single or partial exercise of any right, power, privileges or remedy hereunder shall not preclude any other or further exercise thereof.

36. DAMAGES

Without prejudice to the Clause 18 and Clause 19, **KVIC** shall be entitled to claim damages/compensation to be paid by the **CA FIRM** under any of the following eventualities:

- i. Loss of data or breach of confidentiality/security due to negligence of the **CA FIRM**.
- ii. Unauthorized sharing of information or data with any other party or granting unauthorized access to **KVIC** system.
- iii. Damage due to negligence to **KVIC** property such as building, fixtures, fittings or existing hardware, network, software/applications/programs being used by **CA FIRM**.
- iv. Any injury or accident caused to **KVIC** employee due to negligence or willful act of the **CA FIRM** or its employees or agents or third party engaged by the **CA FIRM** for the **Project**.
- v. Failure to comply with written internal administrative instructions/directions that apply to the **CA FIRM**.
- vi. Participation or complicity in illegal or unethical behavior in course of performing some work under the mandate of **KVIC**.
- vii. Indulging in any act or conduct that damages the reputation or credibility of **KVIC**.

If **KVIC** has reasons to believe that the **CA FIRM** is responsible for any of the above eventualities, it shall serve a show cause notice upon the **CA FIRM** in writing, requiring such clarifications, documents or evidence as it may deem fit. The **CA FIRM** shall be given reasonable opportunity to explain its conduct within the notice period and **KVIC** shall arrive at a decision for imposing damages and quantum thereof based upon the submissions of the **CA FIRM**. It is clarified that **KVIC** will give due regard to whether or not the conduct in question was intentional, mollified or negligent. The determination of the amount of damages shall be at the sole discretion of **KVIC**. This shall be without prejudice to other remedies available under this **Contract** to **KVIC**. All damages imposed shall be recoverable from the Performance Guarantee in addition to any other means available to **KVIC** under law.

37. SEVERABILITY

If any provision or condition of this **Contract** is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this **Contract** or this **Contract** as a whole and the remaining provisions of this **Contract** shall remain in full force and effect.

38. **LIABILITY /INDEMNITY**

The CA FIRM shall indemnify, defend and hold KVIC and their officers, employees, successors and assigns harmless from and against any and all risk/liabilities/losses arising from the personal injury or claims by third parties including end customer of KVIC pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its sub-contractors or its Associated agencies or any act, default or omission of any of them in relation to this agreement.

The **CA FIRM** shall at all times indemnify and keep **KVIC** indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the **CA FIRM**'s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the **CA FIRM** of its sub-contractors.

The **CA FIRM** shall at all times indemnify and keep indemnified **KVIC** against any and all claims by employees, workmen, sub-contractors, agent(s), employed, engaged or otherwise working for the **CA FIRM**, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of this **Contract** and shall be recoverable from the Performance Guarantee in addition to any other means.

39. **LIMITATION OF LIABILITY**

The aggregate liability of the CA FIRM to KVIC, whether under this Contract, in tort, or otherwise, shall be limited to the amount of penalty raised by end customer on KVIC or the amount payable to the CA FIRM in addition to the forfeiture of the amount of Performance Bank Guarantee whichever is higher. Provided, that this limitation shall not apply to the cost of repairing/replacing defective equipment or to any obligation of the CA FIRM to indemnify KVIC.

40. **GENERAL**

It is expressly understood and agreed by and between **KVIC** and the **CA FIRM** that the KVIC is entering into this **Contract** solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this **Contract** and has no ability, obligation or right hereunder. It is expressly understood and agreed that **KVIC** is an independent Legal Entity with power and authority to

enter into contracts solely on its own behalf under the applicable laws of India and general principles of Contract Law. The **CA FIRM** expressly agrees, acknowledge and understand that **KVIC** is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this contract.

Accordingly the **CA FIRM** expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this **Contract** during the validity of this **Contract**.

IN WITNESS WHEREOF **KVIC** and the **CA FIRM** hereto have duly executed this **Contract** in two originals at the place, and date as follows:

For and on behalf of KVIC

Signature:
Name:
Designation:
Place:
Date:
Witness:

For and on behalf of CA FIRM

Signature:
Name:
Designation:
Place:
Date:
Witness: