

**REQUESTFOR PROPOSAL(RFP)**

**FOR APPOINTMENT OF CA FIRM FOR GST CONSULTANCY SERVICES FOR  
IMPLEMENTATION & COMPLIANCES OF GST ACT IN NDMC.**



**NEW DELHI MUNICIPAL COUNCIL**

**RFP No. D/14/Accounts/2025 dated 11.03.2025.**

**JOINT CAO-II (ACCOUNTS)**  
**ROOM NO 6008, 6TH FLOOR, PALIKA KENDRA**  
**NEW DELHI MUNICIPAL COUNCIL**  
**SANSAD MARG, NEW DELHI - 110001**  
[www.ndmc.gov.in](http://www.ndmc.gov.in)

**TABLE OF CONTENTS**

1	BID DETAILS
2	BACKGROUND OF NDMC & OVERVIEW
3	PURPOSE
4	INVITATION
5	DEFINITIONS
6	ELIGIBILITY CRITERIA
7	SCOPE OF WORK
8	EMD
9	BIDDING DOCUMENTS
10	VALIDITY PERIOD OF THE PROPOSED BID
11	PREPARATION OF PROPOSAL/BID
12	FINANCIAL BID
13	PROPOSAL EVALUATION
14	AWARD OF WORK
15	PAYMENT TERMS
16	DISCLAIMER
17	CONTRACT FINALIZATION
18	CONFIDENTIALITY OF NDMC DATA
19	FORCE MAJEURE
20	DISPUTE RESOLUTION AND ARBITRATION
21	INDEMNITY AND INSURANCE
22	RESPONSIBILITY & LIABILITY FOR THE MAINTENANCE AND OPERATIONS
23	GOVERNING LANGUAGE
24	LIMITATION OF LIABILITY
25	SEVERABILITY
26	COUNTERPARTS
27	RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES
28	COMPLIANCE WITH LABOUR LAWS
29	INTERPRETATION OF THE CLAUSES
30	TERMINATION OF AGREEMENT
31	DISCIPLINARY ACTION FOR PROFESSIONAL MISCONDUCT
32	TERMS & CONDITIONS
33	DEMAND NOTICE FROM TAX AUTHORITY
34	EFFECT AND LEGAL JURISDICTION
35	PENALTY CLAUSE

TABLE OF CONTENTS	
Annexure -I	Self-Declaration form for Eligibility Criteria
Annexure -II	Self-Declaration for Bidder Experiences
Annexure -III	Average Turnover Declaration
Annexure -IV	Self-declaration for no negative Net Worth
Annexure-V	Self-declaration of non-failure to deliver services
Annexure-VI	Self-Declaration of non-black listing/ debarring
Annexure-VII	Curriculum Vitae of Proposed Team Members (Key Personnel)
Annexure-VIII	Technical Bid Format
Annexure-IX	Form for submission of Financial Proposal
Annexure-X	Receipt of deposition of original EMD
Annexure-XI	Forwarding Letter for submission of Bid
Annexure- XII	Parameter for Evaluation of Technical Bid
Annexure- XIII	Parameter for Selection of Consultant
Annexure-XIV	Bank details for NEFT/RTGS

**1. BID DETAILS- FOR APPOINTMENT OF CA FIRM FOR GST CONSULTANCY SERVICES FOR IMPLEMENTATION & COMPLIANCES OF GST ACT IN NDMC.**

**Estimated Cost-Rs. 25,00,000/-**

**Time allowed for work- One Year**

1.	Date and time of commencement of Bidding Process.	<b>11/03/2025</b>
2.	Last date and Time for submission of Technical and Financial Bid by the bidders	24/03/2025 upto 3.00 p.m.
3.	Date and Time of opening of the Technical Bids	24/03/2025 at 3.30 p.m.
4.	Date and Time of opening of the Financial Bids	It will be opened on the recommendation of TPC.
5.	Place of opening of Technical Bids and Financial Bids	Jt.CAO--II (Accounts) Room No. 6008, 6 <sup>th</sup> Floor, Palika Kendra, New Delhi-110001.
6.	Address for communication & submission of bids	Jt.CAO--II (Accounts) Room No. 6008, 6 <sup>th</sup> Floor, Palika Kendra, New Delhi-110001.
7.	Earnest Money Deposit	Rs. 50,000/-(Rupees Fifty Thousand only) in the form of Demand Draft of a commercial bank /Bankers Cheque of a commercial bank/Fixed Deposit Receipt of a commercial bank/Insurance Surety Bonds/ Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed ) from a commercial bank favoring, <b>Secretary, New Delhi Municipal Council</b> payable at New Delhi except the bidders who are registered with <b>Micro and Small enterprises</b> . EMD should be enclosed with Technical Bid. The bidders registered with MSE are Exempted for submission of EMD.
8.	Mode of Bidding	The intended bidder can download the RFP/bid document from NDMC

		Website : <a href="http://www.ndmc.gov.in">www.ndmc.gov.in</a> and put their tender along with relevant documents in the tender box in the office of the Jt.CAO-II (Accounts), Room No. 6008, 6 <sup>th</sup> Floor, Palika Kendra, New Delhi-110001.
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## 2. BACKGROUND OF NDMC & OVERVIEW

### 2.1 About New Delhi Municipal Council (NDMC)

NDMC is one of the five Urban Local Bodies in National Capital Territory (NCT) of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. It is governed by a 13-member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, and the Members of New Delhi and Delhi Cantonment Legislative Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 Lac of the resident population of NCT of Delhi. However, an estimated 16-20 Lac floating population in daytime poses challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

### 2.2 NDMC's key responsibilities are: –

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax, License Fees, Rent, other revenues etc.
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres
- Other obligatory functions as per NDMC Act

### 3. PURPOSE

The purpose of appointment of CA firm is already defined in Scope of work at **clause 7**.

### 4. INVITATION

NDMC intends to appoint CA firm for GST consultancy services for implementation & compliances of GST Act in NDMC. The sealed proposals (RFP) are hereby invited in the office of Jt.CAO--II (Accounts) Room No. 6008, 6<sup>th</sup> Floor, Palika Kendra, New Delhi-110001 from all eligible expertise CA Firms for GST compliances in NDMC in the prescribed format of **“Two Bid System”** consisting of Technical and Financial Bid.

### 5. DEFINITIONS

- a. “NDMC” means New Delhi Municipal Council, which has invited the bids for consultancy services, and with which the selected consultant signs the contract for the services to be rendered and to whom the selected consultant shall provide services as per the terms and conditions and Scope of work as per RFP.
- b. “Bidder” means a consultant who is submitting its proposal for providing services to NDMC.
- c. “Consultant” means any entity or firm or an association of persons submitting its proposal for providing services to NDMC.
- d. “Contract” means the contract signed by the parties and all the attached documents and the appendices.
- e. “Day” means calendar day.
- f. “Personnel” means professionals and support staff provided by the consultant to perform the services or any part thereof.
- g. “Proposal” means the technical proposal and the Financial proposal.
- h. “RFP” means this “Request For Proposal” prepared by NDMC for the selection of consultants.
- i. “Assignment/job” means the work to be performed by the consultant pursuant to the contract.
- j. “Scope of work” means the Clause/Section included in the RFP which explains the scope of work, activities, tasks to be performed, etc.

### 6. ELIGIBILITY CRITERIA

- 6.1 Applicants must read carefully the minimum conditions of eligibility criteria provided below. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the eligibility criteria given below.
- 6.2 An Applicant or its Affiliates should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a

judicial pronouncement or arbitration awarded against the Applicant or its Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates.

- 6.3 Firms fulfilling the technical eligibility criteria as listed below should apply. Any form of Joint Venture/ Consortium of Firms will not be allowed for participation in the selection process. The eligibility criteria is as follows:-

**TECHNICAL ELIGIBILITY CRITERIA FOR CA FIRMS**

<b>SR. NO.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID</b>
1.	The firm should have been constituted in India for the last 3 years as on 31.03.2024.	Constitution Certificate of the firm.
2	The CA Firm should be in practice for a period of 3 Years or more for handling indirect taxes like Service Tax /VAT/CST and is experienced in GST compliances since inception.	i. Firm Status Card as on 31.3.2024 as per ICAI. ii. Self-declaration in format as per <b>Annexure-I</b>
3	The CA Firm should have experience of providing similar services to at least <b>ONE</b> Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in the last 3 years.	Work Order/Award Letter, Statement in form 26AS of Income Tax (Bidder's Experience as per <b>Annexure-II</b> ).
4	Have at least two full time partners, out of which one should be FCA.	Member status card for each member/partner.
5	Have average Professional Receipts/ Turnover of Rs.50,00,000/- (Rupees Fifty Lacs) or above in the last 3 (Three) Financial Years 2021-2022, 2022-2023, 2023-2024 and should not have negative net worth in any of the last three Financial years.	i. Copy of Audited Financial Statements as well as Turnover Certificate signed/certified by the Chartered Accountant. For the last three financial years ending on 31.03.2024 ( <b>Annexure-III</b> ). ii. Self attested ITRs to be submitted for the last three financial years ending on 31.03.2024 . iii. Self declaration with respect to no negative net worth during last three Financial years ( <b>Annexure-IV</b> ).
6	Firm should have an office in Delhi/New Delhi/NCR for at least last three years (as on 31.03.2024).	Address proof of Head/Branch Office at Delhi/New Delhi/NCR.
7	Should have never been issued notice for failure to submit deliverables and cancellation of work order/forfeiture of EMD etc. by any Government/semi Government/Autonomous entities.	A self-declaration is to be submitted on the letter head of the firm ( <b>Annexure-V</b> ).
8	Should not have been barred/black listed from appointment by any government and/or semi government entities.	A self-declaration is to be submitted on the letter head of the firm ( <b>Annexure-VI</b> ).

9	Other documents/information to be submitted /required.	<ol style="list-style-type: none"> <li>1. Copy of GST Registration Number.</li> <li>2. Copy of PAN Number.</li> <li>3. Valid email ID for future correspondence.</li> <li>4. Copy of EMD receipt issued by NDMC.</li> <li>5. Curriculum Vitae of Proposed Team Members who will be serving (Key personnel) as per (<b>Annexure-VII</b>).</li> </ol>
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**Note:-**

1. To confirm that the Bidder fulfils the prescribed eligibility criteria on technical parameters, the documents/information in support of above are to be submitted with the technical bids. Failing to submit complete documents/information shall render the firm as disqualified.
2. In any case, onus for authenticity of documents shall vest with the bidder. The bid is liable to be rejected in case of wrong tendering practices or use of other non-bonafide methods in order to acquire a contract, including other penal consequences as deemed fit.

**7. SCOPE OF WORK:** The CA firm shall undertake the following responsibilities:

**A. GST Compliance and Advisory Services:**

1. Ensure timely and accurate filing of all GST returns (GSTR-1, GSTR-3B, GSTR-7, Annual Return GSTR-9, GSTR-9C and any other returns required by GST Law).
2. Assist in the reconciliation of GST returns with books of accounts.
3. Advise on GST applicability and exemptions relevant to the organization by identifying taxable/exempted/zero rated/nil rated services/supplies as per GST Law.
4. Preventive scrutiny of all invoices related to claiming of ITC by NDMC of any period directed by any of the authority and to provide guidance on Input Tax Credit (ITC) eligibility and reversals.
5. Preventive Scrutiny of all Revenue earning Departments of NDMC to ascertain the Output Tax liability/non-taxability as per GST Law and to recommend the mechanism for discharging GST output tax liability especially on License Fee of Estate Department (Actual/Accrual/RCM) in accordance with the GST Law.
6. Verification of records for tax credits as per GST Law.
7. Review of internal controls for GST compliance/fulfilment.
8. Preparation and verification of requisite reconciliations, records and formats.
9. To study/analyze/recommend the updated GST software/module as per requirement in terms aforementioned scope of work.
10. Monitor changes in GST laws, notifications, and circulars and ensure compliance. The agency will also frame circulars/guidelines for amendment/modifications received from GST authorities from time to time.
11. Provide impact analysis and advisory on GST amendments.

**B. Handling GST Notices, Inquiries, and Audits:**



1. Review and respond to notices received from GST authorities including previous periods.
2. Represent the organization before the GST department for inquiries, hearings, and assessments including ongoing investigations/audits before various GST authorities.
3. Assist in preparing reconciliations and documents required for audits by GST authorities.
4. Ensure timely submission of replies to notices and avoid penalties.
5. Handle any scrutiny assessments or departmental audits under GST.

#### **C. GST Refunds and Tax Optimization:**

1. Assist in applying for GST refunds, if applicable.
2. Ensure proper documentation for claiming refunds.
3. Provide guidance on GST optimization to reduce tax liabilities.
4. Represent NDMC before the GST authorities/Tribunals for GST refunds including ongoing appeals etc.

#### **D. Training and Support:**

1. Conduct training sessions for the finance and accounts functionaries on GST-related matters as and when required.
2. Provide periodic updates on GST law changes and their impact.
3. Offer ongoing support for GST-related queries and clarifications.

#### **E. Deliverables:**

- Monthly/Quarterly GST return filings.
- Compliance reports and reconciliations.
- Responses to GST notices and audit-related documentation.
- Periodic training and advisory reports.
- Detailed analysis and recommendations on tax-saving opportunities.

#### **F. Manpower at office premises: -**

- To depute one CA in Accounts department to analyze the GST data received from various departments on daily basis and also to tender the GST advise on the proposals received from various departments related to GST issues within 3 days' time.

#### **8. EARNEST MONEY DEPOSIT (EMD) (MSE EXEMPTED)**

- I. The Bidder shall submit the EMD of Rs.50,000/- (Rs. Fifty Thousand only) in the shape of Account Payee Demand Draft of a commercial bank /Bankers Cheque of a commercial bank/Fixed Deposit Receipt of a commercial bank/Insurance Surety Bonds/ Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed ) from a commercial bank favoring, **Secretary, New Delhi Municipal Council** payable at New Delhi except the bidders who are registered with **Micro and Small enterprises**. Such Bidders should furnish a certified copy of its valid Registration details with MSE, to claim **exemption** from EMD.
- II. A part of earnest money is acceptable in the form of Bank Guarantee including e-Bank Guarantee also. In such cases 50% of earnest money or Rs. 20 lakh whichever is less, will

have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee issued by a Commercial Bank.

- III. EMD may be forfeited in the event of withdrawal of bid during the period of processing of **RFP** or in case the selected consultant fails to sign the contract within the period mentioned herein.
- IV. EMD should be submitted along with the application. Any application not accompanied by the requisite EMD shall be treated as nonresponsive and is liable to be rejected.
- V. The EMD of unsuccessful bidders during technical bid evaluation shall be returned within **Thirty Days** of declaration of result of technical bid evaluation. The EMD of the selected Consultant shall be refunded only after successful completion of one year of contract or expiry of the contract whichever is earlier.
- VI. No interest is payable on the amount of EMD.
- VII. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future three RFPs floated by the NDMC.

## 9. BIDDING DOCUMENT

- 9.1 Detailed description of the objectives, scope of services, and other requirements relating to this Consultancy are specified in this RFP. Interested applicants eligible as per Eligibility Criteria in Clause 6 may participate in the Selection Process by submitting the bids as expected in this document.
- 9.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/Selection Process specified in this RFP in Clause 13. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the NDMC's decisions are without any right of appeal whatsoever.
- 9.3 No Bidder/Applicant shall submit more than one Application for the Consultancy. If a consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

## 10. VALIDITY PERIOD OF THE PROPOSED BID

The proposal must be valid for 75 days after the last date for submission of proposal. During this period, the consultants shall maintain the availability of professional staff nominated in the proposal and also the financial proposal shall remain unchanged.

## 11. PREPARATION OF PROPOSALS/BID

- 11.1 The bids should be submitted in two parts, Envelope-A (Technical Bid) and Envelope-B (Financial Bid), each envelope super scribed "Technical Bid" and "Financial Bid" respectively. Both the envelopes should be sealed and put inside a Master envelope and should be sealed properly.
- 11.2 The Master envelope should be super scribed as **"Appointment of CA firm for GST consultancy services for implementation & compliances of GST Act in NDMC"** due to be opened on date 24.3.2025 at 3.30 p.m.
- 11.3 Duly completed Bids along with requisite documents should reach this office by registered post, Speed Post or in person at the following address on or before 24.3.3025 up to 3.00 pm. positively. NDMC will not be responsible

for any delay. **Address: Jt.CAO-II (Accounts), Room No- 6008, 6<sup>th</sup>Floor, Palika Kendra, NDMC, New Delhi-110001.**

- 11.4 Technical Bid will be opened on 24.3.2025 at 15.30 Hrs in the presence of Members of the Committee constituted by the Chairman, NDMC and interested bidders may also participate either themselves or their authorized representatives. No separate intimation will be issued for this.
- 11.5 Technical Bid: (Envelope-A)
- i. The “Technical Bid” should contain only the technical specification details of the offer as per eligibility criteria. The price must not be written in this bid.
  - ii. The envelope sealed and super scribed ‘Technical Bid’ should contain: -
    - a. Technical compliance statement (**Annexure -VIII**) duly filled and signed by the bidder on the CA Firm’s letter head. The submission of compliance statement as described in Annexure-VIII is essential for evaluation.
    - b. Documentary proof of PAN No. & GST No.
    - c. A Copy of RFP document signed by the bidder (With office seal) on all the pages.
    - d. Relevant documents for evaluation process as per Technical & Qualitative parameters.
- 11.6 The NDMC shall rank the technical proposals received. The parameters used in scoring the consultants are as per **Annexure-XII & XIII**.
- 11.7 The Technical/Qualitative proposal shall have **70** percent weightage. The Financial bid will be having 30 percent weightage in final selection of the GST Consultant.
- 11.8 NDMC will select a Consultant firm from among the shortlisted firms displayed on the **NDMC’s Website**, to perform the assignment detailed in the Scope of Work given in Clause 7 of RFP. The bidder has to make their own evaluation in quantifying the financial bid and no further negotiation shall be permitted after the bid process, execution of contract till the completion of the term of service for whatsoever reason.
- 11.9 The proposal will be the basis for contract to be signed with the selected consultant. The contract shall be finalized within **30 days** from date of issuance of final selection letter.
- 11.10 The consultant shall bear all costs associated with the preparation and submission of proposal and contract negotiation. NDMC is not bound to accept any proposal, and reserves the right to withdraw the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the consultants.

## **12. FINANCIAL BID**

- i. It may be clearly understood and noted that the ‘Financial Bid’ document is for pricing alone. No condition, whatsoever, should be stipulated in this part. Everything the Bidder has to say, other than pricing, should be stated only in the Technical bid. Conditional bid is liable to be rejected.
- ii. The envelope – B sealed and super scribed “Financial Bid” should contain the price (inclusive of applicable taxes and duties) of the offer in the prescribed format given in Annexure-IX.
- iii. No additional payment will be made other than the quoted amount of the selected bidder.

- iv. The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words (shall be in Rupees). In the event of any discrepancy, the price quoted in words will be taken as the correct price.
- 12.1 Envelope-B should contain Bank Account/E-payment details as per **Annexure-XIV**.
- 12.2 The selection of expert GST Consultant shall be made purely on the basis of fulfillment of eligibility criteria as prescribed in **clause 6** & evaluation/selection process in **clause 13**.

### **13. PROPOSAL EVALUATION**

- 13.1 From the time the proposals are opened to the time the contract is awarded, the consultants should not contact NDMC, unless called for. The consultants should also not contact any of the officers/employees or representatives of the NDMC on any matter related to its technical proposal and/or Financial proposal with a view to influencing NDMC in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the consultants' proposals. Canvassing in any form would lead to disqualification of the proposal.
- 13.2 The firms, who qualify as per mandatory eligibility criteria mentioned in **Clause-6** may be called for interaction with the NDMC's appointed internal committee.
- 13.3 The onus for authenticity of documents shall vest with the bidder. The bid is liable to be rejected in case of wrong tendering practices or use of other nonbonafide methods in order to acquire a contract, including other penal consequences as deemed fit.
- 13.4 The envelope containing Financial proposal (**for qualified applicants as per Clause-7 above**) will be opened subsequently and would be evaluated according to a scoring system for final ranking as stated in the scoring sheet attached. (Annexure XII & XIII).
- 13.5 In case of a discrepancy between amount in words and figures, the former will prevail.
- 13.6 NDMC reserves the right:-
  - I. To accept or reject any or all the proposals without assigning any reason.
  - II. To engage a consultant for the entire Assignment/ Job as specified in scope of work.

### **14. AWARD OF WORK**

The firms, those who shall qualify as per mandatory technical eligibility criteria as per **Clause-6**, on the basis of such qualified technical bids shall only be considered for opening of their financial bids. On the basis of parameters as per evaluation criteria as per **annexure- XIII** the selection of consultant shall be finalized on the basis of marks obtained. The L-1 bidder as recommended by the committee after following due procedure for selection of consultant as per the RFP, shall be awarded the Consultancy work as per the terms and conditions mentioned in RFP.

### **15. PAYMENT TERMS**

**I. GST Compliances as per scope of work: -**

- a. Bills will be raised quarterly along with pre-receipted invoice by GST consultant and also furnish a certificate that no compliance as per scope of work is pending for billing period as well as prior period, which will further verified by AAO concerned. The same will be paid within one month from the date of submission.
- b. 10% of payment of each quarter will be withheld which will be released after the filing of Annual Return GSTR9 and CA certification.

**16. DISCLAIMER**

- 16.1 The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of NDMC, is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- 16.2 This RFP is neither an agreement nor an offer and is only an invitation by the NDMC to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the NDMC with the Selected Bidder.
- 16.3 The NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
- 16.4 The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 16.5 The issue of this RFP does not imply that the NDMC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 16.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery

fees, expenses associated with any demonstrations or presentations which may be required by the NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **17. CONTRACT FINALIZATION**

- 17.1 The selected consultant has to execute a Contract/Agreement in accordance with the terms and conditions in the RFP and in the format approved by NDMC. NDMC shall have the right not to enter into the contract with the consultant if there is any change in the names made available.
- 17.2 The contract/ agreement shall be executed only at Delhi and the selected consultant shall bear the cost of stamp duty for the contract/ agreement as applicable in the state of Delhi.

## **18. CONFIDENTIALITY OF NDMC DATA**

The Successful Bidder will treat as confidential all data and information about NDMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NDMC.

## **19. FORCE MAJEURE**

- 19.1 In the event of either parties being rendered unable by force majeure to perform any obligations required to be performed by them under this agreement the relative obligation of the party affected by such force majeure shall be suspended for the period during which such case lasts.
- 19.2 The term force majeure as employed herein shall mean acts of God, War, Riots, Fire, Flood, sabotage and acts and regulations of Government.
- 19.3 Upon occurrence of such clause and upon its termination, the party alleging that it has been rendered unable as aforesaid hereby, shall notify the other party in writing immediately, the alleged beginning and ending of such occurrence giving full particulars and satisfactory evidence in support of the claims.
- 19.4 Time for performance of relative obligations suspended by the force majeure shall stand extended by the period for which such case lasts.
- 19.5 If progress of work is suspended by force majeure conditions lasting for more than two months NDMC shall have the option of canceling the contract in whole or part thereof at its discretion.

## **20. DISPUTE RESOLUTION AND ARBITRATION**

- 20.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the

concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC or his/her nominee whose decision shall be final and binding on both the parties to this contract.

- a. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act-1996 as amended from time to time.
- b. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

## **21. INDEMNITY AND INSURANCE**

The bidder shall indemnify and make harmless the owner or the Officers, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

## **22. RESPONSIBILITY&LIABILITYFORTHEMAINTENANCEANDOPERATIONS**

The service provider/firm shall assume full responsibility and liability for providing the Consultancy services as per the Scope of work and shall indemnify and hold NDMC harmless from all liability and expense on account of any and all damages, claims.

The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free NDMC from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold NDMC responsible or obligated.

## **23. GOVERNING LANGUAGE**

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **24. LIMITATION OF LIABILITY**

The aggregate liability of the Successful Bidder to NDMC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value

provided, however, that this limitation shall not apply to any liability for damages arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence.

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

## **25. SEVERABILITY**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

## **26. COUNTERPARTS**

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

## **27. RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES**

This contract is not intended & shall not be construed to confer on any person other than NDMC & Successful Bidder hereto, any rights and / or remedies herein.

## **28. COMPLIANCE WITH LABOUR LAWS**

The Concessionaire shall abide by and comply with all the applicable labour laws and statutory requirements, including ESI, Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc. That the Contractor/Service Provider/Firm shall pay wages (not less than the minimum wages) to its employees **through ECS/online** within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT of Delhi.

## **29. INTERPRETATION OF THE CLAUSES**

In case of any ambiguity in the interpretation of any of the clauses in RFP Document or the Contract Document, the NDMC's interpretation of the clauses shall be final and binding on all parties.

## **30. TERMINATION OF AGREEMENT**



A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected firm may be cancelled at the NDMC's discretion on account of following or without assigning any reason:

- a. On refusal to take up the allotted Assignment;
- b. If the firm stands dissolved /reconstituted under the name/style of the firm is changed;
- c. On not abiding by the terms and conditions stipulated in the agreement;
- d. If the performance of the firm is not found satisfactory as per the Scope of Work (viewed as such by the NDMC's appropriate authority);
- e. Any other reason at the discretion of the NDMC.

### **31. DISCIPLINARY ACTION FOR PROFESSIONAL MISCONDUCT**

In case of any professional misconduct observed on the part of the selected firm, in addition to the remedies such as to debar such firm from any future service to the NDMC, intimation of such misconduct to the authorities, the NDMC will also be entitled to approach any Court of law or Governing authority such as ICAI.

### **32. TERMS & CONDITIONS**

1. The work will be executed as per the scope of work **as per Scope of work.**
2. The contract shall be for the period of ONE YEAR initially extendable for further period of two years (on yearly basis) purely on the basis of satisfactory performance of the firm/consultant.
3. A covering letter is to be annexed with the technical bid documents giving reference to the Annexures along with Index page no. etc.
4. Until a formal contract is prepared and executed, this offer together with NDMC's written acceptance and notification of award shall constitute a binding contract with the consultant.
5. NDMC will not be responsible for non-receipt of Bid within the specified data and time due to any reason including postal delay or holidays.
6. The NDMC also reserves the right to alter/modify any/some/all of the requirements, as it may deem necessary, and notify the same on its websites <http://www.ndmc.gov.in> before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
7. Bids not conforming to the requirements of the RFP may not be considered by NDMC. However, NDMC reserves the right, at any time before last date of submission of Technical & Financial proposal, to waive any of the requirements of the RFP, if in the sole discretion of NDMC, the best interests of NDMC would be served by such waiver.
8. NDMC shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons

for cancellation, as determined by NDMC, in its sole discretion, may include but are not limited to, the following:

- (i) Services contemplated are no longer required;
  - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments;
  - (iii) Proposed fees are unacceptable to the Work;
  - (iv) The Project is not in the best interests of NDMC;
  - (v) Any other reason.
9. The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the NDMC, etc. The NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
  10. NDMC reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, in-accurate or inappropriate at any time during the process of RFP or even after award of contract.
  11. All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids.
  12. NDMC may choose to take an undertaking from employees of the consultant to maintain confidentiality of the NDMC's information/documents etc. NDMC may seek details / confirmation on background verification of consultant's employees, worked/working on NDMC's project as may have been undertaken / executed by the consultant. Consultant should be agreeable for any such undertaking / verification.
  13. Incomplete and ambiguous bids will be rejected. Bid once submitted shall be final and no amendment shall be permitted. A Bidder shall submit only one bid.
  14. No subletting of the contract shall be permitted.
  15. NDMC reserves the right to accept or reject any bid without assigning any reason thereof. The decision of the Competent Authority of NDMC shall be final and binding upon all the bidders. No request shall be entertained in this regard.
  16. In case of any dispute the decision of The Chairman, NDMC is final and binding to the parties.
  17. In case of any Query, please contact Sh. Pankaj Anand, Jt.CAO-II (mob:9999044691)& Sh. R.D. Joshi, Sr.AO(Mob9958221022) on all working days (Monday-Friday) in between 9.00 to 5:30 except closed holidays.
  18. Bidder shall comply with the GST registration.

19. The payment will be released as per the Payment Terms of clause 15 of RFP and on submission of the original Invoices and the satisfactory report on the work done as per the scope of work by the authority.
20. In case of any default leading to penalty on the part of agency, the same shall be borne by them.
21. The contract can be terminated by NDMC giving **one month notice** without assigning any reason thereof. However, the selected consultant who has been assigned the work of consultancy service can terminate the contract only after giving minimum **Three Months** notice to NDMC. The decision of the Competent Authority shall be final and bidding upon the selected consultant.
22. Agency shall keep updated NDMC regarding any changes of GST rules & regulations.
23. The engagement will come into effect after finalisation of the bidder and engagement will end after One year from the commencement and extendable to further three years (On yearly basis) purely on the basis of satisfactory performance of the Firm/Consultant. The engagement shall however be renewed based on the satisfactory performance after completion of each year on the same terms & conditions.
24. The cost quoted shall be comprehensive including all taxes. The Financial proposal shall not include any conditions attached to it. Any such conditional Financial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
25. An authorized representative of the consultants shall initial all pages of the RFP document and sign the original technical and financial proposals as well as the Annexures. The authorization shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and such authorization shall be enclosed with the proposal. The signed technical and Financial proposals shall be marked "original".
26. The original proposal, both technical and Financial proposals, shall contain no interlineations or overwriting.
27. NDMC shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for proposal rejection.

### **33. DEMAND NOTICE FROM TAX AUTHORITY**

After filing of GST return, if there is any Default Notice is received from GST Authority, the responsibility for resolving the issue will be rest with the Agency within the specific time given by the Authority.

### **34. EFFECT AND LEGAL JURISDICTION**

- i) The contract shall be considered as having come into force from the date of issue of letter of award of the contract by NDMC.

- ii) The law applicable to this contract shall be the law enforced in India. The courts of New Delhi shall have exclusive jurisdiction in all matters arising out of this contract.

### 35. PENALTY CLAUSE

NDMC will reserve the right to deduct from the **Consultancy Fee** to be paid to the consultant, in the event of the following:-

Reason	1st instance	2nd instance	3rd instance
On non-deputing the CA as per scope of work for more than 5 days	Warning Note	10%	Action will be initiated as per terms and conditions of contract
Delay in responding to the references made by the NDMC & delay in compliances of filing of statutory & Notices etc of GST Authorities	Warning Note	20%	Further, if any penalty is imposed upon the NDMC for delay in GST compliances, the same will be recovered from the payment due to the agency. Action will be initiated as per terms and conditions of contract.

## ANNEXURES

### SELF DECLARATION FORM FOR ELIGIBILITY CRITERIA

#### Annexure-I

1	Name of the firm	
2	Firm No, allotted by :ICAI	
3	Address	
4	Contact number-is (Tel/Mobile)	
5	Valid email ID for future correspondence	
6	Year of establishment	
7	No. of completed years For which practicing in India as on 31.03.2022	

8	Name's of owner/ partners * (membership certificates should be enclosed)	
9	Name of Partners Stationed at Delhi	
10	Person(s) proposed to be assigned for the services and his/their profiles	
11	Name, address and account number of the firms bankers	
12	PAN of the firm *	
13	GST registration number of the firm*	
14	Number of Employees	
15	Net worth as on 31.03.2024	
16	Turnover during last three financial Years	
	2021-22	
	2022-23	
	2023-24	
17	Details of major assignments	
18	Any other information considered relevant.	

**Annexure-II****BIDDER'S EXPERIENCE OF RELEVANT PROJECTS**

1.	Projects Name	
2.	Client Name and Address with Contact Details	
3.	Location	
4.	Scope of Work	
5.	Total Project Cost	
6.	Start Date	

7.	End Date	
6.	Description of Actual Services Provided by your staff	
7.	Present Status of the Project	

N.B: Copy of Work Order/Award Letter/Completion Certificate shall be attached.

Authorized Signatory

(Name) Seal

Date:

**Annexure-III****AVERAGE TURNOVER DECLARATION**

Annual Turnover of the Firm for the last three financial years 2021-22, 2022-23 & 2023-24 along with audited Financial Statements/Balance Sheet for last three years.

S. No.	Year	Turnover in INR Lacs
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Average Turnover	INR _____ Lacs

Authorized Signatory

(Name) Seal

Date:

**SELF DECLARATION FOR NO NEGATIVE NET WORTH**

This is to certify that I \_\_\_\_\_ have no negative Net Worth during the last Three F.Y. 2021-22, 2022-23 & 2023-24.

Authorized Signatory

(Name) Seal

Date:



**SELF DECLARATION OF NON-FAILURE TO DELIVER SERVICES**

This is to certify that I \_\_\_\_\_ have never been issued notice for failure to submit deliverables and cancellation of Work Order/Forfeiture of EMD etc. by any Government/semi Government/Autonomous entities.

Authorized Signatory

(Name) Seal

Date:

**SELF DECLARATION OF NON- BLACKLISTING/DEBARRING**

This is to certify that I \_\_\_\_\_ have not been barred/black listed from appointment by any government and/or semi government entities.

Authorized Signatory

(Name) Seal

Date:

**CURRICULUM VITAE OF PROPOSED TEAM MEMBERS (KEY PERSONNEL)**

Resumes of staff proposed to be deployed at NDMC as per scope of work shall be attached along with the technical bid as per the format below. The bidder may submit résumé of person and the position on which a person will be deployed for NDMC work shall be clearly mentioned on the right hand top corner of the first page of that person's resume. The resume must be submitted with the necessary qualification & experience certificates. The details provided should help in ascertaining the eligibility of the candidate vis-à-vis the qualification and experience requirement for that post. Resume must be recently signed and dated, by the respective personnel. Photocopy or unsigned Resume shall be rejected. The attested photocopy of relevant documents (educational, experience) to be submitted as proof along with Resume.

Sr. No.	Item	Curriculum Vitae of Proposed Team Member No.			
1	Name				
2	Specify role to be Played in the project				
3	Name of Organization				
4	Number of years With the Current Organization				
5	Language Fluency				
	Language	Speak	Write	Understand	Read
5.1	English				
5.2	Any Other Language				
5.3	Hindi				
6	Total Experience (in years)				

- Experience in months (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)

	Name of Organization	From	To	Designation/Responsibilities
7.1				

7.2				
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- Summarized professional experience (Relevant to the Current Project) in reverse chronological order

From	To	Project/Position

- Candidate's Attestation for the Resume:  
I am available for full time assignment for the duration and locations specified in this RFP at New Delhi.

Signature (in blue ink)

Date (DD/MM/YY)

- Bidder's Attestation for the Resume:  
[All resumes shall be individually attested by the bidder]

Place

Signature of Authorized Person

Date

Designation

Name

Company/Firm Stamp

**TECHNICAL BID FORMAT**

<b>SR. NO.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID</b>
1.	The firm should have been constituted in India for the last 3 years as on 31.03.2022.	Constitution Certificate of the firm.
2	The CA Firm should be in practice for a period of 3 Years or more for handling indirect taxes like Service Tax /VAT/CST and is experienced in GST compliances since inception.	iii. Firm Status Card as on 31.3.2024 as per ICAI. iv. Self declaration in format as per <b>Annexure-I</b>
3	The CA Firm should have experience of providing similar services to at least <b>ONE</b> Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in the last 3 years.	Work Order/Award Letter, Statement in form 26AS of Income Tax (Bidder's Experience as per <b>Annexure-II</b> ).
4	Have at least two full time partners, out of which one should be FCA.	Member status card for each member/partner.
5	Have average Professional Receipts/ Turnover of Rs.50,00,000/- (Rupees Fifty Lacs) or above in the last 3 (Three) Financial Years 2021-2022, 2022-23, 2023-24 and should not have negative net worth in any of the last three Financial years.	iv. Copy of Audited Financial Statements as well as Turnover Certificate signed/certified by the Chartered Accountant. For the last three financial years ending on 31.03.2024 ( <b>Annexure-III</b> ). v. Self attested ITRs to be submitted for the last three financial years ending on 31.03.2024. vi. Self declaration with respect to no negative net worth during last three Financial years ( <b>Annexure-IV</b> ).
6	Firm should have an office in Delhi/New Delhi/NCR for at least last three years (as on 31.03.2024).	Address proof of Head/Branch Office at Delhi/New Delhi/NCR.
7	Should have never been issued notice for failure to submit deliverables and cancellation of work order/forfeiture of EMD etc. by any Government/semi Government/Autonomous entities.	A self-declaration is to be submitted on the letter head of the firm ( <b>Annexure-V</b> ).
8	Should not have been barred/black listed from appointment by any government and/or semi government entities.	A self-declaration is to be submitted on the letter head of the firm ( <b>Annexure-VI</b> ).

9	Other documents/information to be submitted /required.	6. Copy of GST Registration Number. 7. Copy of PAN Number. 8. Valid email ID for future correspondence. 9. Copy of EMD receipt issued by NDMC. 10. Curriculum Vitae of Proposed Team Members who will be serving (Key personnel) as per ( <b>Annexure-VII</b> ).
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**Note:-**

1. To confirm that the Bidder fulfils the prescribed eligibility criteria on technical parameters, the documents in support of above are to be submitted with the technical bids. Failing to submit complete documents/information shall render the firm as disqualified.
2. In any case, onus for authenticity of documents shall vest with the bidder. The bid is liable to be rejected in case of wrong tendering practices or use of other non-bonafide methods in order to acquire a contract, including other penal consequences as deemed fit.

**FORM FOR SUBMISSION OF FINANCIAL BID**

Sr. No.	Item	Unit	Amount (Rs.)
1.	All GST compliances as per scope of work.	Per year	
5.	Grand Total		

<b><u>RECEIPT OF DEPOSITION OF ORIGINAL EMD</u></b>	
<b>(Receipt No. _____ dated _____)</b>	
Invitation of bids for appointment of expert GST Consultant for Review of Implementation of GST and Compliances in NDMC	
1.	RFP No. _____ /2025.
2.	Amount of Earnest Money Deposit: Rs. 50,000/-
3.	Last date of submission of bid: _____
<div style="margin-left: 40px;">           1. Name of Bidder: -            2. Form of EMD:            3. Amount of EMD:            4. Date of submission of EMD:         </div> <div style="text-align: right; margin-top: 20px;">           Signature, Name &amp; Designation of            Official receiving EMD in original            along with stamp         </div> <div style="margin-top: 10px;">           (To be filled by EMD receiving Authority)         </div>	



**FORWARDING LETTER FOR SUBMISSION OF BID****(ON OFFICIAL LETTER HEAD)**

To

The Joint CAO-II (Accounts),  
Room No. 6008, 6<sup>h</sup> floor,  
Palika Kendra,  
New Delhi-110001

Dear Sir,

**Sub: APPLICATION FOR APPOINTMENT AS GST CONSULTANT OF THE NDMC.**

Please find enclosed information in Annexure (\_\_\_\_\_ to \_\_\_\_\_) concerning us for consideration of our firm to be appointed as GST consultant of the NDMC.

2. We also confirm that in case a firm is selected as successful bidder, we shall execute the contract in accordance with the terms and conditions in the RFP as per the format of agreement made available by the NDMC.

Date:

Authorized Signatory Place:

(Name)

## List of Document Enclosed

1. EMD – \_\_\_\_ particulars
2. Annexure \_\_ to \_\_
3. Other documents please specify

**PARAMETERS FOR EVALUATION OF TECHNICAL BID****“Part-A”****Technical Parameter**

<b>Sr. No.</b>	<b>Parameters</b>	<b>Maximum Marks</b>	<b>Criteria</b>
1	Firm Establishment, No of years of practicing in India as on 31.03.2024.	7	Five Marks for 2 years and one mark for each completed additional year.
2	3 Years Experience of handling Indirect taxes like service tax /VAT/CS and have Experience of Handling GST since inception.	12	Ten Marks for minimum 2 years and one mark for each completed additional year.
3	The CA Firm should have experience of providing similar services to at least 1 (One) Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in the last 3 years.	15	Five marks for each such additional assignment.
4	Have average Professional Receipts Turnover of Rs.50,00,000/- (Rupees Fifty Lacs) or above in the last 3 (Three) Financial Years 2021-22, 2022-23 & 2023-24 and should not have negative net worth in any of the last three Financial years.	6	Two marks for minimum turnover of Rs 50 Lakhs during last 2 Financial Years and Two marks for each additions turnover of Rs. 20 Lakhs.
	<b>Grand Total</b>	<b>40</b>	

**“Part-B”****Qualitative Parameter**

Sr. No.	Parameter	Maximum Marks	Remarks
1.	Special weightage for firms having expertise in GST Law.	10	
2.	Firm have any publication on Service Tax/GST	10	
3.	Firm have experience in expert advice/training on GST to Govt. Department and experience in Audit of Service Tax/GST.	10	
	Total	30	

**Note:-Documentary evidence for the each parameter should be enclosed with technical bid.**

**PARAMETER FOR SELECTION OF CONSULTANT**

Sr.No	Parameters	Maximum Marks (Weightage)
1	Technical/Qualitative Parameter	70
2	Financial Bid	30
<b>Total Marks</b>		100

For example:

Three consultants namely A, B and C participated in the bid process and their technical score are as under:

A=49, B=63 C= 56

After converting them into percentile, we get

$A = (49/63) * 100 = 77.77$

$B = (63/63) * 100 = 100$

$C = (56/63) * 100 = 88.89$

The quoted prices for consultants are as under:

A= Rs 8000, B=Rs 9000, C=Rs. 10000

The final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$A = (8000/8000) * 100 = 100$

$B = (8000/9000) * 100 = 89$

$C = (8000/10000) * 100 = 80$

As the weightage for technical parameter and cost are 60% and 40% respectively, the final scores shall be calculated as under:

$A = (77.77 * 0.7) + (100 * 0.3) = 84.44$

$B = (100 * 0.7) + (89 * 0.3) = 96.7$

$C = (88.89 * 0.7) + (80 * 0.3) = 86.22$

**Hence, the offer of "B" (being highest score) would be considered.**

**BANK DETAILS FOR NEFT/RTGS**

1.NAME OF BENEFICIARY \_\_\_\_\_

2.NAME OF BANK/BRANCH \_\_\_\_\_

3.IFSC CODE \_\_\_\_\_

4.ACCOUNT NO- \_\_\_\_\_

Date:

Authorized Signatory Place:

(Name)