



Indore Municipal Corporation

Request for Proposals

Request for Online Proposals For engaging CA firm for Providing “Handholding Support for Accounting on Accrual Based Double Entry Accounting System (AB- DEAS), Preparation of Financial Statement, Fixed Assets Register, Bank reconciliation Statements and Various Other Financial Information” for the FY2025-26 and 2026-27

NIT No: 04 Dated 27/03/2025

Indore Municipal Corporation

Regd. Off.: Nagar Nigam Mail Building, Nagar Nigam Road, Near MG Road Police Station, Indore, (M.P.)-452001

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Indore Municipal Corporation
ACCOUNT DEPARTMENT

NITNo: 04

Date:27/03/2025

Notice Inviting Tender

Indore Municipal Corporation, invites online Proposals for Short listing of Agency for **“Handholding Support for accounting on Accrual Based Double Entry Accounting System (AB- DEAS), Preparation of Financial Statement, Fixed Assets Register, Bank reconciliation Statements and Various Other Financial Information”**from Chartered Accountants Firms for the FY 2025-26 and 2026-27. The execution of task will be as per Terms of Reference mentioned in the tender documents. Tender documents can be purchased only online from website [https:// www.mptenders.gov.in](https://www.mptenders.gov.in), between **27/03/2025 TO 28/04/2025** on payment of non-refundable amount Rs. 5000.00 (Rs Five Thousand Only) plus service & gateway charges. and refundable Earnest money deposit (EMD) of Rs. 1,00,000/-. Complete proposal should be submitted online.

Commissioner Indore Municipal Corporation, reserves the right to reject any or all proposals with assigning any reasons thereof.

KEY DATES			
Purchase of Tender Start	27/03/2025		
Purchase of Tender End	28.04.2025 6:00 PM	Online Bid Submission End Date	28.04.2025 6:00 PM
Physical Bid (Technical Submission End Date	Online Only		
Envelope-A Open Date:	29/04/2025 6:00 PM		
Envelope-B(Technical Bid) Open Date	29/04/2025 6:00 PM	Envelope-C (Financial Bid) OpenDate:	Will be notified on Website

**Additional Commissioner (Finance)
Indore Municipal Corporation**

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Letter of Invitation

Invitation No.

Please read the contents of this letter carefully and follow instructions

1. The Commissioner, Indore Municipal Corporation, (hereinafter 'the Client') invites proposals to provide the following consulting services: **“Handholding Support for accounting on Accrual Based Double Entry Accounting System (AB- DEAS), Preparation of Financial Statement, Fixed Assets Register, Bank reconciliation Statements and Various Other Financial Information”**
2. Further details of the services requested are provided in the Terms of Reference at AnnexureD.
3. All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-knowbasis.
4. A firm shall be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP, The RFP includes the followingdocuments:
 - i. Letter ofInvitation
 - ii. Data Sheet and Instructions to Bidder, see AnnexureA
 - iii. Technical Proposal, for Standard Forms see AnnexureB
 - iv. Financial Proposal, for Standard Forms see AnnexureC
 - v. Terms of Reference (ToR), see AnnexureD
 - vi. Standard Contract Document, see AnnexureE
5. Please note that while all the information and data regarding this RFP is, to the best of the Client’s knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Bidder to check the validity of data included in thisdocument.
6. **Proposals will be evaluated technically and the online financial bids of the qualifying firms only will be opened following the QCBSprocedure.**

Commissioner

Indore MunicipalCorporation

Anexure A: Data Sheet and Instructions to

Bidder Data Sheet

Please read the contents of this letter carefully and follow instructions

1.	Name of the Client	Indore Municipal Corporation
2.	Method of selection	Quality and Cost Based Selection (QCBS)
3.	Financial Proposal to be submitted together with Technical Proposal	Both Technical and Financial proposal must be submitted online only.
4.	Title of Consulting Service	Appointment of Consultants for “Handholding Support for accounting on Accrual Based Double Entry Accounting System (AB-DEAS), Preparation of Financial Statement, Fixed Assets Register, Bank reconciliation Statements and Various Other Financial Information” for the FY 2025-26 and 2026-27.
5.	Duration of Contract	For the Financial Year 2025-26 and 2026-27, which may be further extended on yearly basis according to the need and performance of the consultant. However, the contract can be further extended for a period of maximum 3 financial years.
6.	Pre-bid Quires will be received through email	Yes, As per Key Schedule Additional Commissioner (Finance), Indore Municipal Corporation E-mail : lekhavibhagimc@gmail.com
7.	Client's Representative	Commissioner, Indore Municipal Corporation E-mail: lekhavibhagimc@gmail.com
8.	Proposal Validity Period	Proposals must remain valid for 180 days after the submission date indicated in this Data Sheet.
9.	Clarifications may be requested latest by 11/04/2025 only Online at: lekhavibhagimc@gmail.com . All requests for clarifications will be directed to Client's representative. The Client will publish the clarification on e-Tendering Portal within 10 days to all requests for clarifications.	

10.	The Consultant is required to include with its Proposal an authorization to sign on behalf of the Consultant	Yes
11.	Joint Ventures or Associations are permissible	No
12.	<p>Bidders Eligibility Criteria:</p> <ol style="list-style-type: none"> 1. Eligible consultants will have to show evidence of average annual turnover of Rs. 1.00Crore over the last 3 years (FY 2021-22, 2022-23 and 2023-24). The firm should submit documentary evidence for the same in form of Audited Annual Accounts. 2. Consultant should be registered with ICAI from Last 15 Years as on01.04.2024. 3. The bidder should have 5 years of experience of working in ULBs / PSUs /Government Organization. Experience of PSU Banks shall not be considered under this clause. 4. The bidder should be empaneled with Controller and Auditor General of India. 5. The bidder must have an office in Indore (M.P.). If the firm does not have an office in Indore at the time of bidding, an undertaking must be submitted with the technical bid on the firm's letterhead, stating that an office will be set up by the bidder (if selected) within 30 days from the date of signing the agreement 6. The Firm should have a DISA qualifiedpartner. 7. The firm should have at least 3 CA Partners in the firm as on01.04.2024. 8. The Bidder should not be active blacklisted/Debarred by any Central/State Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The firm should submit declaration on its letterhead. 	
13.	Currency and Budget for Proposal	INR
14.	The Consultant should submit theTechnical Proposal and the Financial Proposal online only. If proposal submitted manually then bid may berejected.	
15.	<p>Technical Presentation: Shortlisted eligible bidders may be invited to make a Presentation. Date, Time and Venue will be notified to the Shortlisted bidders. NOTE: Only the Project Director / Team Leader shall make the presentation.</p>	
16.	The Consultant must submit soft copyof the Technical Proposal (in Adobe Acrobat PDF Format) on e-Tendering Port al i.e. www. mptenders.gov.in in Envelop B.	

17.	Probable Amount of Contract	Rs. 30 Lacs Per Financial Year (Excluding GST)
18.	Bid Security/EMD	: Yes , the amount of the Bid Security is Rs. 1,00,000/- and the duration for validity of Bid Security will be 90 days
19.	Format for Bid Security will be -	: Bid Security should be submitted by the bidder by making online payment only. The receipt of submission of bid security should put in the envelopeA.
20.	A Performance Bond in the form of Bank Guarantee for a value of 5% of the contract value shall be provided as 100% Bank Guarantee in favour of The Commissioner, Indore Municipal Corporation . Bank Guarantee should be obtained from a Schedule Bank in the format provided in Section 8 of Standard Contract Document in Annexure E to this RFP and is to be submitted by the winning Bidder on or before signing the contract. The validity of the bank guarantee shall last till the date of the completion of the project period.	
21.	Tender Purchase Online date and time –	As per Key Dates/Schedule
22.	Address for submission of physical documents: Additional Commissioner (Finance), Accounts Department, Indore Municipal Corporation, Indore Email: lekhavibhagimc@gmail.com	
23.	Date for public opening of Technical Proposals:	As per Key Dates
24.	Expected date for public opening of Financial Proposals:	As per Key Dates
25.	Expected date for commencement of consulting services:	As notified by the client.
26.	Evaluation of the proposal will be based on the marks given below	

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

Evaluation Criteria of Technical

SN	Criteria	Scoring Points		Maximum points	Documentation
1	Age of the firm (number of completed years for which firm is registered) – As on 01.04.2024	15 - 20 Years	7	15	Constitution certificate issued by ICAI.
		21 – 25 Years	10		
		More Than 25 Years	15		
2	No. of CA Partners in the firm as on 01.04.2024	3 - 5	7	15	Constitution certificate issued by ICAI.
		5 - 7	10		
		More than 7	15		
3	Experience of the Firm in under taking the similar assignments of work – Project of Accrual Based Double Entry Accounting System in Any ULBs Each Work Order / Agreement will be considered as single assignment	1-5 Assignments	7	15	Copies of the work order / Agreements.
		6-10 Assignments	10		
		10 or More Assignments	15		
4	Experience of the Firm in under taking the similar assignments of work – Project of Accrual Based Double Entry Accounting System in Nagar Nigam as per Madhya Pradesh Municipal Accounting Manual / Madhya Pradesh Municipal Finance and Accounting Rules 2018. Each Work Order / Agreement will be considered as single assignment	1-5 Assignments	7	15	Copies of the work order / Agreements.
		6-10 Assignments	10		
		10 or More Assignments	15		
5	Experience of assisting ULB / PSU / Government Department for successful issuance of bond or for borrowing for more than 100 crore each assignment.	1 Assignment	7	15	Work Order / Letter from the Organization
		2 Assignment	10		
		3 or More Assignments	15		
6	Project Director / Team Leader have completed certificate course on Public Finance and Government Accounting by ICAI			10	Certificate Issued by ICAI
7	Presentation on the assignment by the bidder			15	
		TOTAL		100	

Note 1:For Point No. 3 & Point No. 4, Bidders are required to submit separate list of assignment along with work orders / agreements. Assignments should not be duplicate in both the lists.

Note 2: Bidder who will get 40 marks in point no. 1 – 6, will be called for the presentation. IMC will intimate date and time of presentation through mail.

Note 3: Overall Qualifying marks are 50 for opening of financial proposals of qualified bidder.

Note 4: Evaluation regarding Technical Competence will be done in respect of only those applicants who fulfil minimum eligibility criterion as specified in above in Data Sheet.

Instructions to Bidders for participation in e-Tendering

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

-Tendering :

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

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

Earnest Money Deposit and the tender fee:-

- The Tender fee of **Rs 5000/- (Rs. Five Thousand Only)** is to be submitted by bidder by making Online Payment only against RFPNo:_____
- The EMD of Rs. 1,00,000/- is to be submitted online by the bidder against RFPNo:..
- No Proposal will be accepted without valid earnest money deposit and Tender Document fee paid Online.
- The prospective bidders/contractors should upload scanned self-certified copies of requisite EMD and Tender fee documents on the website along with tender offer.

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

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

- On the due date of e-tender opening, the technical bid of bidders and EMD and tender fee, will be opened online. IMC reserves the right for extension of due date of opening of technical bid.
- IMC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

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

Instructions to Consultants

1	Introduction	1.1 The Bidder are invited to submit a Technical Proposal and financial proposals online only. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder. The Bidder shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder
	Eligible Bidder	1.2 The other documents required in addition to above mention are <ul style="list-style-type: none">• The application vendor should be a partnership firm/LLP registered under ICAI and in operation of at least 25 years.• The bidder must have successful execution or under execution of similar projects• The bidder should not have been blacklisted by any Government authority in India. Self declaration required
	Conflict of Interest	1.3 In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Commissioner, IMC in order to bid. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Bidder (individuals and organizations); (ii) the successor to a previous assignment executed by the bidding Bidder (e.g. implementation of a project for which the Bidder has conducted a feasibility assessment) ; (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Bidder; (iv) Bidder, suppliers or contractors who are filling, or whose personnel or

		<p>relatives are filling a post with IMC or participating IMCs e.g. advisory role, team leader; (v) Bidder, suppliers or contractors (individuals and organizations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of MadhyaPradesh</p>
	<i>Disclosure</i>	<p>1.4 Bidder has an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract</p> <ul style="list-style-type: none"> • Bidder must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings • Bidder's must disclose if they or any of their sub-Bidder have been convicted of, or are the subject of any proceedings relating to; <ul style="list-style-type: none"> a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct; b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with IMC, a City Municipal Corporation, any other donor of development funding, or any contracting authority; c) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions
	<i>Anticorruption</i>	<p>1.5 A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases IMC or the relevant Municipal Corporation will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation any activities initiated by Municipal Corporation, and Bidder will be blacklisted by the Municipal Corporation</p>
2	Clarification of RFP Documents	<p>2.1 Bidder may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent on mail to the Municipal Corporation whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet. If the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2</p>
	<i>Amendment of RFP documents</i>	<p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means. Any addendum will be released on departmental/e-Procurement website or sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing, including by standard electronic means. To give Bidder reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.10</p>

3	Preparation of Proposals Language of Proposals	3.1 The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
	<i>Cost of bidding</i>	3.2 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
	<i>Partners</i>	3.3 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position
4	Full-time Partner	It is desirable that the Project Director and Team Leader proposed should be full-time partner in the Bidder firm. A full-time partner is defined as a person who, on the date of submission of the Bidder's Proposal: <ul style="list-style-type: none"> a) is partner in the Bidder firm since more than five years; b) is not associated or partner in any other firm; c) is entitled to receive regular remuneration and benefits from the Bidder firm
5	Instructions for submission of Proposal	These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. <p>5.1 Proposals must be received before the deadline specified in the Data Sheet to tender</p>
	<i>Documents comprising the Proposal</i>	5.2 The Consultant should submit the Technical Proposal and the Financial Proposal online only. If proposal submitted manually then bid may be rejected. The Technical Proposals will be opened at the date and time specified in the Data Sheet. The Financial Proposal of technically qualified bidders will be opened online
	<i>Technical Proposal (see Annexure B)</i>	5.3 The Technical Proposal shall contain the following; <ul style="list-style-type: none"> a) Section 1: Covering Letter, subject to maximum of two (2) pages (Form Tech1); b) Section 2: Experience/ Capacity of Firm to undertake tasks, subject to maximum two (2) pages; c) Section 3: Project detail sheets outlining previous experience of the firm in similar types of assignments completed during the last five years (in prescribed format); d) Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, restricted to maximum of twenty (20) pages including charts and diagrams; e) Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Form Tech3); f) Section 6: List of proposed expert team and summary of CV particulars

		<p>relevant to the project subject to maximum of two (2) pages (use Form Tech4);</p> <p>g) Section 7: Matters not appropriate in any other section. This includes;</p> <ul style="list-style-type: none"> • written confirmation authorizing the signatory of the Proposal to commit the Bidder; • Letter of Authorization, disclosures, if any; and • Declaration of conflict of interest, if any <p>No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Bidder's Proposal</p>
	<i>Financial Proposal (see Annexure C)</i>	<p>5.4 The Financial Proposal shall contain the following:</p> <p>a) Section 1: Confirmation of acceptance of Conditions of Contract</p> <p>b) Section 2: Pricing, using prescribed formats on a fees and expenses basis</p> <p>All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items</p>
	<i>Submission instructions</i>	<p>5.5 Bidder is expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals. The Bidder shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested</p>
	<i>Taxes</i>	<p>5.6 The Bidder may be subject to taxes (such as: GST etc) on amounts payable by the Client under the Contract.</p>
	<i>Proposal prices</i>	<p>5.7 All prices should be valid for the duration specified in the Data Sheet. All prices quoted should be inclusive of the price structure as specified in the Data Sheet. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Data Sheet</p>
	<i>Currency of the Proposal</i>	<p>5.8 Proposal prices shall be quoted in Indian Rupees</p>
	<i>Proposal validity</i>	<p>5.9 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client</p> <p>A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal</p> <p>During the Proposal validity period, Bidder shall maintain the availability of</p>

		experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period
	<i>Deadline for submission of Proposals</i>	<p>5.10 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p> <p>From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal</p>
	<i>Late Proposals</i>	<p>5.11 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder</p>
	<i>Withdrawal of Proposals</i>	<p>5.12 A Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be received by the Client prior to the deadline prescribed by the Client for submission of Proposals</p> <p>Proposals that are withdrawn shall be returned unopened to the Bidder.</p> <p>No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity</p>
6	<i>Opening of Proposals</i>	<p>6.1 The Client will open Technical Proposals in the presence of Bidder' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission</p> <p>First, Envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the Envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Bidder. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals</p> <p>All remaining Envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> i. the name of the Bidder; and ii. any other details as the Client may consider appropriate <p>Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals.</p> <p>The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Bidder and indicate whether there is a withdrawal. The Bidder' representatives who are present will be requested to sign the</p>

		<p>record. The omission of a Bidder's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Bidder in writing or through standard electronic means.</p> <p>Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.5 below shall qualify for opening of Financial Proposals.</p>
7	Evaluation of Proposals	7.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidder or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidder.
	<i>Undue influence</i>	7.2 Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal
	<i>Clarification of Proposals</i>	7.3 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.4, if required
	<i>Non-conformities, Errors and omissions</i>	<p>7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.</p> <p>The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above <p>If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified</p>
	<i>Evaluation of Technical Proposals</i>	7.5 The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid data Sheet
	<i>Qualification of Technical Proposals</i>	7.6 After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Bidder whose Technical Proposals receive a mark of 50 or higher, indicating the date, time, and location for opening of Financial

		<p>Proposals</p> <p>The Client will select the Financial Proposal of those Bidder whose Technical Proposals have qualified. Quality and Cost Based Selection (QCBS) with a weightage of 80% to technical score and 20% to financial</p>
	<i>Client's right to accept any Proposal, and to reject any or all Proposals</i>	7.7 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidder
8	Award of Contract Notification	<p>8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidder of the results of the bidding.</p> <p>Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract</p>
	<i>Availability of personnel</i>	<p>8.2 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.</p> <p>The Client will not consider substitutions during contract unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation</p> <p>Failure to meet either of these requirements may result in disqualification</p>
	<i>Signing of Contract</i>	<p>8.3 Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special Conditions of Contract (draft attached in this RFP). Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.</p> <p>All formalities of signing of contract will be completed within twenty-five (25) days of notification of award</p>
	<i>Start date</i>	8.4 The Bidder is expected to commence the Services on the date and at the location specified in the Data Sheet.

Annexure B: Technical Proposal Submission Forms
Tech 1: Covering Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

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

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

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

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

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

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

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

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

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

Annex 2: Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.):
	No. of person-months provided by your firm:
Start date (month/year): Current status of the assignment – works in progress or completed Completion date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Bidder:
Name of Joint Venture partner or sub-Bidder, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent¹ Designing & implementation time	
Narrative description of Project in brief: Relevance to the Project of IMC	
Description of actual services provided by your firm in the assignment:	

Name of Firm:

Note 1: The above details should be accompanied with letter of award for each customer/ client of the bidder firm.

Note 2: In the contract is completed on the date of submission of this RFP letter of successful completion from the bidder firm client/ customer should also be enclosed.

**Yours faithfully,
(Signature of the Authorised Person)**

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

PROFESSIONAL EXPERIENCE

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

... ...
 ...

Certification:

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

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the Bidder/Sub-Bidder;

(iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof. I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorised representative]

[Name of Expert/Authorised signatory]

Date:

Place:

Tab 4: Expert Team and Summary of CV Information

Family Name, First Name	Firm Acronym	Position Assigned	Task Assigned	Employment Status with Firm (full-time, or other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature by (expert/ other)

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

1. Name of the Company/Firm, address, etc.
2. Details of rate quoted
(Figures may be written in words as well as in figures. In case of any discrepancy between figures and words, the '**written in words**' will be taken into consideration)

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

Sr. No.	Particulars	Fees (Rs.) Lump Sum
1	Handholding Support for accounting on Accrual Based Double Entry Accounting System (AB- DEAS), Preparation of Financial Statement, Fixed Assets Register, Bankreconciliation Statements and Various Other Financial Information	
2	GST @18%	
3	Total	

Yours faithfully,

(Signature of the Authorised Person)

Date:

Name:

Place:

Designation

BusinessAddress:

Seal:

Indore Municipal Corporation, Annexure D

Terms of References TOR for (RFP)

1. Introduction

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

Madhya Pradesh Municipal Accounting Manual (MPMAM), based on the National Municipal Accounting Manual (NMAM), has been prepared for improving the accounting and reporting system in Urban Local Bodies (ULBs) in Madhya Pradesh. Opening Balance Sheet as on 01-04-2007 and Annual Financial Statements upto 2023-24 have been prepared by **Indore Municipal Corporation**. Implementation SAP based Computerized Accounting System (E-Nagarpalika) is under process in IMC.

IMC issued Municipal Corporation Bond for Rs. 139.90 crores in the FY 2018-19 and Green Bond of Rs. 244.00 Crores in the FY 2022-23. IMC is also executing various projects as per government schemes like AMRUT, PMAYT, SBM etc.. IMC required to submit various financial information as compliance with regard to the bonds issued and various schemes of governments. Also, to sustain ABDEAS and to further strengthen financial reforms for timely recording of transactions and preparation of financial statements, FAR and Bank Reconciliations, IMC need regular operational support of external consultants.

IMC intends to engage a Chartered Accountants Firm which can provide the services of handholding for the purpose as mentioned above for the FY 2025-26 and 2026-27, which may be further extended on yearly basis according to the need and performance of the consultant. However, the contract can be further extended for a period of maximum 3 financial years i.e. up to FY 2029-30.

2. Objectives of the Assignment-

To provide technical and operational support to IMC to sustain ABDEAS and to further strengthen financial reforms for timely recording of transactions and preparation of financial reports as per MPMAM and Madhya Pradesh Municipal Finance and Accounting Rules 2018, preparation of fixed assets register, Bank reconciliation Statements and preparation of various financial information as required to submit for various compliances.

Name of Work:

1. Handholding support in Preparation of Accounts under Accrual Based Double Entry Accounting System for financial Year 2025-26 and FY 2026-27 & preparation of Financial Statements.
2. Preparation of Bank Reconciliation Statements of all bank accounts.
3. Updation of Fixed Assets Register
4. Providing consultancy on tax related matter as and when required.
5. Handholding support for preparation of various financial information.

3 Scope of Work:

Preparation of financial statements, Fixed Assets Register and Bank Reconciliation Statement for the F.Y 2025-26 and 2026-27 and to assist in preparation of accounts under Accrual Based Double Entry Accounting System.

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

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

- Providing handholding support for accounting of transactions on accrual basis.
- Preparation of Trial Balance on accrual basis.
- Reconciliation all revenue collections (taxes, user charges and fees).
- Support in Maintenance of Cheque registers.
- Support in Proper accounting of grants as per the covenants of each grant; identification of fixed assets created out of specific grants; support in preparation of utilization certificate and maintenance of grant register and reconciliation.
- Reconciliation of various types of accounts and obtaining confirmation of balances to ensure accuracy of manual and computerized books of accounts like:
 - Bank accounts, (including bank reconciliation arrears, if any, for previous years);
 - Bank fixed deposits, interest received and accrued thereon;
 - Outstanding Balance of contractors, suppliers, consultants and employees;
 - Payables;
 - Deposits received – Security, EMD, others;
 - Deposits given for utilities and others;
 - Loans received (borrowings), repayment of loan and interest and interest payable.
- Suggest adjustments in the books of accounts wherever required based on the reconciliations as mentioned above.

- Capital Work in Progress (CWIP) –identification and adjustments for completed and ongoing contracts, conversion to fixed assets and calculation of depreciation.
- Review of records and current financial year transactions to segregate capital and revenue expenditure items for proper grouping and booking of expenses.
- Update fixed assets and inventory records and registers. Calculation and recording of depreciation on fixed assets.
- Identification of pre-paid expenses, outstanding expenses, outstanding income and any income which is received in advance;
- Preparation of Annual financial statements on accrual basis.
- Handholding Support for Preparation of Budget
- Support to prepare and update key financial information as and when required to evaluate financial status and improvements in collection of taxes, user charges and other revenues.
- Ensure adherence to the chart of accounts, forms, accounting policies and procedures prescribed in MPMAM.
- Provide regular handholding support and training to MC staff for implementing financial reforms and sustaining migration to ABDEAS.
- Any other task required for implementing financial reforms and sustaining ABDEAS.

4 Outputs and Deliverables

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

1. Preparation of half yearly financial reports
2. Preparation of Annual financial Reports
3. Preparation of Bank Reconciliation Statements on regular basis.
4. Update of fixed Assets register
5. Submission of Progress Report.
6. Preparation of various financial statements as and when required by IMC

5 Duration of Contract: Financial Year 2025-26 and 2026-27. which may be further extended on yearly basis according to the need and performance of the consultant. However, the contract can be further extended for a period of maximum 3 financial years i.e. up to FY 2029-30

6 Expertise and inputs

Experts Title;1	Qualification and Skills	Experience
A. Project Director	<ul style="list-style-type: none"> • Fellow Chartered Accountant • Knowledge of ULB Accounting • Knowledge of MPMAM • Good exposure to computerized accounting (SAP- ERP Software), MS-Word and Excel 	Chartered Accountant having 20 year's post qualification experience with at least 10 years of exposure in implementing and sustaining migration to ABDEAS in ULBs.
B. Team Leader	<ul style="list-style-type: none"> • Fellow Chartered Accountant • Knowledge of ULB Accounting • Good exposure to computerized accounting (SAP- ERP Software), MS-Word and Excel 	Chartered Accountant having 10 year's post qualification experience with at least 8 years of exposure in implementing and sustaining migration to ABDEAS in ULBs.
C. Accountant (4 persons)	<ul style="list-style-type: none"> • CA / CA (Inter) / M.Com. / B. Com • Knowledge of ULB Accounting • Proficiency in using SAP- ERP Software, MS- Word, MS- Excel, and MS- PowerPoint 	Minimum 2 years' work experience preferably with Municipal Corporations/ other Urban Local Bodies/ MP Govt. depts. /MP Govt. Undertakings

7 Terms of Payment and Payment Schedule

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

8 Working arrangements

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

Items to be provided by the Client to the Consultant

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

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

Consultant will be responsible to arrange for :

- All transportation and travelling required for the assignment;
- Any training material required for ABDEAS and financial reforms.
- The service provider firm shall provide a substitute well in advance if any worker leaves the job.
- The service providers shall replace immediately any of its personnel, if they are unacceptable to Indore Municipal Corporation.
- The service provider's firm personnel shall not divulge or disclose to any person, any details of office, operational process, and administrative / organizational matters.

- Theserviceprovidershallnotassign,transfer,pledgeorsubcontractthe performanceofservices.
- The service provider firm shall provide back upof the accounts on dailybasis.
- The service provider firm will raise quarterly bill by 5th day of the next month which IMC shall pay after due verification. Deduction will be made from the monthly bill for inadequateand unsatisfactory service.
- In case the service provider firm fails to perform or its performance is found to be unsatisfactory, the contract can be terminated by IMC by giving one month'snotice.
- IMC reserves the right to reject any or all the bids without assigning any reason thereto. IMC will also have a right to reject any bid on the basis of unsatisfactory past performance of a bidder or warranted termination of past contract. Suppression/misrepresentation of anyfactual information by any bidder or furnishing false information shall render the contract liable to be terminated and performance guarantee forfeited. The decision of IMC shall be final and binding in this regard.
- The service provider firm shall start providing service within a period of 15 days from the date of thecontract.

9 REPORTING AND PERFORMANCE REVIEW

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

1. The consultant during the tenure and execution of this contract shall be required at all times to work in complete coordination with the employees of the MunicipalCorporation.
2. Theconsultantshallberequiredtoreporttheoutcomeoftheiractivities totheCommissioner/AC(F).
3. During the course of the contract there shall be regular meetings between the officials of the IMC and the consultanttodiscussandreviewupontheperformance oftheconsultant atmutuallyagreedtimeintervals
4. Reports/ outputs of the consultant would need to summarize the areas of their findings and recommendations wherever required. Firm would need to promptly discuss any matters that come to its attention with the Head of Accounts Section of Municipal Corporation during itswork.
5. The reports/ output generated by the consultant would be solely for the internal use of The Municipal Corporation. Any other distribution of the same must be approved by The Municipal Corporation in advance in writing. Distribution of any information pertaining to The Municipal Corporation without prior written consent of the IMC shall be treated as major misconduct and shall be dealtaccordingly
6. The consultant shall maintain a record of the activities being undertaken by them during the course of the contract. A summary of the work undertaken, completed and items pending shall be submitted to the Commissioner /AC(F) at the end of each month. This shall also form basis for the performance review of the consultant. Such record should be readily available for inspection at alltimes.

DECLARATION

(Declaration Letter on official letter head stating the following)

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

I hereby declare that Shri _____ residing at _____
_____ having Telephone No. _____, Fax No. _____
Mobile No _____ and

E-mail address _____ shall be my/our authorized representative for attending the call. He will be responsible for liaison. I hereby declare that I have signed all the pages of the tender document in token of acceptance of all the contents and terms & conditions of tender. The facts and information furnished by us are true to the best of our knowledge.

Yours faithfully,

(Signature of the Authorized Person)

Date:

Name:

Place:

Designation

Business Address:

Seal:

Anexure E: Standard Contract Document

SECTION 1: FORM OF CONTRACT

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

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

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

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

WHEREAS:

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

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Annexes: If any.

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

2. Contract Signature

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

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

3. Commencement and Duration of the Services

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

4. Financial Limit

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

5. Time of the Essence

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

For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

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

- 'Contract Price' means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

2. Interpretation

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.

Except as expressly provided in Clause 0 the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.

Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.

All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

3. OBLIGATIONS OF THE BIDDER

The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

If the Bidder is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Bidder's obligations under this Contract.

4. Personnel

All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.

No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.

Replacement of personnel will only be considered under exceptional circumstances (e.g.: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by IMC. In

case the firm makes more than 1 replacements in any one position the following penalties apply unless otherwise specified in the Special Conditions of the contract:

- On 1st replacement – 25% deduction of professional fee of that position from the month of replacement
- On 2nd and subsequent replacements - 40% deduction of professional fee of that position from the month of replacement

If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.

The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.

Bidder to submit an undertaking (in the prescribed format – section 7) stating that the full time Bidder engaged on this contract will not be deployed on any other assignments.

5. Sub-Bidder

The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

If, having obtained the Client's consent, the Bidder sub-contracts any of its obligations, the sub contract shall:

- i. provide that payments due to the sub-Bidder shall be made within 15 days from receipt of funds from the Client; and
- ii. include rights for the Bidder and obligations for the sub-Bidder to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.4) and the Client's rights and the Bidder's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-Bidder.

6. Disclosure of Information

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

7. Intellectual Property Rights

Subject to Clause 7.1, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, including the Software) specially developed by the Bidder or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of Government of Madhya Pradesh, and Municipal Corporation.

The Bidder hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

The Bidder undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.1 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.2

To the extent that it does not interfere with rights granted under Clause 7.2, ownership of intellectual property in Software created by the Bidder or the Bidder's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Bidder.

For the purpose of Clause 7.1, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

8. Confidentiality

8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- iii. Information that is already known to third parties without breach of this Contract; and
- iv. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access and Audit

The Bidder shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.

The Bidder shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Bidder shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.

Where it is found by the Client that any overpayment has been made to the Bidder, the Bidder shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

10. Corruption, Commission and Discounts

The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:

- v. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- vi. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Conflict of Interest

Neither the Bidder nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

The Bidder and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

12. Insurances

The Bidder shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

At the request of the Client, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

13. Indemnity

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

PRICE AND PAYMENT

14. Applicable Provisions and Financial Limit

Unless different provisions are substituted in Section 3, Clauses 1 to 9 inclusive shall apply in relation to price and payment.

The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

15. Fees

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

16. Invoicing Instructions

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

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

Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the

Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

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

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

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

17. Payments

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

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

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

18. Taxes and Duties

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

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

FORCE MAJEURE AND TERMINATION

19. Force Majeure

Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

From the date of receipt of notice given in accordance with Clause 19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.

If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re- instatement of the Contract, this Contract shall terminate automatically.

20. Suspension or Termination without Default of the Bidder

The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Bidder and giving the reason(s) for such suspension or termination.

Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Bidder shall:

- i. take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
- ii. provide to the Client, not more than 60 days after the Client notifies the Bidder of the suspension or termination of this Contract an account in writing, stating:
 - a) any costs due before the date of suspension or termination;
 - b) any costs incurred by the Bidder after the date of suspension or termination, which the Bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

Subject to the Client's approval, the Client shall pay such amount to the Bidder within 30 days of receipt from the Bidder of an Invoice in respect of the amount due.

21. Suspension or Termination with Default of the Bidder

The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended under Clause 21.1 and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a) the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- c) the Bidder is an individual or a partnership and at anytime:
 - i) becomes bankrupt; or
 - ii) is the subject of a receiving order or administration order; or
 - iii) makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
 - iv) makes any conveyance or assignment for the benefit of the Bidder's creditors; or
- d) the Bidder is a company and:
 - i) an order is made or a resolution is passed for the winding up of the Bidder; or

- ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
- e) the Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

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

Completion Time Guarantee

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

GENERAL PROVISIONS

22. Variations

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

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

23. Assignment

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

24. Limit of Liability

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

25. Retention of Rights

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

26. Law and Jurisdiction

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

27. Amicable Settlement

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

The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be as stated in the Special Conditions.

OFFICIALS

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

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

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

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

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

Name:

Designation:

CommunicationAddress:

Phone:

Fax:

Email:

The Nodal Officer: Not Applicable

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

6. MARKING AND DOCUMENTATION

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

7. ARBITRATION

The place of arbitration shall be Indore.

Invoice format

To be given on letter head of the firm

INVOICE

(Preparation of Property Tax Register based on GIS & Multi Purpose Household Survey) For Attention of _____	Invoice No.:
	Invoice Date:
	GST Registration No.
	PAN Number

Contract For: _____

Contract No.: _____

Period of Consultancy:	StartDate _____	EndDate _____
Milestone achieved for this claim Period Covered by this Claim		

Maximum Contract Value: _____	Total Amount Received _____
_____ Claims made	Amount: _____ Date _____ Invoice No. _____
_____ Date Received	Amount: _____ Date _____ Invoice No. _____
	_____ Date Received _____

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

PLEASE MAKE PAYMENT TO:

Bank Account:	Bank SWIFT ID:
Account Name:	Account Number:

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

Signature of Bidder

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

SECTION 7: UNDERTAKING FORMAT

Undertaking from the firm
(on a company letterhead)

To
The Commissioner,
Indore Municipal Corporation,
Indore.

This is to declare that our firm or any partner of the firm is not declared ineligible/ debarred/blacklisted by the Government of India, GoMP, Govt Agency or PSU for poor / unsatisfactory performance.

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

Authorized Signatory
(Name and Full details of the company)

**SECTION 8:
PERFORMANCE GUARANTEE**

8.1 Performance Guarantee

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

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

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

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.:*[insert Performance Guarantee number]*

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

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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