

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED



REGIONAL RAPID TRANSIT SYSTEM

BIDDING DOCUMENTS

For

CONTRACT FOR PROVIDING ACCOUNTS,

TAXATION &

OTHER STATUTORY SERVICES

Bid Reference No.: DM/FN/COR-OF/018

National Capital Region Transport Corporation Limited

7/6, Siri Fort Institutional Area, August Kranti Marg,

New Delhi – 110049

Tel: +91-11-41066943, Fax: +91-11-41066953

Website: www.ncrtc.in

E - TENDER DOCUMENT
for
CONTRACT
for
PROVIDING
ACCOUNTS, TAXATION
&
OTHER STATUTORY
SERVICES
SEPTEMBER, 2018

**NATIONAL CAPITAL REGION TRANSPORT
CORPORATION LIMITED**
7/6, Siri Fort Institutional Area,
August Kranti Marg – New Delhi - 110049
Website : www.ncrtc.in
CIN : U60200DL2013GOI256716

CONTENTS

PART I: Bidding Procedures

- Notice for Invitation of Bids (IFB)
- Section 1. Instructions to Consultants (ITC)
- Section 2. Bid Data Sheet
- Section 3. Essential Qualification Criteria (EQC)
- Section 4. Bidding Forms
- Section 5. General Conditions of Contract (GCC)
- Section 6. Special Conditions of Contract (SCC)
- Section 7. Contract Forms

PART II: Employer's Requirements

- Section 8. Scope of Work
- Section 9. Deleted
- Section 10. Deleted

PART III: Financial Proposal-Bill of Quantities

- Section 11. Financial Proposal-Bill of Quantities
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PART I

BIDDING PROCEDURES

NOTICE TO INVITATION FOR BIDS (IFB)

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LTD.
7/6, Siri Fort Institutional Area, August Kranti Marg,
New Delhi-110049.

INVITATION FOR BIDS (IFB)

Bid Reference No. DM/FN/COR-OF/018

Date: 12th Sep 2018

- 1. National Capital Region Transport Corporation Ltd. (NCRTC)**, a joint venture Company of Government of India and participating States, having its Corporate office at 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi – 110049, India, invites open e-bids (Electronic Bid) (**Manual bid are not permitted**) under single stage two packet with Quality and Cost Based Selection (QCBS) system for the following contract package, from Professional / Consulting Firms structured as Partnership Firms or Limited Liability Partnerships (LLPs), having at least three partner / director as Chartered Accountants and / or Cost Accountants having requisite experience and financial capacity for execution of the work detailed hereinafter:

1.1 Name of Work: Contract for providing Accounts, Taxation & Other Statutory services.

1.2 BID SCHEDULE:

a.	Estimated Value	Not applicable
b.	Bid Security	Amount of Bid Security:- Rs. 125,000 Validity of Bid Security in case of Bank Guarantee (BG) : 3rd April 2019 Bid Security (BG, Demand Draft, Banker's Cheque, FDR) in original as per clause 19 of ITB shall be accepted only up to 11:00 hrs on 04 th Oct 2018 in the office of the Employer at the address mentioned hereinafter . The bidder must submit the bid security in physical form and shall also upload the scanned copies of bid security in their online bid.
c.	Completion period of work	3 years, extendable by additional two years, if required.
d.	Bid Document on sale	From 12 th Sep, 2018 to 04 th Oct 2018 (up to 1100 hrs) on e-bidding portal of NCRTC as mentioned in clause 1.2 (I) of IFB (Bid Schedule).
e.	Cost of Bid Documents	Nil
f.	Last date of Seeking Clarification	20th Sep 2018 upto 1100 hrs
g.	Prebid Meeting	Deleted
h.	Last date of issuing clarification and amendment, if any	26th Sep 2018
i.	Date and time of submission of Online Bid	Bid submission start date: 29 th Sep 2018 from 1000 Hrs Bid submission end date: 04 th Oct 2018 up to 1100 Hrs
j.	Date & Time of opening of Bid (Technical Bid only)	05 th Oct 2018 at 1100 Hrs.

k.	Authority and place for submission of Bid Security, Details of MSEs	Additional General Manager - Tender National Capital Region Transport Corporation Ltd. 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi – 110049 Tel : +91-11-41066943 Fax : +91-11-41066953
l.	E-bidding portal for Uploading of Bid Documents, Uploading of Corrigendum/Addendum, Submission of bids, Uploading of Post bid clarifications, Award of Work etc.	https://etenders.gov.in/eprocure/app
* Bid Security are exempted for those bidders who fulfill the criteria of Purchase Preference Policy for Micro and Small Enterprises (MSEs) as referred in Clause 34.1 of Section 2: BDS. The concerned bidder shall submit the details as stated in the Clause 34.1 of Section 2: BDS in the office of the authority at the address mentioned hereinafter before the time and date as stipulated in clause 1.2 (b) of IFB (Bid Schedule). Such bidders shall also upload the scanned copies of these details in their online bid.		

2. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders and Section 3 “Qualification and Evaluation Criteria” stipulated in the bid document.
3. **Availability of Bidding documents:** The bid documents and addendum/corrigendum (if any) will be available free of cost for downloading on e-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule). However, it will be the responsibility of the bidder to download complete bid documents and to check and see issuance of addendum / corrigendum (if any). The addendum / corrigendum, if any, shall be made available only on the e-bidding portal of NCRTC.
4. E-Bids must be accompanied with a bid security of requisite amount and validity as stipulated in clause 1.2 (b) of IFB (Bid Schedule) in any one of the forms as specified in the bidding documents. The bidder must submit the bid security in physical form at the address mentioned in clause 1.2 (k) of IFB (Bid Schedule) and shall upload the scanned copies of bid security in their online bid before the last date and time mentioned therein. Any bids received without original bid security in the stipulated form, for the stipulated amount and stipulated validity period shall be summarily rejected.
5. For MSEs, e-bids must be accompanied with the details as stipulated in the Clause 34.1 (a) of Section 2: BDS. Such bidders shall also upload the scanned copies of these details in their online bid. The bidder must submit these details in physical form at the address mentioned in clause 1.2 (k) of IFB (Bid Schedule) and shall upload the scanned copies of these details in their online bid before the last date and time mentioned therein. Any bids received without such details in the stipulated form and stipulated validity period shall be summarily rejected.
6. **Pre-bid Meeting:** Deleted.

7. **Last Date of Receipt and opening of Bids:** Bid submissions shall be done online on e-bidding portal of NCRTC as mentioned in clause 1.2 (i) of IFB (Bid Schedule). Bidders to take note of uploading the mandatory scanned documents towards Bid Security and other documents as stated in the bid document. Submission of Bids shall be closed automatically after the last date and time on e-bidding portal of NCRTC after which no bid can be uploaded.
8. **General Instructions on e-bidding**
- 8.1 The intending bidders must be registered on e-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule). Those who are not registered on the e-bidding Portal shall be required to get registered beforehand. After registration, the bidder will get user-id and password. On login, bidder can participate in bidding process and can witness various activities of the process.
- 8.2 The authorized signatory of intending bidder, as per notarised Power of Attorney (POA), must have valid class-III digital signature. The bid document can only be downloaded from e-bidding portal of NCRTC. However, the bidder shall upload their bid on e-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule) using class-III digital signature of the authorized signatory only.
- 8.3 Bid submissions shall be done online on e-bidding portal of NCRTC, after uploading the mandatory scanned documents towards cost of bid document and bid Security or other documents like MSEs exemption certificate as stated in the bid document. Instructions for on-line bid submission are annexed.
- 8.4 Submission of bid shall be closed on e-bidding portal of NCRTC at the date & time of submission prescribed in clause 1.2 (l) of IFB (Bid Schedule) after which no bid can be uploaded. It shall be the responsibility of the bidder to ensure that his bid is uploaded online on e-bidding portal of NCRTC before the deadline of submission. NCRTC will not be responsible for non-receipt of bid documents due to any delay and/or loss etc.
- 8.5 Bid shall be valid for a period of **120 days** (both days inclusive i.e. the date of submission of bids and the last date of period of validity of the bid) from the date of submission of Bids (from the revised date of submission of Bids in case revised in corrigendum/addendum) as prescribed in clause 1.2(l) of IFB (Bid Schedule) and shall be accompanied with a bid security of the requisite amount as per clause 19 of ITB.
- 8.6 NCRTC reserves the right to accept or reject any or all bids any time without assigning any reasons. No bidder shall have any cause of action or claim against the NCRTC for rejection of bids.
- 8.7 Bidders are advised to keep in touch with e-bidding portal of NCRTC for any updates.
- 8.8 The Letter of Acceptance (LOA) to the successful bidder shall be uploaded on e-bidding portal which can be downloaded by the successful bidder.

For & on behalf of
National Capital Region Transport Corporation Limited

Additional General Manager / Tender

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the e-bidding Portal specified in clause 1.2 (l) of IFB (Bid Schedule), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-bidding Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-bidding Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at e-bidding Portal specified in clause 1.2 (l) of IFB (Bid Schedule)

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement (CPP) Portal (URL: link has been mentioned in clause 1.2 (l) of IFB (Bid Schedule)) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR BID DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a bid published on the CPP Portal.
- 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 3) The bidder should make a note of the unique Tender ID assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum/addendum published on the bid document before submitting their bids.
- 2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including

the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bid document.
- 3) Bid processing fee by e-bidding portal is NIL.
- 4) Bid Security / Earnest Money Deposit (EMD): Bidder should submit the EMD/Bid Security as per the instructions specified in clause 19 of ITB of the bid document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid shall be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- 8) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Telephonic Help Desk Number :

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

E-Mail: [cppp-nic\[at\]nic\[dot\]in](mailto:cppp-nic[at]nic[dot]in), [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

SECTION - 1

Instructions to Bidders

Section 1: Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), National Capital Region Transport Corporation Ltd. (NCRTC), hereinafter referred to as the ‘Employer’, issues these Bidding Documents for the Work as specified in Part-II: Section 8: Scope of Work. The name, identification, number of contract(s) for the bid is as specified in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) “day” means the period between any one midnight and the next. (d) “week” means a period of seven days.
2. Source of Funds	The required funds have been sourced by NCRTC, unless otherwise specified in the BDS.
3. Corrupt Practices	<p>The Employer requires that Bidders to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:</p> <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract; (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; (b) will reject a bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer’s activities, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the employer.

4. Eligible Bidder	<ul style="list-style-type: none"> (i) A Bidder may be a Partnership Firms or Limited Liability Partnerships (LLPs), having at least three partner / director as Chartered Accountants and / or Cost Accountants. The bidder must ensure the following: (ii) Submit Power of Attorney authorizing the signatory of the bid to commit the bidder. (iii) Registration Certificate of LLP, if bidder is a LLP. (iv) Certificates issued by the Institute of Chartered Accountants of India or the Institute of Cost Accountants of India, certifying Partners in the firm, in case of partnership firms. (v) Successfully undertaken day to day comprehensive accounting works, including finalization of account on contract basis for (i) Public Sector Undertakings / Government Companies (incorporated under Companies Act, 1956 or Companies Act, 2013) and / or (ii) Listed Companies with average turnover over Rs. 500 crore.
	<p>4.2 A Bidder or any of its constituents shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder shall be considered to be in a conflict of interest with one or more parties in this bidding process, if, including but not limited to:</p> <ul style="list-style-type: none"> (a) they have controlling partner / directors in common; or (b) they have the same legal representative for purposes of this bid; or (c) they have a business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder
	<p>4.3 The Bidder shall be disqualified if:</p> <ul style="list-style-type: none"> (a) The Bidder or any of its constituents included in the bid have been blacklisted/banned business dealings for with Ministry of Housing and Urban Affairs (MoHUA) along with any of its attached and subordinate offices or by any Government Metro rail organizations in India through an order issued by MoHUA or by any of the attached and subordinate offices or by any Government Metro rail organizations in India or by Ministry of Commerce issuing banning of business applicable over all departments with the banning being valid as on the last date of submission of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced. (b) Any previous contract of the Bidder or any of its constituents had been terminated for the Bidder's failure by MoHUA along with any of its attached and subordinate offices or by any Government Metro rail organizations in India at any time starting from 2 years before the deadline for submission of bids. Provided, however, there is no stay order or declaration by any Court against such termination of the Contract or such termination of the Contract has not been revoked.

	<p>(c) The Bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids or thereafter till finalization of bids.</p> <p>(d) The Bidder is found ineligible by the Employer, in accordance with ITB-3.</p> <p>(e) The Bidder or its constituent(s) has been declared by MoHUA along with any of its attached and subordinate offices or by any Government Metro rail organizations in India to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.</p> <p>The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause (using the Performa given in PS-3, Section 4) along-with the technical bid submission.</p>
	<p>4.4 Bidders shall immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB4.3 & 4.4, during the process of finalization of bids. In case the Bidder fails to inform the Employer or submits a false affidavit, his bid shall be summarily rejected and bid security shall be forfeited. The Bidder shall also be liable for banning of business dealings by the employer for a period up to five years.</p>
5. Eligible Works	<p>Comprehensive day to day book keeping, accounting work upto finalization of accounts, coordination with auditors including services for statutory compliances., for (i) Central / State Public Sector Undertakings / Government Companies (incorporated under Companies Act, 1956 or Companies Act, 2013) and / or (ii) Listed Companies with average annual turnover over Rs. 500 crore for last four financial year.</p>
B. Contents of Bidding Document	
6. Sections of Bidding Document	<p>6.1 The Bidding Document consists of Part I, II and III which includes all the Sections indicated below, and should be read in conjunction with any Corrigenda/Addenda issued in accordance with ITB8.</p> <p><u>PART I: Bidding Procedures</u></p> <ul style="list-style-type: none"> ➤ Notice for Invitation of Bids (IFB) ➤ Section 1. Instructions to Bidders (ITB) ➤ Section 2. Bid Data Sheet ➤ Section 3. Evaluation and Qualification Criteria (EQC) ➤ Section 4. Bidding Forms ➤ Section 5. General Conditions of Contract (GCC) ➤ Section 6. Special Conditions of Contract (SCC)

	<p>➤ Section 7. Contract Forms</p> <p><u>PART II: Employer's Requirements</u></p> <p>➤ Section 8. - Scope of Work</p> <p>➤ Section 9 - Deleted</p> <p>➤ Section 10. - Deleted</p> <p><u>PART III: Financial Proposal-Bill of Quantities</u></p> <p>➤ Section 11. – Financial Proposal-Bill of Quantities</p>
	6.2 The Notice to Invitation for Bids (IFB) issued by the Employer shall be part of the Bidding Document.
	6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the Employer in the clause 1.2 (l) of IFB (Bid Schedule) Invitation for Bids.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 A prospective bidder requiring any clarification of the Bidding Document shall seek clarification from the authority as mentioned under clause 1.2 (k) of IFB (Bid schedule) by uploading the queries in the standard performa provided in section-4 of bidding forms (Form PQ-1 of bidding form) on e-bidding portal of NCRTC, not later than the last date of seeking clarification given in clause 1.2 (f) of IFB (Bid schedule). The Employer will respond in writing to any request for clarification, provided that such request is received on the e-bidding portal before date and time mentioned in IFB. The clarification/reply from the Employer shall be made available on the e-bidding portal of NCRTC only, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB8 and ITB22.2.
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the stipulated work. The costs of visiting the Site shall be at the Bidder's own expense
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but subject to condition that the Bidder, its personnel, and agents will hold Employer harmless and also indemnify it and its personnel and agents from and against all liability in respect thereof, and shall be solely responsible for personal injury, loss of life, loss or damage to property, and any other loss, damage, costs, and expenses incurred during or as a result of such inspection.
	7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the

	meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
8 Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing corrigenda/addenda.
	8.2 Any corrigendum/addendum issued shall be part of the Bidding Document and shall be made available only on the E-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule).
	8.3 To give prospective Bidders reasonable time in which to take the corrigendum/addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB22.2.
C. Preparation of Bids	
9 Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10 Language of Bid	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English in which case, for the purposes of interpretation of the Bid, such translation shall govern. In case the documents are in foreign language or Indian Language other than English, a translation of the same by an authorized translator shall be submitted.
11 Documents Comprising the Bid	11.1 The Bidder shall submit their bid on-line on e-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule). Only “Original Bid Security/Earnest Money Deposit (EMD)” in the format as provided in Section 4: Bidding Forms or the relevant details for MSEs as specified in Clause 34.1 of Section 2: BDS shall be submitted in physical form to the authority as mentioned under clause 1.2 (k) of IFB (Bid schedule) prior to closing of submissions. The scanned copies of the bid security/details for MSEs shall also be upload along with the technical bid. It shall be the responsibility of the Bidder to ensure that his original bid security/details of MSEs reaches the designated place before the time and date as stipulated in clause 1.2 (b) of IFB (Bid Schedule).
	11.2 Initially, only the Technical Bids shall be opened online at the latest date and time specified in clause 1.2 (j) of IFB (Bid Schedule). The Price Bids shall be opened later. The Technical Bids shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Technical Bids would be permitted after the opening of Technical bids. Technical Bids which do not conform to the specified requirements may be rejected as deficient Bids.
	11.3 Price Bids of technically compliant Bidders who are declared qualified in the technical bid evaluation shall be opened online at a date and time advised by the Employer subsequently. The Price Bids are evaluated and the Contract is awarded to the Bidder in accordance with the stipulated evaluation criteria.

	<p>11.4 The Technical Bid (E-bid) shall contain the following :</p> <p>11.4.i Letter of Technical Bid in accordance with ITB16;</p> <p>11.4.ii Scanned Copy of Bid Security (Original bid security shall be submitted in physical form to authority as mentioned under clause 1.2 (k) of IFB (Bid schedule), in accordance with ITB Clause 19;</p> <p>11.4.iii alternative Technical Bid, if permissible, in accordance with ITB Clause 13;</p> <p>11.4.iv written confirmation authorizing the signatory of the Bid to commit the Bidder , in accordance with ITB Clause 20.2;</p> <p>11.4.v documentary evidence in accordance with ITB Clause 17 establishing the Bidder 's qualifications to perform the contract; and</p> <p>11.4.vi any other document required in the BDS.</p> <p>(i) Bid Index</p> <p>(ii) Duly filled bidding forms along with requested documents as mentioned in Section 4: Bidding Forms;</p> <p>(iii) Form –UT -Undertaking regarding downloaded bid Document</p>
	11.5 Deleted.
12 Bid Letters and Price Schedules	12.1 The Bidder shall upload the Technical Bid using the appropriate formats available in bid documents. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	12.2 The Bidder shall submit, as part of the Price Bid, the Schedules, including the Bill of Quantities.
13 Bid Prices	13.1 The prices quoted by the in the Bill of Quantities shall conform to the requirements specified below.
	13.2 The Bill of Quantities comprises of items pertaining to provision of services for fulfillment of the entire scope of work during the scheduled contract period and Bidder s are required to quote amount as defined in Bill of Quantities.
	13.3 Deleted.
	13.4 The Bidder is not allowed to quote any discount in the Bill of Quantities.
	13.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	13.6 All duties, taxes, royalties, cess and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder except Good and Services Tax (GST) which shall be paid as applicable in accordance with the prevailing rules of Govt. of India on submission of certified GST invoices.
	13.7 Deleted.
14 Currencies of Bid and Payment	Indian Rupees (INR or Rs.)
15. Documents Comprising the Technical Bid	15.1 The Bidder shall furnish a commitment in Letter of Technical Bid (LTB) for deployment of equipment, software and personnel as stipulated in Section 8: Scope of Work.

	15.2	Bidder should note that non-submission of the Letter of Technical Bid (LTB) by the Bidder shall result in summary rejection of his bid.
16. Documents Establishing the Qualifications of the Bidder	16.1	To establish its qualifications to perform the Contract in accordance with Section 3: Qualification and Evaluation Criteria, the Bidder shall submit as part of its technical bid the information requested in the corresponding information sheets included in Section 4: Bidding Forms.
	16.2	Domestic Bidder s, individually or in joint ventures/Consortium if permitted, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB34.
17. Period of Validity of Bids	17.1	Bids shall remain valid for a period identified in Para 8.5 of IFB. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
	17.2	In exceptional circumstances, the Employer may request Bidder s to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB19, it shall also be extended up to the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
18. Bid Security	18.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in stipulated form with requisite validity and for the said amount of Currency as specified in clause 1.2 (b) of IFB (Bid Schedule).
	18.2	<p>The bid security shall be, at the Bidder 's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) A Cashiers or Banker's certified cheque or Bank draft or FDR drawn on a Scheduled/Nationalized Bank in India in favour of "National Capital Region Transport Corporation Ltd." payable at New Delhi; or (b) An unconditional bank guarantee (BG) using the Form given in Section 4: Bidding Forms. The bank guarantee shall be from a bank having minimum net worth of over INR 5000 million from the specified banks as under: <ul style="list-style-type: none"> (i) a Scheduled Bank in India, or (ii) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by a scheduled Bank in India, (c) The Scheduled Bank issuing the Bank Guarantee shall be preferably on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be preferably be sent by the issuing bank to the Employer's Bank through SFMS. <p>Further, the Bid Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" in case sent by the BG issuing Bank through SFMS sealed in an envelope shall be submitted, as stated in ITB21.1</p> <p>The Issuing Bank shall send the SFMS to:</p>

	<p>Beneficiary: National Capital Region Transport Corporation Limited Bank Name: HDFC Bank Branch: Anand Lok, New Delhi Account No. 50200029737870 IFSC Code: HDFC0000482</p> <p>The bid security shall be valid up to the date as mentioned in IFB under clause 1.2 (b) (Bid Schedule), or up to the date mentioned in the letter of request for extension, if any under ITB18.2.</p>
	18.3 Any bid not accompanied by an enforceable and compliant bid security, as required in accordance with ITB19.1, shall be summarily rejected by the Employer as non-responsive.
	18.4 The bid security of unsuccessful Bidder s shall be returned as promptly as possible upon the successful Bidder 's furnishing of the performance security pursuant to ITB41. However, bid security of those Bidder s who have not been technically qualified shall be returned after opening of Price bid.
	18.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required performance security and signed the Contract.
	18.6 The bid security shall be forfeited: <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids; 18.6.1 if a Bidder misrepresents or omits the facts in order to influence the procurement process; 18.6.2 if the successful Bidder fails to: <ul style="list-style-type: none"> 18.6.2.1 furnish a performance security in accordance with ITB41; 18.6.2.2 accept the correction of its Bid Price pursuant to ITB32.2; or (iii) furnish a domestic preference security if so required. 18.6.3 if the affidavit submitted by the Bidder or its constituents in pursuance to ITB clause 4.4 or any of the declarations of Letter of Technical Bid submitted by the Bidder has been found to be false at any stage during the process of bid evaluation.
	18.7 The Bid Security of a JV/Consortium shall be in the name of JV/Consortium that submit the bid or in the name of the Lead member of JV /Consortium.
19. Format and Signing of Bid	19.1 The Bidder shall submit their bid on-line on e-bidding portal of NCRTC as mentioned in clause 1.2 (I) of IFB (Bid Schedule).
	19.2 The bid shall be submitted online and bidder shall upload its bid on e-bidding portal of NCRTC as mentioned in clause 1.2 (I) of IFB (Bid Schedule) using class-III digital signature of the authorized signatory having notarised Power of Attorney (POA).
D. Submission and Opening of Bids	
20. Submission and Opening of Bids	20.1 Bidder s shall be uploaded their bid submission online on e-bidding portal of NCRTC as mentioned in clause 1.2 (I) of IFB (Bid Schedule) within the stipulated date and time provided in clause 1.2 (i) of IFB (Bid Schedule).The Bidder shall ensure that they had received receipt/acknowledgement of their bid submission which is generated by the system itself on successful submission of bid online

	20.2	Original Bid Security/Relevant details of MSEs shall be submitted physically to designated authority as mentioned under clause 1.2 (k) of IFB (Bid schedule) within the deadline provided in clause 1.2 (i) of IFB (Bid Schedule). It shall be the responsibility of the Bidder to ensure that the envelope containing 'Bid Security/Relevant details of MSEs' is submitted to designated authority before the time and date as stipulated in clause 1.2 (b) of IFB (Bid Schedule).
	20.3	The Bidder shall seal the "Original Bid Security/Relevant details of MSEs" in an envelope. The envelope shall: <ul style="list-style-type: none"> a. bear the name and address of the Bidder ; b. addressed to the Authority mentioned in clause 1.2 (k) of IFB (Bid schedule); and c. bear the specific identification of this bidding process as indicated in Clause 1.1 of Section 2: BDS.
	20.4	Original Bid Security/ Relevant details of MSEs in physical form submitted after due date and time shall not be accepted and online bids of such Bidder s shall be rejected summarily. NCRTC shall not be responsible for delay, loss or non-receipt of 'Original Bid Security/ Relevant details of MSEs' sent by post / courier.
	20.5	NCRTC shall not be responsible for "Original Bid Security/Relevant details of MSEs" delivered to any other place / person in NCRTC other than the designated authority.
	20.6	The Employer may, at his discretion, extend the deadline for submission of bids by issuing an corrigendum/addendum, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.
	20.7	Bids sent telegraphically or through other means of transmission except as mentioned in clause 20.1 of ITB shall be treated as invalid and shall stand rejected.
21. Deadline for Submission of Bids	21.1	It shall be the responsibility of the Bidder to ensure that his bid is submitted online on e-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule) before the deadline of submission. NCRTC will not be responsible for any delay, internet connection failure or any error in uploading of bid submission. The Bidder s are advices to upload their submissions well before the due date and time of bid submission to avoid any problem and last minute rush.
	21.2	The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB8, in which case all rights and obligations of the Employer and Bidder s previously subject to the deadline shall thereafter be subject to the deadline as extended.
22. Late Bids	22.1	Submission of Bids shall be closed on e-bidding portal of NCRTC at the date & time of submission prescribed in clause 1.2 (i) of IFB (Bid Schedule) after which no bid can be uploaded. The Employer shall not consider any bids after the deadline of submission.

23. Withdrawal, Substitution, and Modification of Bids	23.1 A Bidder may withdraw, substitute, or modify its Bid-Technical or Price prior to deadline of the bid submission as mentioned in clause 1.2(i) of IFB.
	23.2 Bids requested to be withdrawn in accordance with ITB24.1 shall not be allowed to be resubmitted.
	23.3 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
24. Bid Opening	24.1 The Employer shall conduct the electronic opening of Technical Bids on e-bidding portal of NCRTC as per the schedule date and time. The opening of the Technical Bids and subsequent details can be viewed by the Bidders by logging on the e-bidding portal of NCRTC. Alternatively, any Bidder who wish to attend the technical bid opening can be present during the opening. The Bidder's representatives who are present shall be requested to mark their attendance on the format available with the employer.
	24.2 The price bid submitted online on e-bidding portal of NCRTC will remain unopened in the e-bidding portal of NCRTC until the time of opening of price bid. The date and time of the opening of the price bid will be notified to all the bidders on e-bidding portal of NCRTC whose bid is found to be substantially responsive and qualified in technical evaluation.
	<p>24.3 Envelopes holding the “Original Bid Security/Relevant details of MSEs” shall be opened one at a time, and the following read out and recorded :</p> <p>24.3.1 the name of the Bidder;</p> <p>24.3.2 the presence of a Bid Security/ Relevant details of MSEs, if required; and</p> <p>24.3.3 any other details as the Employer may consider appropriate.</p> <p>Only e-technical Bids recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids in accordance with ITB Sub-Clause 23.1 except the bid(s) which are not accompanied by “Original Bid Security/Relevant details of MSEs” in physical form.</p>
	24.4 The Employer shall prepare a record of the opening of e-Technical bids that shall include, as a minimum: the name of the Bidder and the presence or absence of a “Original Bid Security/Relevant details of MSEs”. The Bidders' representatives who are present shall be requested to sign the record available with the NCRTC. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
	24.5 At the end of evaluation of the Technical Bids, the Employer shall conduct the electronic opening of Price Bids of the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award of work. The date and time of the opening of Price Bids will be published after the technical evaluation on e-bidding portal of NCRTC.
	24.6 The Employer will also publish on the e-bidding portal, the names of Bidders whose bid have not been found substantially responsive to the requirements of the Bidding Document and have not been determined as qualified for award of work as a result of evaluation of Technical Bid. Their Price Bids will not be opened.

	24.7	The Employer shall conduct the electronic opening of Price Bids on e-bidding portal of NCRTC. The opening of the Price Bids and subsequent details can be viewed by the Bidder s by logging on the e-bidding portal of NCRTC. Alternatively, any Bidder who wish to attend the price bid opening can be present during the opening. The Bidder 's representatives who are present shall be requested to mark their attendance on the format available with the employer.
	24.8	The Price Bids shall be opened one at a time and the following read out and recorded: 24.8.1 the name of the Bidder 24.8.2 the Bid Price(s). 24.8.3 any other details as the Employer may consider appropriate.
	25.9	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record available with the NCRTC. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
E. Evaluation and Comparison of Bids		
25. Confidentiality	25.1	Information relating to the examination, evaluation & comparison, qualification of Bids and recommendation of contract award except as otherwise provided in the BDS, shall not be disclosed to Bidder s or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
	25.2	Any attempt by a Bidder to influence the Employer in the examination, evaluation and comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
	25.3	Notwithstanding ITB Sub-Clause 26.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
26. Clarification of Bids	26.1	To assist in the examination, evaluation and comparison of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing and delivered to concerned Bidder s through e-bidding portal. The due date and time to response these queries will also be communicated. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB Clause 32.
	26.2	The Bidder shall respond to the queries on e-bidding portal. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, their bid shall be evaluated as per the available information in the submitted bid.
27. Deviations, Reservations, and Omissions	27.1	During the evaluation of bids, the following definitions apply: 27.1.1 "Deviation" is a departure from the requirements specified in the Bidding Document; 27.1.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

	27.1.3	“Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
28. Determination of Responsiveness	28.1	The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
	28.2	A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, <ul style="list-style-type: none"> 28.2.1 if accepted, would: <ul style="list-style-type: none"> 28.2.1.1 affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or 28.2.2 if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	28.3	The Employer shall examine the technical aspects of the bid submitted in accordance with ITB16, Technical Bid, in particular, to confirm that all requirements of Part-II-Employers Requirements have been met without any material deviation or reservation.
	28.4	The evaluation of the technical bid shall be done in accordance with the Qualification and Evaluation Criteria described in Section -3 –Qualification and Evaluation Criteria.
	28.5	If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.
29. Non-conformities, Errors, and Omissions	29.1	Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission.
	29.2	Provided that a bid is substantially responsive, the Employer may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the bid, failing which bids shall be evaluated based on the information available in the submitted bids.
30. Qualification of the Bidder	30.1	The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders are qualified to perform the Contract satisfactorily.
	30.2	The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 17, to clarifications in accordance with ITB Clause 27 and the qualification and evaluation criteria indicated in Section-3. Factors not included in Section 3, Evaluation and Qualification Criteria, shall not be used in the evaluation of the Bidder’s qualification.

	30.3 An affirmative determination of technical bid shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall not open the Price Bid of the Bidder.
31. Correction of Arithmetical Errors and Omissions in Price Bid and Evaluation of Bid Price	32.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors and omissions in the price bid without changing the lump sum price quoted in the price bid and arrive at the Evaluated Bid Price as specified in clause 5.1 (a) of Section 3: Qualification and Evaluation Criteria.
	32.2 If the Bidder who is being considered for the award of work in accordance with the stipulated evaluation criteria does not accept the correction of errors and omissions as per above provisions, its bid shall be disqualified and its bid security shall be forfeited.
32. Conversion to Single Currency	For evaluation and comparison purposes the currencies of the bid shall be converted into Indian Rupees as stated in BDS.
33. Purchase Preference	33.1 Unless otherwise specified in the BDS the Purchase Preference shall not apply. 33.2 Unless otherwise specified in the BDS the Domestic Preference shall not apply.
34. Evaluation of price Bids	34.1 The Employer shall evaluate Price Bids of each Bid for which the Technical Bids have been determined to be substantially responsive and for the Bidder who fulfil all the elements of minimum eligibility criteria as stipulated in section 3- Qualification and Evaluation. The Employer shall use the criteria and methodologies listed in this section. No other evaluation criteria or methodologies shall be permitted.
	34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered, is specified in Section 3 (Evaluation and Qualification Criteria).
	34.4 If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under: - a) If overall price quoted by the L ₁ bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L ₁ and L ₂ is more than 5% of the estimated price, then the bid price of L ₁ bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the (0.9x engineer's estimated price – L ₁ price) or (0.95 x L ₂ price – L ₁ price) whichever is lower, on this account. Example below

	<p>demonstrates the method of calculation to arrive at additional performance security:</p> <p>Suppose overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to</p> $\{0.9 \times \text{engineer's estimated price} - (1-17/100) \times \text{engineer's estimated price}\} = \{0.07 \times \text{engineer's estimated price}\} = 7\% \text{ of engineer's estimated price or}$ $\{0.95 \times (1-8/100) \times \text{engineer's estimated price} - (1-17/100) \times \text{engineer's estimated price}\} = \{0.044 \times \text{engineer's estimated price}\} = 4.4\% \text{ of engineer's estimated price; whichever is lower.}$ <p>As per the above L₁ bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price.</p> <p>(b) If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 10% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security:</p> <p>Suppose for the L₁ bidder overall % age difference between quoted contract price and the engineers estimated price;</p> $(\text{Overall contract price} - \text{Overall estimated price}) \times 100 \div \text{overall estimated price} = +4\%$ <p>Maximum % age below permitted over estimated price of any bill / schedule in this case = +4 – 10 = -6%</p> <p>Suppose for the L₁ bidder has quoted 20% below estimated price of schedule “A” then the pricing of the schedule A shall be treated as unbalanced and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 6) % of the estimated price of schedule A.</p>
35 Comparison of Bids	The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 34 and 35.

36 Employer's Right to Accept Any Bid, and to Reject Any or All Bids	36.4 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidder s. In case of annulment bid securities (if submitted), shall be promptly returned to the Bidder s.
F. Award of Contract	
37 Award Criteria	37.4 Negotiations with the Bidder s being considered for the award of work The Bidder found successful in accordance with the Section-3 - Qualification and Evaluation criteria, shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the Bidder under this bidding document and to discuss issues such as availability and deployment of Personnel(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, price negotiations shall also be resorted to. However in no case such financial negotiation should result into increase in the financial cost as originally quoted by the Bidder and on which basis the Bidder has been called for negotiation.
	37.5 If any of the Key Expert(s) of the successful bidder, other than the Team Leader, scores less than 50% of the maximum marks allotted to its category, then the concerned Key Expert will have to be replaced with a Key Expert(s), during negotiations, with Key Expert(s) whose score will be minimum 50% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). The Employer shall intimate the concerned bidder for the replacement of rejected Key Expert(s) at the time of inviting the bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the bidder within 15 days of issue of such communication from the Employer with another Key Expert(s) whose score will be at least 50% or more in accordance with the stipulated qualification and evaluation criteria for its category(s).
	37.6 The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the eligible offer in accordance with the criteria stipulated in section 3 –Qualification and Evaluation Criteria.
	37.7 The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 3: Qualification and Evaluation Criteria are still being met by the Bidder whose offer is under consideration for the award of work. A Bid shall be rejected if the qualification criteria as specified in Section 3: Qualification and Evaluation Criteria are no longer met by the Bidder whose offer is under consideration for the award of work. In this event the Employer shall proceed to the next eligible Bidder in the ranking to make a similar reassessment of that Bidder 's capabilities to perform satisfactorily.
38 Notification of Award	38.4 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder , in writing, that its bid has been accepted by the Employer. Such notification (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay

		the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. The Letter of Acceptance shall be published on the e-bidding portal. The successful Bidder can also download the same.
	38.5	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
39 Performance Security	39.4	Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, as specified in Special Conditions of Contract, using for that purpose the Performance Security Form included in Section 7: Contract Forms.
	39.5	Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
	39.6	The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.
40 Signing of Contract	40.4	Promptly after receipt of Performance Security, the Employer shall send the successful Bidder the Contract Agreement.
	40.5	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
41 Jurisdiction of Courts		The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Bid Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.

SECTION - 2
BID DATA SHEET
(BDS)

Section 2: Bid Data Sheet (BDS)

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 – Instructions to Consultants. The BDS is numbered with the same numbers as the corresponding ITB clauses

A. GENERAL

ITB 1.1	Bid reference number of the Invitation for Bid is: DM/FN/COR-OF/018
	The name of the work is: Contract for providing Accounts, Taxation & Other Statutory services

B. PREPARATION OF BIDS

ITB 7.2	Deleted
ITB15.1	The prices shall be quoted by the consultant entirely in Indian Rupees (INR). All other provisions stipulated in the bid documents in this regard shall be deemed to be modified accordingly.
ITB 17.2	No domestic preference shall be applicable except for MSEs registered firms and Make in India as identified in Clause 34.1 below.
ITB 26.1	Summary of the Information relating to the technical and financial evaluation and award of contract shall be uploaded on the e-bidding portal of NCRTC.

C. SUBMISSION OF EMD AND OPENING OF E-BIDS

ITB 34.1	<p>Add the following to ITB34.1:</p> <p>(a) Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms: -</p> <p>(i) Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government existing policy on the date of acceptance of bid shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.</p> <p>(ii) The consultant(s) shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items bidded to avail the benefits under the policy. The SMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part – II)” of the concerned District Centre where the unit is established. The SMEs must also indicate the terminal validity date of their registration.</p> <p>(iii) Such MSE registered firms shall be exempted from payment of Bid Security.</p> <p>(iv) Definition of MSEs owned by SC/ST is as given below:</p> <p>(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.</p> <p>(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.</p> <p>(c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.</p>
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	<p>(v) All consultants registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other consultants. There shall not be any relaxation in eligibility criteria/bid process or other bid requirement.</p> <p>(vi) If consultant being considered for the award of work in accordance with Section-3 is non-MSE firm, then in such a case purchase preference facility shall not be applicable for the bid as the work cannot be split. The total work shall be offered to the consultant who is determined as the consultant to be considered for the award of work in accordance with the stipulation in Section – 3, Qualification and Evaluation Criteria irrespective of their registration status and the benefit to MSEs shall be limited to exemption from submission of bid security only.</p> <p>(vii) The above facilities shall not be applicable for the items for which they are not registered.</p> <p>(b) Public Procurement (Preference to Make in India)</p> <p>Purchase preference policy for Make in India: -</p> <p>(i) Definitions: For the purposes of this Order: ‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.</p> <p>‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.</p> <p>(ii) Purchase Preference shall be given to local suppliers in the manner specified hereunder:</p> <p>a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.</p> <p>b) If L1 is not from a local supplier, the lowest consultant among the local suppliers, will be invited to match the L1 price subject to local supplier’s quoted price falling within +20% (the margin of purchase preference), and the contract shall be awarded to such local supplier subject to matching the L1 price.</p> <p>c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within +20% (the margin of purchase preference) matches the L1 price, then the contract may be awarded to the L1 bidder.</p>
ITB39	Deleted
ITB42	Courts at New Delhi shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.

SECTION - 3

Qualifying Criteria & Evaluation Criteria

SECTION -3

EVALUATION AND QUALIFICATION CRITERIA

1 Evaluation Sequence

Bids will be evaluated as follows:

- i) Evaluation of Administrative Requirements, Compliance and Responsiveness
- ii) Evaluation of Eligibility and Qualification Requirements
- iii) Evaluation of Technical Proposal/Data
- iv) Financial Evaluation

1.1 Evaluation of Administrative Requirements, Compliance and Responsiveness

1.1.1 Generally

- a) The Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the administrative requirements, Compliance and Responsiveness of the Bid Documents.
- b) The following Administrative Requirements, Compliance and Responsiveness Items will be checked for substantially responsiveness :
 - i. The Bid Security is in the correct form, of the required amount and validity period, issued by a schedule bank of India and properly signed.
 - ii. The power of attorney for the Bid signatory shall be in the acceptable form and properly notarized containing specimen of the authorized person.
 - iii. The Digital signature (DSC) used for uploading of the tender submission should be in the name of the person to whom the power of attorney (POA) have been issued.
 - iv. The Bidder and/or JV/Association/Consortium Information Sheets (Forms ELI- 1.1&1.2) are in the correct form.
 - v. All Bid Forms have been signed and stamped
 - vi. All pages of Bid are initialed and numbered
 - vii. All other Bid Forms have not been altered and are all signed.
 - viii. The undertaking for downloading bid document/addendum/corrigendum/clarifications is submitted (Form UT).
 - ix. One Bid per Bidder
- c) A “substantially responsive” Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one:
 - i. which affects in any substantial way the scope, quality or performance of the Works;
 - ii. which limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - iii. whose rectification would affect unfairly the competitive position of other Bidders presenting fully responsive Bids.

If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

1.1.2 Result of Evaluation

- a) Subject to the requirements of Clause 1.1.1 of these Bid Evaluation Procedures, any deficiency found in the evaluation of the above items shall be clarified by the Employer and corrected by the Bidder. No material alteration shall be made to the Bid in rectifying the deficiency.

- b) This Stage of the evaluation shall be on a “Pass” or "Fail" basis. Each of the items listed above will be checked and if any item is evaluated to "Fail" then the entire Bid will be failed under this Stage of the evaluation.
- c) In case the Bidder does not respond in an acceptable manner to the request for Clarification, the Bid will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.

2. Minimum Eligibility /Qualification Requirements

A bidder for his qualification in technical bid must qualify in all the requirements of Minimum Eligibility Criteria stipulated in this clause. A bidder not meeting all the requirements of eligibility criteria shall not be considered for further evaluation. Bidders not meeting the minimum eligibility criteria shall not be considered for further evaluation of their technical bid.

2.1 Eligibility			
Sub-Factor	Criteria		Documentation Required
	Requirement	Single Entity	
2.1.1 Conflict of Interest	No- conflicts of interests as described in ITB4.2.	Must meet requirement by the single entity	Letter of Technical Bid Form PS 1
2.1.2 Blacklisting/Banning	Not Disqualified under Sub-Clause ITB4.3	Must meet requirement by the single entity	Affidavit (Form PS 3)
2.2 Financial Situation			
Sub-Factor	Criteria		Documentation Required
	Requirement	Single Entity	
2.2.1 Annual Turnover	Submission of audited financial data for the last five (5) years to demonstrate the current soundness of the bidders financial position with minimum accounting works turnover of Rs. 22 lakh	Must meet requirement by the single entity	Form FIN –1
2.2.3 Net Worth	The bidder should have positive net worth. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of submission of the tender.	Must meet requirement by the single entity / By each member of JV or Consortium	Form FIN –1

Notes:

1. For sub- clause 2.2.1 and 2.2.2:

In the event that the bidder certifies that audited accounts for the latest concluded Financial year are not available, the bidder shall furnish information pertaining to the last four years after ignoring the latest concluded financial year. In such case, only the figures for the latest years shall be considered for evaluation.

2. For sub-clause-2.2.2:

For the Average Annual turnover from design related activities excluding project management consultancy services, the Bidder should submit actual turnover figures for the specified financial years. For Evaluation purpose the figures of previous years shall be updated @ 5% per year for Indian Currency and @ 2% per year for foreign currencies compounded annually based on INR value to bring them to the level of the last Financial Year specified in sub-clause. If the figure for turnover in an individual year is in a currency other than INR, then the same shall be updated as per above % and then be converted to INR based on the exchange rates of State Bank of India TT selling rate as on 28 days before the latest date of online bid submission

2.3 Work Experience

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
<p>2.3.1 General Experience</p> <p>Firm / LLP of Chartered Accountants or Cost Accountants should have at least three (3) Chartered Accountants and / or Cost Accountants as Partner or Directors.</p> <p>Annual turnover from accounting service should be minimum of Rs 22 lakh in each financial year, during last 3 years (FY 2015-16, 2016-17 and 2017-18), which shall be certified by an Independent Chartered Accountant or Statutory Auditors of the bidder. The issuing Chartered Accountant must not be a partner / director / associates in the bidder firm / LLP.</p> <p>The firm should have fully functional office in Delhi NCR, under control of FCA / FCMA Partner / Director.</p>	<p>Must meet requirement by the Partnership Firm / LLP</p> <p>Must meet requirement by the Partnership Firm / LLP</p> <p>Must meet requirement by the Partnership Firm / LLP</p>	<p>Certificate issued by Institute of Chartered Accountants of India or Institute of Cost Accountants of India</p> <p>Form Fin – 1</p> <p>Self-Certification</p>
<p>2.3.2 Specific work Experience</p> <p>Minimum Eligibility Criteria</p> <p>The Bidder must have completed/substantially completed following “Eligible work(s)” during the last five financial years:</p> <p>i. At least one “Eligible Work” of value not less than INR 47.50 lakh during a financial year.</p> <p style="text-align: center;">OR</p> <p>ii. At least two “Eligible Works” each of value not less than INR 29.50 lakh during a financial year.</p> <p style="text-align: center;">OR</p> <p>iii. At least three “Eligible Works” each of value not less than INR 22.00 lakh during a financial year.</p> <p>Anyone of the above criteria shall be considered as eligible works. A work contract spread over more than one year, shall be evaluated financial year wise.</p>	<p>Must meet requirement by the Partnership Firm / LLP</p>	<p>Form EXP – 2(a)</p>

<p>The eligible work shall be a work undertaken / executed with (i) Central / State Public Sector Undertakings / Government Companies (incorporated under Companies Act, 1956 or Companies Act, 2013) and / or (ii) Listed Companies with average annual turnover over Rs. 500 crore for last four financial year. The bidder need to submit copies of Work Order / Letter or Award along with TDS Certificates / Form 26AS. The value of work undertaken shall be considered based on TDS Certificates with details of work issued. Alternatively, experience certificate with value of completed work shall also be considered as evidence / supporting document.</p> <p>The amount shall be supported with TDS Certificate or Form 26AS duly certified by the bidder.</p>		
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3. Evaluation of Technical Bid

3.1 Further evaluation of the technical package of a bidder, meeting the minimum eligibility criteria stipulated in clause 2 above, shall be done as per the marking /scoring system enumerated below.

The evaluation committee appointed by the Employer shall carry out its technical evaluation applying the evaluation criteria and point system specified herein. Each responsive bid shall be attributed a technical score. The technical bid should score at least 50% of maximum marks to be technically qualified. The Employer shall shortlist 5 (Five) top bidders on the basis of their technical score to be eligible for financial bid opening and financial bid of balance bidders shall be returned unopened.

The Employer shall notify the finally selected 05 (five) bidders indicating the date and time set for opening of the financial bid.

3.2 Marking /Scoring System

Item Code	Parameter	Max. Marks	Criteria
1	The firm / LLP should have at least three partners / directors with relevant qualification i.e. Chartered Accountant and / or Cost Accountant. The professionals should have requisite experience in accounting services.	20	<p>The marks shall be awarded for the number of partners with relevant qualification i.e. Three/Four/Five partners.</p> <ul style="list-style-type: none"> • 3 marks for each FCA / FCMA Partner / Director • 1 marks for each ACA / ACMA Partner / Director .

2	The eligible work shall be a work undertaken / executed with (i) Central / State Public Sector Undertakings / Government Companies (incorporated under Companies Act, 1956 or Companies Act, 2013) and / or (ii) Listed Companies with average annual turnover over Rs. 500 crore for last four financial year. The work shall be anyone of the following: a) Three similar completed works each costing not less than Rs. 22.00 lakh during a financial year. b) Two similar completed works each costing not less than Rs. 29.50 lakh during a financial year. c) One similar completed work costing not less than Rs. 47.50 lakh during a financial year.	50	The marks shall be awarded as under: # - Satisfying eligible works : 20 marks - Satisfying double the eligible works : 30 marks - Satisfying triple the eligible works : 40 marks - Satisfying quadruple the eligible works : 50 marks
3	Average annual turnover (Fees for Accounting Services / assignments only) for last three years	30	The marks shall be awarded on pro-rata basis on the basis average turnover of the last three financial years preceding the proposal due date as under. • 10 marks for turnover of Rs 22.00 lakh • 2 Additional marks for each additional turnover of Rs. 7.50 lakh
	Grand Total	100	

4. Technical Score of Bidder (St)

The evaluation of the technical bids shall be done on the basis of various documents submitted by the bidder, as per the method of evaluation stipulated above. After technical evaluation of the technical bids as per the stipulated method, the score of the bidder in technical evaluation (St) shall be arrived for working out the composite score in accordance with clause 5.2

5. Financial Bid evaluation

5.1 Financial Score of the bidder (Sf)

The financial score of a bidder shall be worked out as per the following formula

$$Sf = 100 \times Fm / F$$

Where;

Sf is the financial score of a bidder

Fm is the lowest total price received in the bidding

F the total quoted price of the bidder

5.2 Composite Score

The composite score of a bidder which shall be the deciding factor in award of the work shall be worked out as under:

$$\text{Composite Score of a bidder} = St \times 0.80 + Sf \times 0.20$$

Where,

St & Sf are the technical and financial scores of a bidder respectively.

Bidder with the highest composite score shall be considered for the award of the work.

SECTION - 4

BIDDING FORMS

Section 4: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Table of Forms

Description	Page no.
Letter of Technical Bid- Form PS-1	
Format for Affidavit (along with bid) –Form –PS-3	
Bid Security Form-BDF-1	
Power of Attorney for authorized signatory	
Bill of Quantities (BOQ)	
Form ELI-1: Bidders Information Sheet	
Form FIN-1: Annual Turnover	
Form EXP-2(a): General Experience	
Form UT- Undertaking for downloaded bid document	
Check List for Technical Submission: Form CL-1	
Form PQ-1- Standard Format for Pre-bid Queries	

Letter of Technical Bid

Date:

2.1

Invitation for Bid No.:

To:

Addressed to the Authority mentioned in clause 1.2 (j) of IFB (Bid schedule)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITC) 8;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period as identified in Para 8.5 of IFB from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
- (e) If our bid is accepted, we commit to deploy key personnel as proposed by us in our bid consistent with the requirements stipulated in Part II, Section 9: Employer's Requirements;
- (f) We understand that Employer requires that Bidders, Bidders, Sub-Bidders must observe the highest standard of ethics during the procurement and execution of such contracts. We confirm and undertake that we including our constituents, any sub-Bidders for any part of the contract directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in accordance with ITB3; and

We also understand that the Employer will reject our bid at any stage if it determines that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract and will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer's activities, if it at any time determines that the firm has, directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the Employer in accordance with ITB3;

- (g) We, including any sub-Bidders for any part of the contract, do not have any conflict of interest in accordance with ITB4.3;

- (h) We are not participating, as a Bidder or as a sub-Bidder, in more than one bid in this bidding process in accordance with ITB4.3;
- (i) We declare that we are not liable to be disqualified in Accordance with ITB4.4, and we are enclosing the affidavit for the same as per the Performa given in the bid document.
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (l) We declare and confirm that in the submission of this bid, no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void.

Name

In the capacity of

Signed and Sealed

Duly authorized to sign the Bid for and on behalf of

Date

.....

.....

FORMAT FOR AFFIDAVIT TO BE SUBMITTED ALONGWITH THE BID

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Bidder) ***

I (***Name and designation***) **..... appointed as the attorney/authorized signatory of the Bidder (including its constituents), M/s. _____ (hereinafter called the Bidder) for the purpose of the Bid for the work of _____ as per the bid No. _____ of NCRTC, do hereby solemnly affirm and state on behalf of the Bidder including its constituents as under:

1. We understand that Employer requires that Bidders, sub-Bidders and contractors must observe the highest standard of ethics during the procurement and execution of such contracts. We confirm and undertake that we including our constituents, any subBidders for any part of the contract directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in accordance with ITB3.

We understand that the Employer will reject our bid at any stage if it determines that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract and will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer's activities, if it at any time determines that the firm has, directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the Employer in accordance with ITB3;

2. That the Bidder or any of its constituents has not been Blacklisted/ banned for business dealings with MoHUA along with any of its attached and subordinate offices through an order issued by Ministry of Housing and Urban Affairs (MoHUA) or any of the attached and subordinate offices of MoHUA or any Government Metro Rail Organization in India or by Ministry of Commerce at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
3. That none of the previous contracts of the Bidder or any of its constituents had been terminated/rescinded for Bidders failure by MoHUA along with any of its attached and subordinate offices or by any Government metro rail organizations in India during the period of last 2 years before the deadline for submission of bids.

(Add Proviso of Clause 4.4(b) ITB suitably, if any Contract was so terminated).

4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of MoHUA along with any of its attached and subordinate offices or of any Government metro rail organizations in India as on the deadline for submission of bid.
- 6.[#] We declare that financial data for last five financial years including that for the latest concluded financial year are being submitted duly certified by Chartered Accountant / Company Auditor.

OR

We declare and certify that financial data for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last 04 financial years ignoring the latest concluded financial year.

(# - Delete whichever is not applicable) **.

7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings by the Employer upto a period of five years.
10. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we [*insert name of the Bidder*] ** _____ and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years by the Employer.
11. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years by the Employer.

(DEPONENT)

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

(DEPONENT)

SEAL AND SIGNATURE OF THE BIDDER

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

Attestation before Magistrate/Public Notary

Bid Security

BANK GUARANTEE

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From:

.....*[Insert Bank's Name, and Address of Issuing Branch or Office]..*

To:

National Capital Region Transport Corporation Ltd.,
7/6 Siri Fort Institutional Area, August Kranti Marg,
New Delhi-110049.

Tele: +91-11-41066943, Fax+91-11-41066953

Beneficiary: National Capital Region Transport Corporation Ltd. (hereinafter called "the Employer")

Date:

Bid Security No.:

We have been informed that *[Insert name of the Bidder]*..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. dated..... ("the IFB").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert Value of Bid Security required]*, in the form of Bank Guarantee, according to your conditions of Bid.

AND

WHEREAS,*[Insert Name of the Bank]*, with its Branch*[Insert Address]* having its Headquarters office at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the authorised persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of *[Insert Value of Bid Security required]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. That this Guarantee commences from the date hereof and shall remain in force till **(Date to be filled as mentioned in clause 1.2 (b) of IFB (Bid Schedule))**
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

[Designation].....

[P/Attorney] No.

Witness:

1 Signature
Name & Address & Seal

2 Signature
Name & address & Seal

Bank's Seal
P/Attorney] No.

Note:

All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Bill of Quantities (BOQ)

For Bill of Quantities, please refer Part-III of bid documents

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Status of the Bidder	Partnership Firm / LLP (Please tick one)
Bidder's legal address in India Address in Delhi NCR	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Bidders bank account details for the refund of bid security (if submitted in the form of DD/BC) by RTGS/NEFT	

Form FIN-1: Annual Turnover

NAME OF BIDDER: _____

	Financial Data for Last 5 Years [Indian Rupees]				
	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
1. Total Turnover					
2. Turnover from Accounting Services					

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of CA/Auditor)

Name of CA/Auditor: _____

Registration No: _____

(Seal)

Form EXP-2(a): Specific Experience

[The following table shall be filled in for the Bidder]

Date: [insert date, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Party Legal Name: [insert full name]

Page [insert page number] of [insert total number of pages]

[Reference Section – 3, Clause 3 and Clause 4.2.2]

General Experience			
Starting Month/ Year	Ending Month/ Year	Contract Identification	Value of work undertaken during a financial year
[Indicate month / year]	[Indicate month / year]	Contract Name: [insert full name] Brief description of the Works performance by the Bidder: [describe Works performed briefly] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country] Contract value	[insert each work or part of each work with period of 12 months]

This statement need to be prepared for full contract duration for each contract, with segregation of values for each financial year for each contract, duly supported with TDS Certificates or Form 26AS.

UNDERTAKING FOR DOWNLOADED BID DOCUMENT

We here by confirm that, we have downloaded / read the complete set of bid documents /addendum/corrigendum/clarifications along with the set of enclosures hosted on e-bidding website of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule). We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on e-bidding portal of NCRTC as mentioned in clause 1.2 (l) of IFB (Bid Schedule). We confirm our unconditional acceptance for the same and have considered for these in the submission of our technical and financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM CL-1

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED				
Mode of Tender: Open E-Tender in Two Bid System				
Bid No. :				
Name of Work:				
Name of the Bidder:				
Sl. No.	Item	Submitted		Reference Page No. in the Technical Submittal
		Yes	No	
A. CHECK SHEET FOR TECHNICAL SUBMISSION				
1.	Tender Cost			
1.1	Is Tender Cost of requisite amount submitted in separate sealed envelope?			N.A.
1.2	Mode of Tender Cost (Please tick the appropriate category) : (i) Demand Draft (DD): <input type="checkbox"/> (ii) Seeking Exemption: <input type="checkbox"/>			
(a)	Demand Draft (DD) No. :			
(b)	Date of issuing of DD:			
(c)	Amount of DD:			
(d)	Name & Address of issuing Bank:			
2.	Bid security (Tender Security)			
2.1	Is Bid Security of requisite amount submitted in separate sealed envelope?			N.A.

(a)	Mode of Submitting Bid Security (Please tick the appropriate category) :		
	(i) Demand Draft (DD):	<input type="checkbox"/>	
	(ii) Bank Guarantee (BG)	<input type="checkbox"/>	
	(iii) Seeking Exemption:	<input type="checkbox"/>	
(b)	Demand Draft/ Bank Guarantee No. (DD/BG) No. :		
(c)	Date of issuing of DD/BG :		
(d)	In case of BG, bid validity date :		
(e)	Amount of DD/BG:		
(f)	Name & Address of issuing Bank:		
(g)	In case of Exemption, Exemption certificate submitted from (Please tick the appropriate category) :		
	(i) MSME:	<input type="checkbox"/>	
	(ii) NSIC :	<input type="checkbox"/>	
(h)	Registration No. of Exemption Certificate:		
3.	NOTARISED POWER OF ATTORNEY & SUPPORTING DOCUMENTS		
3.1	Copy of Notarised POA/authorization in favour of authorized signatory of bid documents.	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Partnership deed (in case the bidder is Partnership firm)	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Certificate from Institute of Chartered Accountants of India or Institute of Cost Accountants of India	<input type="checkbox"/>	<input type="checkbox"/>

4.	DOCUMENTS REQUIRED AS PER BID			
4.1	Check List for Technical Submission- Form CL-1			
4.2	Letter of Technical Bid- Form PS-1			
4.3	Format for Affidavit (along with bid) –Form –PS-3			
4.8	Form ELI-1: Bidders Information Sheet			
4.9	Form ELI-1,1: JV Consortium member information			
4.10	Form FIN-1: Annual Turnover			
4.12	Form EXP-2(a): Specific Experience			
4.14	Form EXP-2 (c)- Summary of Eligible work experience			
4.17	Form UT- Undertaking for downloaded bid document			
5.	ADDITIONAL REQUIREMENTS			
5.1	PAN No.			
5.2	GST registration number			
Note: (i) The check list is indicative and not exhaustive. The Bidder must go through the complete bid documents and submit the required document accordingly. (ii) If any of the above form or criteria is not applicable to the Bidder, then they can simply indicate N.A. against the relevant column.				

I hereby confirm that:

- (i) I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.
- (ii) In case of physical bid submission, all the relevant document (tender submission) submitted by us are in spiral /book binded form rather than in loose form.
- (iii) All the pages of bid submission are properly index and numbered.

Seal:

Date:

(Signature of Bidder)

STANDARD FORMAT FOR PRE-BID QUERIES**Contract No. and Name of the Work:****Name of Bidder:**

S.No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of bid document	Queries	Replies (To be filled by NCRTC)

SECTION – 5
GENERAL CONDITIONS OF
CONTRACT

GENERAL CONDITIONS OF CONTRACT

ARTICLE 1

Personnel

Section 1.01: The successful bidder shall provide CVs of the proposed full time staff to the NCRTC. NCRTC shall approve the CV for each personal to be deployed in full time capacity.

Section 1.02 : Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Service Provider (e.g. death, physical disability etc.), a replacement is required under Section 1.02 and it becomes necessary for the Service Provider to replace any of the personnel specified by name in the Staffing Schedule, the Service Provider shall forthwith provide a replacement acceptable to the Employer with comparable or better qualifications / Experience. For any additional personnel proposed by the Service Provider and approved by the Employer, the relevant remuneration rate(s) will be as negotiated between the Employer and the Service Provider.

Section 1.03: In the event that any of the personnel is found by the Employer to be incompetent, guilty of misbehaviour, or incapable in discharging the assigned responsibilities, the Employer may direct the Service Provider by a written notice, at the expense of the Service Provider, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Employer so as to maintain the minimum deployment. Such replacement should be arranged at the earliest but not later than 30 days of such notice. If a replacement is not made available within 30 days, it shall lead to a penalty of 1.5 times of the rate quoted per person per day of delay beyond 30 days.

ARTICLE II

Staffing Schedule

Section 2.01 Subject to the prior approval of the Employer, the Service Provider, may make adjustment in the periods of time indicated in the Staffing schedule, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified.

Section 2.02: Employer reserves the right to reduce the numbers and estimated person months of key personnel and supervisors without any claim on either side, as per requirement and the staffing schedule shall be amended accordingly.

Section 2.03: Any additional requirement or proposed reduction in manpower shall be communicated with 30 days notice or a shorter notice as mutually agreed to.

ARTICLE III
Performance of the Services

Section 3.01 : The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Employer such information related to the Services as the Employer, may from time to time reasonably request.

Section 3.02 : The Service Provider shall act at all times so as to protect the interest of the Employer and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

Section 3.03: The Service Provider shall furnish to the Employer such information related to the Services as the Employer may from time to time reasonably request.

Section 3.04: Effectiveness of Contract

The Contract shall come into force and effect on the effective date subject to fulfilment of conditions precedent to signing of contract agreement (Format No. CF-3) .

Section 3.05: Commencement of Services

The service Provider shall commence the services in accordance with the Contract Agreement. The anticipated dates of commencement and completion of works for which service is required to be provided by the Service Provider are:

- a) Date of commencement: 1st of the following month in which the work order would be accepted.
- b) Period of Services: Three years from the date of commencement.
- c) Extensions : The service contract can be extended for two further years based on performance of service provider.

Section 3.06: Escalation / Price Adjustment clause.

The Rates are fixed for first year and a price adjustment shall be applicable based on the formulae given below: -

$$V_L = (R \times (L_1 - L_0) / L_0)$$

V_L = Increase or decrease in the cost of work for the month under consideration due to changes in Consumer Price Index for Industrial Workers.

R = Fee payable for the month as per Bill of Quantities.

L_0 = Consumer price index Number for industrial workers published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids.

L_1 = Consumer price index Number for industrial workers published in RBI (Reserve Bank of India) Bulletin in the previous month on the day 28 days prior to the last day of the period to which a particular payment is related

Applicable indices : Consumer Price Index for Industrial Worker, Base 2001

Source : RBI Monthly Bulletin

The price adjustment shall be done with effect from beginning of year 2 and shall be calculated on quarterly basis on beginning of each quarter, which shall be applicable for whole quarter.

Section 3.07:

- a) If NCRTC is not satisfied with the overall performance of the Service Provider after giving due notice to the Service Provider for the areas of deficiency and for improvement of the same. The Employer may, at his discretion, impose penalty (in addition to mentioned in Article I) on the Service Provider with an overall ceiling of up to 10% of the Contract Value during the currency of contract.
- b) Notwithstanding anything contained in (a) above, if the nature of failure to perform a particular activity still require specific performance by the Service Provider only, the Service Provider must ensure to perform the concerned activity in reasonable time. Failure to perform within reasonable time, depending upon the importance of the activity, may result into termination of contract.

ARTICLE IV

Relationship of Parties

Section 4.01 Nothing contained herein shall be construed as establishing or creating between the Employer and the Service Provider a relationship of master and servant or principal and agent.

Section 4.02 : The Service Provider shall during the performance of the Services be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

ARTICLE V

Payments and Mode of Billings

Section 5.01: The Employer shall pay to the Service Provider in respect of the Services, such remuneration on accepted rates as per Section VIII – Bill of Quantities.

The monthly payment will be made of the accepted monthly rate by employer or his representative.

Section 5. 02:

- a) Remuneration shall be determined on the basis of overall satisfactory performance of the Service Provider.
- b) Service Provider Personnel shall be given all benefits under the applicable labour laws and a certificate to this effect shall be recorded by the service provider while submitting the monthly claim.

Section 5.03:

Payments to the Service Provider shall be made by the Employer on monthly basis on overall satisfactory performance, certified by the respective section heads. The Service

Provider has to submit a bill accordingly, on monthly basis by 7th of the following month, along with a certificate for statutory obligations defined in Declaration for labour law compliance- Format SC-3 & Section 5.02. The bill shall be prepared based on the attendance verified by the NCRTC and deduction / penalty, if any. The Service Provider shall ensure that applicable PF / ESI etc. is deposited to the concerned authority, and shall furnish challans on quarterly basis, if applicable.

Section 5.04:

If any discrepancy exists between the actual payments made by the Employer and the payment due as per contract, the final payment shall be adjusted by the Employer to reflect such discrepancy.

Section 5.05:

- (a) Subject to Sections 5.01 and 5.03 above, The Employer shall pay to the Service Providers the amounts claimed pursuant to this article VI within fifteen (15) calendar days after receipt of a certificate, as required under section 5.03 above, The Employer may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
- (b) All payments by the Employer shall be made to the account(s) specified.

Section 5.06:-

Payments do not constitute acceptance of the Services nor relieve the Service Provider of any obligations hereunder.

Section 5.07:

The Service Provider shall give the following details of their bankers for payments in accordance with Contract Agreement and Section 5.05 of General Conditions of Contract.

- (i) Name of the Bank
- (ii) Address of the Bank
- (iii) Title of Bank Account
- (iv) Bank Account Number
- (v) Bank's IFSC code
- (vi) Bank's telephone number

Section 5.08

Payments shall be made in accordance with Section 5.05. No interest is admissible on outstanding amounts by the Employer.

ARTICLE VI
Accounts and Records

Section 6.01 The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accuracy.

Section 6.02: The Service Provider shall permit duly authorized representatives of the Employer, including auditor selected by the Employer, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract.; if overpayment is a result of the Service Provider having been engaged in what the Employer determines to constitute corrupt practices or fraudulent practices, the Employer shall, unless it decides otherwise, terminate the contract. Such action shall be in addition to any action that the Employer may declared the Service Provider ineligible for award of further the Employer –financed contracts.

ARTICLE VII
Indemnity and Insurance

Section 7.01: The Service Providers shall provide insurance cover for

- (1) Employer's liability with respect to the Personnel's life, health, accident, travel or other insurance as may be appropriate;
- (2) Professional liability insurance with a minimum coverage equal to total contract value for this service contract; and

Section 7.02: The Service Provider shall-

- (a) Indemnify, protect and defend at Service Provider's own expense Employer, its agents and employees from and against any and all actions, claims, losses or Damages arising out of Service Provider's failure to exercise the skill and care required under Section 3.01
- (b) In addition to any liability Service Provider may have under Section 3.01 Service Provider shall, at its own cost and expense, upon request of Employer re-perform the services in the event of Service Provider's failure to exercise the skill and care required under Section 3.01.
- (c) The Service Provider shall have no liability whatsoever for actions, claims, losses or damages or occasioned by –
 - (1) Employer's overriding a decision, or
 - (2) Requiring Service Provider to implement a decision or recommendation with which Service Provider does not agree.

ARTICLE VIII
Ownership of Work Product, Computer Programs and Equipment

Section 8.01: All vouchers, bills, reports, documents, correspondence, draft publications, notes, work product in any form and technical data compiled or prepared by the Service Provider and communicated to the Employer in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Employer. The Service provider may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the Employer, but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Employer.

Section 8.02 Equipment, and materials furnished to the Service Provider by the Employer or purchased by the Service Provider wholly or partly with funds supplied or reimbursed by the Employer hereunder, shall be the property of the Employer, Equipment or materials furnished by the Service Provider and the personnel and use either for the Project or personnel use shall remain the property of the Service Provider or the Personnel concerned, as applicable.

ARTICLE IX
Disposal of Data and Equipment

Section 9.01: Upon completion/termination of the Services, the Service Provider shall:

- (i) Sort and index the documents and data (Including the related software) referred to in sections 8.01 hereof and transmit the same to the Employer; and
- (ii) Furnish to the Employer as the case may be, inventory of the equipment and materials referred to in Section 8.02 hereof as it then remains, and dispose of the same as directed by the Employer, respectively.

ARTICLE X
Coordination

Section 10.01: The Service Provider shall at all times cooperate and coordinate with the employer, with respect to the carrying out of its assignment under the project.

ARTICLE XI
Exemptions and Facilities

Section 11.01: Taxes and Duties:

- (a) For Service Providers/Personnel who are permanent residents in India, the Service Providers and the personnel pay the taxes, duties, fees, levies and other impositions levied under the existing ,amended or enacted laws during life of this contract and the employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

Section 11.02: Facilities: The Employer shall provide facilities as detailed in Form SC-1-Services. Facilities and Equipment provided by Employer.

ARTICLE XII Force Majeure

12.1 In this Clause, "force majeure " means an event beyond the control of the Employer and the Service Provider, which makes it impossible or illegal for a party to perform, including but not limited to:

- a) act of God;
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;
- e) riot, commotion or disorder, unless solely restricted to employees of the Service Provider or of his Sub-contractors currently or formerly engaged on the Works.
- f) terrorism,
- g) strike or lockout by persons other than the Service Provider's Personnel; and
- h) munitions of war, explosive materials

If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Officer in Charge of such Force Majeure within 21 days of such occurrence. If neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.

12.2 Effect of Force Majeure Event

Neither the Employer nor the Service Provider shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed

Upon the occurrence of such Force Majeure, the affected party shall endeavor to continue to perform its obligations as far as reasonably practicable. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract

ARTICLE XIII

13.0 The reference to Conciliation/Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Officer in Charge and the Service Provider shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Service Provider shall continue to be made in terms of the Contract

ARTICLE XIV

Termination

14.01 Notice to Service Provider

If the Service Provider fails to carry out any of his obligations, or if the Service Provider is not executing the Works in accordance with the Contract, the Employer/Officer in Charge may give notice to the Service Provider requiring him to make good such failure and remedy the same within such time as the Employer / Officer in Charge may deem to be reasonable.

14.02 Termination of Contract Due to Service Provider's Default and Conditions Leading to termination Of Contract: The Employer shall be entitled to terminate the Contract if the Service Provider or any one of its constituents,

- a) fails to comply with a notice
- b) abandons or repudiates the Contract
- c) without reasonable excuse acceptable to the Officer in Charge , fails to commence the Works in accordance with the Contract
- d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the officer/Officer in Charge or contravenes any provisions of the Contract, or
- g) fails to take steps to employ competent and/or additional staff, or
- h) fails to afford the officer/Officer in Charge or his representative proper facilities for inspecting the Works or any part thereof, or
- i) indulges in corrupt or fraudulent practices

In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Service Provider, terminate the Contract and expel the Service Provider. However, in case of sub-paragraph (e) or (i), the Employer may by giving notice of 7 days to terminate the Contract immediately. For the purpose of sub para (c) above, this clause, reasonable excuse shall be one, which in the opinion of the Officer in Charge has resulted from, Any Circumstance which

- is beyond the employer's or Service Provider's control and
- made the failure unavoidable and it is evidenced by the Service Provider to the satisfaction of the Officer in Charge that the failure was remedied without unreasonable delay once that obstacle was out of the way.

The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

On termination of contract due to Service Provider's default the retention money shall be forfeited and the balance work shall be got done independently without risk and cost of the failed Service Provider. The failed Service Provider shall be debarred from participating in the tender for executing the balance work. If the failed Service Provider is a partnership firm, then every member/partner of such partnership firm / LLP shall be

debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other partnership firm. The Officer in Charge shall not make a claim under the retention money except for amounts to which the NCRTC is entitled under the contract (Not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the Service Provider to pay NCRTC any amount due, either as agreed by the Service Provider or determined under any or the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Officer/Officer in Charge.
- ii) The Service Provider being determined or rescinded under provision of the GCC the EMD / Retention Money shall be forfeited in full and shall be absolutely at the disposal of the NCRTC.

14.03 Valuation at the date of Termination : The Officer/Officer in Charge shall, as soon as possible after termination under Sub-Clause 14.02, determine and advise the Service Provider of the value of the works carried out and all sums then due to the Service Provider as at the date of termination.

14.04 Payment after Termination : After termination under Sub-Clause 14.02, the Employer shall not be liable to make any further payments to the Service Provider until the costs of completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established. The Employer shall be entitled to recover from the Service Provider the extra costs, if any, of completing the Works after allowing for any sum due to the Service Provider under Sub-Clause 13.2.7. If there are no such extra costs, the Employer shall pay any balance to the Service Provider.

14.05 Non-exercise of power not to constitute waiver : Provided always that in case any of the powers conferred upon the Employer by Sub-clause 14.01 and Sub-clause 14.02 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

ARTICLE XV

SETTLEMENT OF DISPUTES

15.01 Procedure for Claims

If the Service Provider intends to claim any additional payment under any clause of these conditions or otherwise, the Bidders shall give notice to the Officer in Charge as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Service Provider shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstances. The Service Provider shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Officer in Charge . Without admitting the Employer's liability, the Officer in Charge shall, on receipt of such notice, inspect such records, monitor the record keeping and/or may instruct the Service Provider to keep further contemporary records. The Service Provider shall permit the Officer in Charge to inspect all such records, and shall (if

instructed) submit copies to the Officer in Charge . Within 28 days of such notice, or such other time as may be agreed by the Officer in Charge , the Service Provider shall send to the Officer in Charge a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect :

- (a) this fully detailed claim shall be considered as interim;
- (b) the Service Provider shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Officer in Charge may reasonably require; and
- (c) The Service Provider shall send a final claim within 28 days after the end of the effects resulting from the event of circumstance, or within such other period as may be proposed by the Service Provider and approved by the Officer in Charge . If the Service Provider fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

15.02 Payment for Claims

The Service Provider shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Officer in Charge considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Service Provider shall be entitled to payment for such part of the claim as has been substantiated.

15.03 No legal action till Dispute Settlement Procedure is exhausted : Any and all Disputes shall be settled in accordance with the provisions of Clause 15.01 No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 15 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

15.04 Notice of Dispute : Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Officer in Charge .

15.05 Two Stages for Dispute Resolution : Disputes shall be settled through two stages:

- (a) Conciliation procedures as established by “The Arbitration and Conciliation Act-1996” and amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- (b) Arbitration procedures undertaken as provided by “The Arbitration and Conciliation Act -1996” and amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with the Clause.

15.05.01 Conciliation : Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated

within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be undertaken by one conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner

15.05.02 Conciliation Procedure : The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Accounts Officers of Government Department, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Service Provider who shall choose one of them to act as Conciliator and conduct Conciliation proceedings in accordance with “ the Arbitration and Conciliation Act, 1996” of India and amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification and re-enactment thereof. There will be no objection if Conciliator so nominated is a serving employee of NCRTC who would be Dy.HoD level officer and above. The Employer and the Service Provider shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

15.05.03 Termination of Conciliation Proceedings :

The conciliation proceedings shall be terminated:

- a. by the signing of the settlement agreement by the parties on the date of agreement; or
- b. by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c. by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d. by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration. Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the

conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

15.06 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

a) Only such dispute(s) or difference(s) in respect of which notice has been made under but could not be settled through Conciliation, together with counter claims or set off, given by the employer, shall be referred to Arbitration. Other matters shall not be included in the reference.

b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, National Capital Region Transport Corporation Limited, New Delhi (MD/NCRTC).

c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and amended by the Arbitration and Conciliation (Amendment) act, 2015 and any statutory modification or re-enactment thereof ; Further, it is agreed between the parties as under :

15.06.01 Number of Arbitrators : The Arbitral tribunal shall consist of Sole Arbitrator.

15.06.02 Procedure for Appointment of Arbitrators :

Within 60 days from the day when a written and valid demand for Arbitration is received by MD/NCRTC, the Employer will forward a panel of 03 names to the Service Provider. The Service Provider shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the employer. In case the Service Provider fails to choose one Arbitrator within 30 days of dispatch of the request by the Employer, then MD/NCRTC shall appoint any one Arbitrator from the panel of 03 Arbitrators as sole Arbitrator.

15.06.03 Qualification and Experience of Arbitrators : Qualification and Experience of Arbitrators (to be appointed as per subclause 15.06) : The Arbitrators to be appointed shall have minimum qualification and experience as under :

Arbitrator shall be ;

A Working/Retired Officer (not below E-8 grade in a PSU with which NCRTC has no business relationship) of any discipline of Engineering or Accounts/Finance department, having experience in Contract Management of Construction Contracts ; or A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts ; or a Retired Officer who should have retired more than 03 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in NCRTC or a PSU with which NCRTC has a business relationship) of any Engineering discipline or Accounts/Finance department, having experience in

Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it. Neither party shall be limited in the proceedings before such Arbitrator(s) to the evidence or arguments put before the Officer in Charge for the purpose of obtaining his decision. No decision given by the Officer in Charge in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the Arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

It is agreed by both the Parties that, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29 B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date. If the Service Provider(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Officer in Charge that the final bill is ready for signature of the Service Provider(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. The Arbitral tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of the documents and written statements. All arbitration awards shall be in writing and shall state item-wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award

The award of the sole Arbitrator or the award by majority of three arbitrators as the case may be shall be binding on all Parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail. A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award. A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

15.06.04 Cost of Conciliation/ Arbitration : The fees and other charges of the Conciliator/Arbitrators shall be as per the scales fixed by the employer from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

15.07 Jurisdiction of Courts : Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

ARTICLE XVI

Variations

Section 16.01: Deployment schedule is tentative, which will vary depends upon requirement of manpower, which shall be paid at the rates provided in 'Section 11. The Contract may be varied for the man-month requirement by $\pm 50\%$, The variation beyond $\pm 50\%$ shall be dealt mutually.

ARTICLE XVII

Conflict of Interest

Section 17.01: Except as the Employer shall otherwise specifically agree in writing:

- (a) Neither the Service Provider nor its personnel nor any subsidiary or affiliate of the Service Provider shall engage in any activities other than as Service Provider on any future project which may emerge from these Services;
- (b) No personnel of the Service Provider listed in the Staffing Schedule on full time basis, shall engage, directly or indirectly, in any business of professional activities which would conflict with the Services.
- (c) The Firms which are appointed / worked as Statutory Auditors or Internal Auditors during last five (5) years shall not participate in this assignment.

ARTICLE XVIII

Confidential Information

Section 18.01: Except with the prior written consent of the Employer, the Service Provider and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Service Provider and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

ARTICLE XIX
Contractual Ethics

Section 19.01: No fees, gratuities, rebates, gifts, commissions of other payments (other than those shown -in the proposal or the contract) have been given or received in connection with the selection process or in the contract execution.

ARTICLE XX
Retention Money

Section 20.01 : Retention money shall be deducted/recovered from on account / monthly bills of the Service Provider @ 10% of gross value of each bill after adjusting Earnest Money Deposit (EMD) amount till the amount so recovered including EMD amount adds upto 5% of the original contract value of the work.

20.02 No interest shall be payable to the Service Provider on the amount retained in cash towards retention money.

20.03 The Retention Money shall be released to the Service Provider after one month from the end of contract period.

ARTICLE XXI
Compliance to Laws, Bylaws & Regulations

Section 21.01: The Service Providers shall respect and abide by all applicable laws and regulations in force and effect as of the date hereof and which may be promulgated or brought into .force and effect hereinafter in the Republic of India including regulations and rules made there under as may be in force and effect during the subsistence of this agreement. The Service Provider shall use its best efforts to ensure that their personnel and their dependents, white in India and local employees of the Service Provider shall respect and abide by the said- laws and regulations.

ARTICLE XXII
Priority of Documents

Section 22.01 The documents forming the Contract are to be taken as mutually explanatory of one another . If there is an ambiguity or discrepancy in the documents , the Client shall issue any necessary clarification or instruction to the Consultant, and the priority of the documents shall be as follows:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;

- (c) Pre and Post bid proceeds
- (d) Form of Tender
- (e) Bill Of Quantities /Payment schedule
- (f) Invitation for Bids (IFB)
- (g) Bid Data Sheet (BDS)
- (h) Instructions to Bidders (ITB)
- (i) The Employer's Requirements
- (j) The Special Conditions of Contract;
- (k) The General Conditions of Contract;
- (l) The Contractor's Proposal; and
- (m) Any other document forming part of the Contract.

PART II
EMPLOYER'S
REQUIREMENTS

SECTION - 6
SPECIAL CONDITIONS OF
CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

As defined in Section 8.

2.0 PERSONNEL.

- (a) Subject to Conditions of Contract, the Services shall be carried out by the personnel to be indicated in Staffing Schedule at Format SC-2 (hereinafter called the Staffing Schedule).
- (b) The facilities, and equipment shall be provided by the NCRTC to the bidders staff as per Format SC-1.
- (c) The Service Provider shall, ensure that a chartered accountant available to the Employer to supervise and coordinate the operations of the personnel as and when required and to be responsible for liaison between the Service Provider and the Employer.
- (d) The personal of the bidder shall wear all the time an identity card issued by the bidder containing staff particulars, viz, Name, Designation, Photo etc.

3.0 AUTHORISED REPRESENTATIVE OF SERVICE PROVIDER

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Service Provider by the designated representative and on behalf of the Employer.

4.0 NOTICES AND REQUESTS

Any notice or request permitted to be given or made under the Contract shall be in writing in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, email, telex or facsimile to the party to which it is required to be given or made at such party's address specified in writing to the party giving such notice or making such request.

5.0 PAYMENTS

Payment shall be made on monthly basis accompanied by the performance sheet duly certified by the officer-in-charge. Payment for subsequent month (other than first month) shall be made, after submitting proof of payment to the staff of the service provider engaged with NCRTC along with next bill.

The net payment so made to the staff of service provider shall be at least 60% of the accepted rate at 'Section 11' to full time (full) time basis staff, or minimum wages as per The Minimum Wages Act, 1948 whichever is higher.

6.0 WORKING HOURS

6.1 The contract personal shall follow normal office timing of NCRTC, i.e. 9.30 am to 6.00 pm with six working days (Monday to Saturday). The attendance shall be submitted on first working day of the following month by the successful bidder and verified by NCRTC Dy HoD Finance.

6.2 Personnel shall be allowed one casual leave in each month, and five days privilege leave for every completed period of four months, i.e. 15 leaves for one completed year. Additional fee in lieu of leaves shall not be considered. Beyond which proportionate deduction shall be made from the monthly bill considering 30 days in a month.

6.3 Any leave beyond permitted leaves as per clause 6.2 of SCC a deduction shall be made at 1.5 times the rate at 6.2 of SCC.

7.0 LABOUR LAW COMPLIANCES

7.1 Service provider shall comply with all the relevant labour laws, and shall provide declaration with each monthly bill in this regard as per Format SC-3.

7.2 In the event of any penalty is imposed on NCRTC, on account of deficiencies of service provider, by any of labour authority, the penalty shall be paid by NCRTC and shall be later on recovered from the service provider.

Format SC-1

(Ref Clause 2 of Special Conditions of Contracts)

Services, Facilities and Equipment provided by Employer

S.No.	Name	Work Station	Computer	Printers	Any other equipment /item
<u>1</u>	Accounts Executive	√	√	Pooled	
<u>2</u>	Junior Accounts Executive	√	√		
<u>3</u>	Supervision	√	X		
<u>4</u>	Coordinator	X	X		

√ Shall be provided x not to be provided

The service provider shall provide CVs of the personnel for NCRTC's approval before deployment at NCRTC office. Any change shall be approved by NCRTC based on CV of such replacement.

Format SC-2

(Ref Clause 2 of Special Conditions of Contracts)

Staffing Schedule

Item	Particulars	Qty	Minimum Committed Man-months	Estimated total Man-months
1	Full Time			
1.01	Accounts Executive (MBA – Fin or M. Com.) with 8 years experience including 3 years' post qualification experience	Nos	36	66
1.02	Junior Accounts Executive (B. Com) with 2 years post qualification experience and should not be an article clerk / trainee / apprentice etc.	Nos	36	90
2	Part Time			
2.01	Supervision (Weekly One Visit) ACA / ACMA with 3 years post qualification experience	Nos	36	36
2.02	Coordinator (Monthly One Visit) FCA / FCMA with total 7 years post qualification experience	Nos	36	36

Note:

1. Man-months indicated quantities above are tentative for initial three years and may change based on work requirements.
2. Minimum commitment for each category of manpower shall remain atleast one all the time or 36 man-month for the initial contract duration of three years.

(Ref Clause 7 of Special Conditions of Contracts)

DECLARATION FOR LABOUR LAW COMPLIANCE

It is to certify that we _____ (name)
_____(address) are in compliance
with all applicable law including : -

1. Employees Provident Fund and Miscellaneous Provisions Act, 1952
2. Employees State Insurance Act, 1948
3. Contract Labour Regulation and Abolition Act, 1970
4. Workmen's Compensation Act, 1923.
5. Minimum Wages Act, 1948

We are responsible for statutory compliance of labour law for the personnel deployed by us for NCRTC. We further confirm that all statutory requirements are being complied by us.

Signed
Seal

SECTION - 7
CONTRACT FORMS

Section 7 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. These forms when required, shall only be completed by the successful Bidder after award of Letter of Acceptance.
All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

INDEX

S.No.	Brief Description	Form No.
1.	Sample format of Letter of Acceptance	Form CF-1
2.	Format of Performance security (Bank Guarantee)	Form CF-2
3.	Form of Contract Agreement	Form CF-3

Form CF-1

(SAMPLE FORMAT OF LETTER OF ACCEPTANCE)

To,

Name of Consultant/Consultant
(hereinafter termed as Consultant/Consultant)

Sub :- Tender no. _____ Name of work _____ Letter of Acceptance (LOA)

Ref :- Give the reference of all the letters/documents in chronological order including press tender notice, tender documents uploaded/issued, amendments, if any, post tender correspondence, reference of tender (technical and financial packages submitted by the tenderer and opened (give reference of date of opening), post bid clarification and response from the tenderer (if any), negotiations held with the consultant, if any, letter of intent (if issued).

With reference to the above this is to inform to the Consultant that the Consultant's tender for the subject work of "_____ (name of work and contract package no.), has been accepted by National Capital Region Transport Corporation Ltd (hereinafter termed as the "Employer") at total contract value of Rs _____ in figures and in words, hereinafter termed as "Contract value", excluding _____ (as the case may be). The scope of work, accepted rates and terms/conditions applicable to this LOA are as under:

1.0 Scope of Work

In terms of Clause ____ of Volume-__, Section -__ of the tender documents, the scope of work covered under this LOA shall be as stipulated in _____ of the tender documents read with amendments referred above, uploaded on Employer's website and submitted by the Consultant with their tender. The work shall be carried out as per the above scope of work. In case during the process of finalization of tender there is some change in the scope of work, it shall be stated giving reference of communication/document.

2.0 Accepted Rates/Cost and Payment Schedule

2.1 The accepted rates for various items of work covered under this LOA are stipulated in the Bill of Quantities enclosed at Annexure-I to this LOA. The above accepted rates includes all costs associated for performing the entire scope of work, all taxes, duties etc complete except _____ (as the case may be)

2.2 In terms of clause ____ of Tender condition, price escalation is payable /not payable on the accepted rates shall be allowed on any account.

3.0 Completion Period

In terms of clause _____ of the tender documents, the entire work shall be completed in a period of _____ from the date of issue of this letter of acceptance or from the date as stipulated in tender condition. The work shall be executed as per the work schedule stipulated in clause ____ of

tender condition. In case a separate construction schedule is agreed with the consultant, enclosed a copy of same as annexure.

4.0 Submission of Performance Security

In terms of clause _____ of the tender documents, within ____ days of receipt of this Letter of Acceptance by the Consultant, the Consultant shall furnish to the Employer a Performance Security in any of the forms stipulated in clause ____ of the _____ tender document for an amount of _____ in figures and words being amount equal to ____ percent of the Contract value stated above.

5.0 Release of Tender Security

In terms of clause _____ of Instruction to Tenderers of the tender document, the tender security submitted by the Consultant with their tender shall be returned upon the execution of the contract agreement and on receipt of the performance security by the employer or the condition stipulated in tender condition.

6.0 Acceptance of conditions in deviation to the tender conditions

In case any of the conditions in deviation to the tender conditions stipulated by the consultant/consultant are decided to be accepted, the same shall be stipulated giving reference of the tender conditions.

7.0 Deployment of key persons

Generally in case of consultancy contracts, substantial weightage is given to the proposed key persons. In such case, the details of key persons should be given as Annexure to LOA

8.0 Signing of agreement

In terms of clause _____ of the tender document, the Consultant/Consultant shall enter into a contract agreement with the Employer for the works covered under this LOA within the time limits as specified therein. The Consultant/Consultant shall be informed by the Employer about signing of contract agreement on receipt of acceptance of this LOA and performance security, by the Employer.

9.0 Other terms and conditions

Except for the deviations specifically brought out in various clauses of this LOA, the execution of this contract shall be governed by the various stipulations in the tender document and its amendments referred above. Any deviation from the above conditions, submitted by the Consultant in its tender, if any, stands withdrawn.

10.0 Nomination of Engineer in Charge

In terms of clause ____ of General Conditions of Contract, it is to inform that _____ (name and designation of NCRTC officer) has been nominated as the Engineer for the subject contract. The consultant is advised to interact with the above official for further instructions as regards the execution of works.

(In case the engineer is nominated at the time of issue of LOA, it shall be stated that the nomination shall be advised separately).

11.0 Acceptance of the LOA

This letter of acceptance is being issued in duplicate, in favour of the consultant/consultant. The copy marked as "Duplicate" is required to be returned by the Consultant/Consultant, duly signed and stamped on each page by the authorized signatory of the Consultant/Consultant, as a token of Consultant's/Consultants unconditional acceptance of the same so as to reach the undersigned

within seven days of issue of this letter. This LOA shall constitute a binding agreement between the Employer and the Consultant/Consultant till such time a formal agreement is signed between the Employer and the Consultant/Consultant for the execution of this contract.

**FORM OF CONTRACT
PERFORMANCE SECURITY
(BANK GUARANTEE)**

[Refer Clause 38 and 39 of Instructions to Bidders]

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

To:

National Capital Region Transport Corporation Ltd., 7/6 Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049. Tele: +91-11-41066943, Fax+91-11-41066953
--

WHEREAS, National Capital Region Transport Corporation Ltd., hereinafter called the **Employer**, acting through *[Insert Designation and address of the Employer's Representative]*, has accepted the bid of *[Insert Name and address of the Consultant]*, hereinafter called the **Consultant**, for the work of *[Insert Name of Work]*, vide Notification of Award No. *[Insert Notification of Award No.]*.

AND

WHEREAS, the consultant is required to furnish Performance Security for the sum of *[Insert Value of Performance Security required]*, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, *[Insert Name of the Bank]*, with its Branch *[Address]* having its Headquarters office at *[Address]*, hereinafter called the **Bank**, acting through *[Designation(s) of the authorised person of the Bank]*, have, at the request of the *[Insert name of the consultant]*, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

- 1 KNOW ALL MEN by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of *[Insert Value of Performance Security required]* as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

- 3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
- 4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the consultant and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee is unconditional and irrevocable.
- 6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.
- 7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 8 This guarantee is valid and effective from the date of its issue, which is *[insert date of issue]*. The guarantee and our obligations under it will expire on *[Insert the date twenty eight days after the expected end of defect liability period]*. All demands for payment under the guarantee must be received by us on or before that date.
- 9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
- 10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
- 13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the consultant in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

.....
[P/Attorney] No.

.....
Bank's Seal

[P/Attorney] No.

Witness:

1. *Signature*
Name & Address & Seal
2. *Signature*
Name & address & Seal

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
- 3, *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*

CONTRACT AGREEMENT
(REFER SECTION 3.04 OF GCC)

THIS AGREEMENT made the day of , between [Name of the Employer.
 (hereinafter “the Employer”), of the one part, and [name of the Consultant]. . . . (hereinafter
 “the Consultant”), of the other part:

WHEREAS the *Employer* desires that the Works known as [name of the Contract]. . .
 should be executed by the Consultant, and has accepted a Bid by the Consultant for the execution
 and completion of these Works and the remedying of any defects therein,

The Employer and the Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - the Letter of Acceptance
 - the Letter of Technical Bid
 - the Addenda Nos. . . . [insert addenda numbers if any]. . . .
 - Invitation for Bid
 - Instructions to Bidders with Bid Data Sheet, Evaluation & Qualification Criteria and Bidding Forms
 - Appendix to Bid
 - the Particular Conditions of Contract
 - the General Conditions of Contract
 - Contract Forms
 - the Employer’s Requirements
 - the completed Schedules including (priced Bill of Quantities)
 - Any other documents
3. In consideration of the payments to be made by the Employer to the Consultant as indicated in this Agreement, the Consultant hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Contract Price shall be INR _____

The above amount includes all taxes, royalties, duties, fees, cess, octroi, other levies etc. and any tax to be deducted at source except GST which shall be paid as per the rules and guidelines of Govt. of India.

The Consultant shall complete the Works within _____ months from the date stipulated in the Notice to Proceed, issued by the Employer.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [*name of the borrowing country*].on the day, month and year indicated above.

Signed by	Signed by
for and on behalf of the Employer	for and on behalf the Consultant
in the presence of	in the presence of

Witness,
Name,
Signature,
Address,

Witness,
Name,
Signature,
Address,

Date

Date

¹*In case Consultant is a Joint Venture the 'name of the consultant' shall be inserted as under :
"the Joint Venture under the name and title of, comprising of[Lead Partner] ;*

SECTION - 8

SCOPE OF WORK

SCOPE OF WORK.

❖ **Comprehensive day to day accounting, finalization of Accounts, co-ordination with Auditors:**

- ✓ Book-Keeping on a full time basis.
- ✓ Maintenance of general ledger,
- ✓ Generation of Trail balance, financial statements,
- ✓ Preparation of bank reconciliation statement, on daily basis.
- ✓ Compliance of TDS, GST , Service tax, Cess, VAT and other statutory provisions in accounts.
- ✓ Maintenance of fixed assets register,
- ✓ Accounting for quarter end and year-end closing procedures,
- ✓ Preparation of quarterly half yearly and Annual Financials Statements with Significant Accounting Policies and Notes to Accounts in accordance with provision of the Company Act and Indian Accounting Standards.
- ✓ Preparation of all supporting statutory audit schedules forming basis for the financial statements and Notes to Accounts.
- ✓ Making available all the documents/information as may be required at the time of internal audit, statutory audit and C&AG audit.
- ✓ Printing and arranging all vouchers as per records and reviewing all supporting.
- ✓ Collecting all service agreements and other permanent document for statutory audit purpose.
- ✓ Payment coordination with bank for payments / transactions
- ✓ Preparation and verification of salary payments.
- ✓ Related Party information.

❖ **Co-ordinating with Internal Auditor:**

- ✓ Internal audit will be conducted on half yearly basis, there will be need to provide all assistant to internal auditor to carry out internal audit.
- ✓ Preparation of reply of issue raised by internal auditor.
- ✓ Present compliance of internal audit report in audit committee.

❖ **Co-ordination with C&AG Auditor:**

- ✓ C&AG carry out annual audit there will be need to provide all assistant to C&AG auditor.
- ✓ Preparation of reply of Half Margin issued by C&AG.

❖ **In connection with statutory compliances:**

1. Direct Taxes

Tax Deducted at Source (TDS)

- ✓ Checking on a monthly basis the deduction of TDS on the applicable expenses as per the rates specified by the Income Tax Authorities as under:
 - Salary
 - Professional
 - Contractor
 - Any other payment.

- ✓ Overseeing the preparation of Tax Challans and issuing of challan for deposit of the same with the requisite banks by the company on a monthly basis.
- ✓ Preparation of quarterly Tax returns and filing the same with Income Tax Authorities electronically.
- ✓ Issuance of Form 16 and Form 16A to all such parties where TDS has been deducted on a quarterly basis.

Corporate Income Tax Return:

- ✓ Ascertaining the advance tax liability on a quarterly basis and finally at the time of Return filing.
- ✓ Preparation of Tax Challans and deposit of the same with the requisite banks by the company on a quarterly basis.
- ✓ Computation of taxable income and preparation of Corporate Tax Return on an annual basis.
- ✓ Filing of Corporate Income Tax Return.

2. Indirect Taxes

- **Goods and Service Tax (GST)**
 1. Applicability of GST on Reverse Charge Mechanism basis.
 2. Deposit of GST.
 3. Monthly, quarterly, annual or any other return filing.

3. Local taxes: Labor Cess registration and Payments.

❖ Assisting Board, audit committee.

As and when required assistance will be provided by submitting and explaining various accounts, audit, taxation and other related matters by attending Board meeting, audit committee and other meetings.

Exclusions

The scope of this assignment shall not cover the following:

- Any formal opinions that may require by the Company.
- Any certification that may be required by the Company, for each such certificate, payment of Rs. 1,500/- plus GST only will be made. Such certificate includes 15CA and 15CB of Income Tax, ROC related certifications.
- Any representation before any Authority (Income Tax, GST etc.) in respect of any cases, appeals, hearing etc.
- Any non-routine-one time/infrequent matter.

SECTION - 9
DELETED

SECTION – 10

(DELETED)

PART III
FINANCIAL PROPOSAL

SECTION - 11

BILL OF QUANTITIES

Contract for providing Accounts, Taxation & Other Statutory services

Bill of Quantities

(In INR)

Sl. No.	Item Description	Qty	Unit	Qualification	Quoted Rate Per Man Month	Total Amount
1	2	3	4	5	6	7
0	Contract for providing Accounts, Taxation & Other Statutory Services					
1	Full Time					
1.01	Accounts Executive	66	Man months	MBA (Fin). / M. Com. with 8 years experience including 3 years' post qualification experience	The Price should be quoted in the financial bid provided in the excel (.xls) format.	
1.02	Junior Accounts Executive	90	Man months	B Com with 2 years post qualification experience and should not be an article clerk / trainee / apprentice etc.		
2	Part Time					
2.01	Supervision (Weekly One Visit)	36	Man months	ACA / ACMA# with 3 years post qualification experience	The Price should be quoted in the financial bid provided in the excel (.xls) format.	
2.02	Coordinator (Monthly One Visit)	36	Man months	FCA / FCMA ## with total 7 years post qualification experience		
Total						

Rates shall be quoted considering one visit in a week.

Rates shall be quoted considering one visit in a month.

Notes :

1. The prices are inclusive of all taxes, levies, duties etc, except GST, which shall be paid on submission of GST Invoice at prevailing tax rates at the time of invoicing
2. The above quantities are estimated for **initial three years** only.
3. Actual Number of Personal deployed shall be govern as per Article XVI of GCC.
4. Evaluation shall be done based on procedure as per Section 3 'Evaluation Criteria'
5. Escalation / Price Adjustment is applicable as per Article III (Section 3.06.) of GCC.