

IS 15700:2005



सर्वोत्तम प्रमाणित

उ० प्र० आवास एवं विकास परिषद

104, महात्मा गांधी मार्ग, लखनऊ-226001

वेबसाईट : www.upavp.in

भारतीय मानक ब्यूरो



IS 15700



BID DOCUMENTS

**E-Tendering for Preparation of Accounts & Audit Manual & Their
implementation in the UPAVP**

TENDER NO. - 439/वित्त एवं लेखा अनु०/दिनांक 30.10.2018 &

1959/वित्त एवं लेखा अनु०/दिनांक 17.12.2018

CONTENTS

Section	Particulars	Page No.
I	Notice Inviting Tender	1
	Information to be given by Bidder	2
II	Instructions to Bidders	3
III	General Conditions of Contract	10
IV	Special Conditions of Contract	13
	(Scope and Description of Work)	15
V	Bid Form	16
VI	Performance Security Bond Format	17
	Proforma for Letter of Authorization for attending the bid opening	19
	Pre-stamped Receipt (for refund of EMD)	20
VII	Price Schedule	21

IS 15700:2005



उ० प्र० आवास एवं विकास परिषद

104, महात्मा गांधी मार्ग, लखनऊ-226001

वेबसाईट : www.upavp.in

भारतीय मानक ब्यूरो

IS 15700



SECTION-I

NOTICE INVITING TENDER

Office of issue	:	Finance Controller, UP Housing & Development Board, 104, Mahatma Gandhi Marg, Lucknow.
Tender No	:	TENDER NO.-439/वित्त एवं लेखा अनु०/दिनांक 30.10.2018 & 1959/वित्त एवं लेखा अनु०/दिनांक 17.12.2018
Tender Document	:	Details are given below
Due date/time of receipt	:	31.12.2018 at 2:00 PM
Opening date/time	:	03.01.2019 at 2:30 PM

Tenders are invited on behalf of UP Housing & Development Board, Lucknow for **Preparation of Accounts & Audit Manual & its implementation in the UP Housing & Development Board, Lucknow.**

Eligibility of bidder:

Indian Chartered Accountants & Cost Accountants Firms, registered with ICAI/ICMAI and having minimum 5 qualified CA partners with a minimum annual turnover of professional fee to the tune of RS. 1,00,00,000/- (Rs. One Crore only) in the last 3 (Three) financial years, are eligible to participate in this tender. Further, the bidder should have capability and experience in taking up work of preparation of Accounting manual and/or audit manual in Government/Semi Government organization along with it's Eligibility conditions as described in detail in the tender document.

Bid security (EMD) shall be Rs. 1,00,000/- (Rupees One Lack Only) payable in the form of FDR pledged in favor of UP Housing & Development Board, Lucknow. Intending bidders may download tender document from the website of UPVP (www.upavp.in *linked with* <http://etender.up.nic.in>). Tender processing fee is Rs. 1000/- + GST @ 18% also be deposited through NEFT/RTGS in Parishad Account No- 381501010032024, UBI, IFSC Code- UBIN0538159 & such relevant proof to be shown on the Technical Bid of the tender. Tender will be uploaded at the parishad website www.upavp.in *linked with* <http://etender.up.nic.in> between date 24.12.2018 to 31.12.2018.

Finance Controller,
UPHDB, Lucknow

INFORMATION TO BE GIVEN BY THE BIDDER

1. Name of the Bidder Firm/Company :
2. Address :

- Telephone No. / mobile No. :
Office
Residence
Mobile
e-mail
3. Registration particulars of the Firm/Company :
viz. Proprietary, Partnership, Private Limited,
Public Limited etc. with ICAI.
4. Name of Proprietor/Partner/Director signing the :
tender document.
5. Name/Designation/Address of the Authorized :
Signatory holding the Power of Attorney
(if any)
6. Income Tax Return Particulars :
Permanent Account Number (PAN) :
GST No. :
7. Details of Experience :
8. Details of professional Personnel
Name Age Qualification/s
9. Tender processing Fee : Rs. 1000/- + GST @ 18 %
UTR/Ref No. : _____

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Name:

Signature
(Capacity in which signed)

SECTION-II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "UPHDB" means UP Housing & Development Board having its Head Office at 104, M.G. Marg, Lucknow-226001.
- b) "The purchaser (UPHDB)" means the UPHDB acting through the Housing Commissioner, UPHDB, Lucknow.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the equipment, machinery, computer software, services and/or other materials, which the supplier is required to supply to the purchaser (UPHDB) under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser (UPHDB) to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser (UPHDB) on the Supplier signed by the purchaser (UPHDB) including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- j) "Validation" is a process of testing manual and questionnaire as per the Generic Requirements in the specification for use in UPHDB.

2. ELIGIBLE BIDDERS:

Eligible Bidder will be Indian CA-Firms, registered with ICAI and having minimum 5 qualified CA partners with a minimum annual turnover of professional fee to the tune of Rs. 1,00,00,000/- (Rs. One Crore only) in the last 3(Three) consecutive financial years.

Further, the bidder should have capability and experience in

- 1) Taking up work of preparation of Accounts and audit manual in Government/Semi Government organization.
- 2) Should have a team of minimum 10 skilled/Intermediate CA professionals/ article clerks working with it. Documentary proof for the same should be attached.

Bids not confirming to these conditions will be not considered.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser (UPHDB) in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BID DOCUMENT:

4. BID DOCUMENTS:

- 4.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
1. Notice Inviting Tender 2. Instructions to Bidders 3. General Conditions of Contract 4. Special Conditions of Contract	1. Price Schedule

5. Schedule of Requirements 6. Technical Conditions of Contract 7. Current IT Return 8. Experience Certificates 9. Annual Turnover Certificate for professional fee of Minimum Rs. 1,00,00,000/- for last 3 Financial year 10. Bid Form 11. Other documents asked for in the tender form 12. Any other document as the bidder may wish to submit in support of the bid. 13. Performance Security Bond Form	
--	--

4.2 **The Bidder is expected to examine all instructions, forms, terms / conditions and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall be resulted in rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser (UPHDB) in writing at the purchaser's (UPHDB) mailing address indicated in the invitation for Bid. The purchaser (UPHDB) shall respond in writing to any request for clarification of the Bid Documents, which is received not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser (UPHDB) shall be sent to all the prospective bidders who have purchased the bid documents.

The prospective bidders may attend the PRE-BID MEETING organized on dt. 24.12.2018 on 10.30 a.m. at the level of Finance Controller of the UPHDB to discuss clauses in the tender document.

AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date of submission of bids, the purchaser (UPHDB) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by E-mail to all prospective bidders on the addresses intimated at the time of purchase of bid documents from the purchaser (UPHDB) and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser (UPHDB) may, at its own discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

I. Technical bid, which shall contain:

- (a) Documentary evidence established in accordance with clause 2 and 10 of these 'Instructions to Bidders' that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with tender clause
- (c) A clause-by-clause compliance as per tender clause
- (d) A Bid form duly filled in by the bidder.

II. Financial bid, which shall contain the Price schedule, completed in accordance with clause 9 & 10.

7. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and price.

8. BID PRICES:

8.1 The bidder shall give the total price excluding GST etc..

8.2 Prices indicated in the price schedule shall be entered in the following manner:

- (i) The price of the services and statutory taxes payable.
- (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.

8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

Note - A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

8.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser (UPHDB) to arrive at prices of equipment/system offered.

8.5 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear NET PRICE taking all such factors like discount, free supply, etc into account.

8.6 The price approved by the purchaser (UPHDB) for services will be exclusive of levies and taxes.

9. BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

9.1 The bidder shall furnish, as part of his bid documents establishing the bidders eligibility, the following documents:

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for not less than Rupees **1.00.00.000/- (Rupees One Crore)**
- (v) Certificate in respect of capability and experience

10 DOCUMENTS ESTABLISHING

10.1 The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.

10.1a. To judge the financial capabilities, the firm shall furnish balance-sheet showing annual turnover.

10.2 The firm must have ability to meet the technical specifications. Necessary documents to substantiate this shall be submitted along with the offer by the Bidder.

11. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS:

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid documents of all goods and services, which he proposes to supply under the contract.

11.2 The documentary evidence of the services conformity to the Bid Documents may be in the form of literature, drawings, data shall be furnished:

- (a) A detailed description of the services.
- (b) A clause-by-clause compliance on the purchaser's (UPHDB) Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications. In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. The Housing Commissioner (UPHDB) will be the competent authority to accept or reject such deviations. Such decisions will be taken by the competent authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Housing Commissioner to consider such deviations. Once decided such decisions will be binding on all the bidders.

12. BID SECURITY:

- 12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 1,00,000/- (Rupees One Lakh only).
- 12.2 The bid security is required to protect the purchaser (UPHDB) against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the shape of FDR from a Nationalised Bank pledged in favour of "UPHDB, Lucknow". Bid security in any other form is not acceptable.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be **rejected by the purchaser (UPHDB) as non-responsive.**
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser(UPHDB), Pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or
 - (b) In the case of a successful bidder, if the bidder fails
 - i) to sign the contract in accordance with clause 28, or
 - ii) to furnish performance security in accordance with clause 28.

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser (UPHDB), pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser (UPHDB) as non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING BID:

- 14.1 The bidder shall prepare the bid in separate envelopes for Technical bid and Financial bid, clearly super scribing the name on the envelopes.

14.2 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or pvc tape sealed).

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

D. SUBMISSION OF BIDS

15. MAKING OF BIDS:

15.1 Tender bid (Technical & Financial Price bid) will be uploaded at Parishad website www.upavp.in & <http://etender.up.nic.in> between dt 24.12.2018 to 31.12.2018.

16 EXTENTION OF TIME IN SUBMISSION OF BIDS:

16.1 The purchaser (UPHDB) may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the purchaser (UPHDB) and bidders will be subjected to the deadline as extended.

16.2 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

17 LATE BIDS:

Any bid received by the purchaser (UPHDB) after the deadline for submission of bids prescribed by the purchaser (UPHDB) pursuant to clause 16 shall be rejected and returned unopened to the bidder.

18 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser (UPHDB) prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by E-mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS BY PURCHASER (UPHDB):

19.1 The purchaser (UPHDB) shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 3:30 p.m. on the due date. The bidders' representatives, who are present; shall sign in the attendance register,. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser (UPHDB), at its discretion, may consider appropriate, will be announced at the opening.

20 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser (UPHDB) may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder, shall be entertained.

21 PRELIMINARY EVALUATION (TECHNICAL BIDS):

21.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to participate/attend the commercial bid.

21.2 While doing the technical evaluation, Purchaser (UPHDB) shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser (UPHDB). If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

21.4 Prior to the detailed evaluation, pursuant to clause 22, the purchaser (UPHDB) will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's (UPHDB) determination of bids responsiveness is to be based on the contents of the bid itself.

21.5 A bid determined as substantially non-responsive will be rejected by the purchaser (UPHDB) and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of thenon-conformity

21.6 The purchaser (UPHDB) may waive any minor confirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such wavier does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The purchaser (UPHDB) shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The comparison for evaluations shall be of price of the goods offered, inclusive of all taxes and levies.

22.3 The tender will be evaluated based on the quoted price for the complete work required under the scope of work.

23 CONTACTING THE PURCHASER (UPHDB):

23.1 Subject to clause 20, no bidder shall try to influence the purchaser (UPHDB) on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to influence the purchaser (UPHDB) in the purchaser's (UPHDB) bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. AWARD OF CONTRACT & COMPLETION PERIOD:

24.1 The purchaser (UPHDB) shall consider placement of orders for contract on those bidders whose offers have been found technically (type-approved/validated by the purchaser(UPHDB)), commercially and financially acceptable.

24.2 The work shall be completed within 6 months.

25. PURCHASER'S (UPHDB) RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The purchaser (UPHDB) reserves the right at the time of award of contract to increase or decrease the services specified in the schedule of requirements.

26. PURCHASER'S (UPHDB) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser (UPHDB) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's (UPHDB) action.

27. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:

The issue of an Advance Purchase Order or LOI (Letter of Intent) shall constitute the intention of Purchaser (UPHDB) to enter into the contract with the bidder. The bidder shall, within 15 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with section VI provided with the bid documents.

28. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of contract on the bidder. Upon the successful bidder furnishing of performance security pursuant to clause 27, the purchaser (UPHDB) shall discharge the bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the purchaser (UPHDB) may make the award to any other bidder at the discretion of Purchaser (UPHDB) or call for new bids.

30. IMPORTANT CONDITIONS:

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid:

- (i) Clause 15.1 of section II – The bids will be down loaded.
- (ii) Clause 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in clause 13.1 mentioned above.
- (iii) Clause 2 & 10 of Section II – if the eligibility conditions as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Section III – General conditions & section V – Technical Conditions – Compliance if given using ambiguous word like “Noted, Understood” “Noted & Understood” shall not be accepted as compliance.
- (v) Section VIII: Price Schedule – Prices should be filled in, as prescribed in the price schedule.
- (vi) “Discount”, which is reproduced below:
“Discount, if any, offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly NET PRICE taking all such factors like Discount, free supply etc. into account.”
- (vii) The Housing Commissioner, UPHDB will be the decisive authority to accept or reject the bids. Once decided such decisions will be binding on all the bidders.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by the purchaser (UPHDB) for the Services to be provided.

2 STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the Technical Specifications.

3 PATENT RIGHTS:

The supplier shall indemnify the purchaser (UPHDB) against all third party claims of infringement of Patent, trademark or rights arising from use of the services or any part thereof in UPHDB.

4 PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser (UPHDB) for an amount of 10% of contract value within 15 days of supplier's receipt of the order.

4.2 The proceeds of the performance security shall be payable to the purchaser (UPHDB) as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Section VII.

4.4 The performance Security Bond will be discharged by the purchaser (UPHDB) after completion of the Supplier's performance obligations including Warranty obligations under the Contract.

5 INSPECTION AND TESTS:

5.1 When the performance tests called for have been successfully carried out as per contract the ultimate consignee will forthwith issue a **Taking Over Certificate**. The ultimate consignee shall not delay the issue of any "**Taking Over Certificate**" contemplated by this clause

5.2 Nothing in clause 5 shall, in any way; release the supplier from any warranty or other obligations under this contract.

6. DELIVERY:

6.1 Delivery of the services and documents shall be made by the Supplier in accordance with the terms specified by the purchaser (UPHDB) in its schedule of requirements and special conditions of contract and the services shall remain at the risk of the supplier until handing-over has been completed. The handing over of the services shall be to the ultimate consignee as given in the award of work- order.

6.2 The completion of the services and documents shall commence immediately on placement of purchase order and be completed within 6 months

6.3 All technical assistance for implementation, commissioning and monitoring of the services shall be provided by the bidders at no extra cost

Deliverables:

Accounts & Audit Manual
Internal Audit Questionnaire

7. TRAINING:

7.1 The bidder shall provide training for implementation and operation to finance and accounts staff of the purchaser (UPHDB).

7.2 Conduct of training of the purchaser's (UPHDB) personnel shall be at the purchaser's (UPHDB) location and/or on site during startup operation and maintenance of the supplied services and manual

8 PAYMENT TERMS:

8.1 50% payment of the cost of work shall be made on receipt of the manuals by the consignee.

For claiming above 50% payment the following documents are to be produced before paying authority:

- 8.2 The next 20% payment shall be made after the approval of competent authority of the manual in accordance with the tender and completion of any other obligation arising out of the tender, subject to relevant certificate from user on the bills.
- 8.3 The balance 30% payment **of total contract value** shall be released after seeing the successful and satisfactory performance and successful completion of training of UPHDB personnel by the supplier and subject to relevant certificate from user on the bills.

9 DELAYS, LIQUIDATED DAMAGES:

In case of extension in the Delivery, Installation, Testing and Commissioning period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the work:

S. No.	Condition	LD %
1.	Delay up to one fourth period of the prescribed period/completion of work as per clause 24.2	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per clause 24.2	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per clause 24.2	7.5 %
4.	Delay exceeding three fourth of the prescribed period/completion of work as per clause 24.2	10.0%

- 9.1 The maximum amount of liquidated damages shall be 10%.
- 9.2 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery, Installation, Testing and Commissioning.
- 9.3 Delivery, Installation, Testing and Commissioning period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- 9.4 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned

10 Forfeiture of Performance Security

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached.
2. When the bidder fails to make complete supply satisfactorily.
3. When contract is being terminated due to non-performance of the bidder.
4. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchaser (UPHDB) in this regard shall be final.

11 FORCE MAJEURE:

- 11.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and

deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser (UPHDB) as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

12 TERMINATION FOR DEFAULT:

12.1 The purchaser (UPHDB) may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

(b) If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the purchaser (UPHDB) pursuant to clause 24.2.

(c) If the supplier fails to perform any other obligation(s) under Contract: and

(d) If the Supplier, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as purchaser (UPHDB) may authorize in writing) after receipt of the default notice from the purchaser (UPHDB).

13 TERMINATION FOR INSOLVENCY

The purchaser (UPHDB) may at any time terminate the contract by giving written notice to the supplier, without compensation to supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser (UPHDB).

14 ARBITRATION:

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Housing Commissioner, UPHDB, Lucknow. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a UPHDB Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a UPHDB Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Housing Commissioner, UPHDB or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitrator proceeding shall be the office of the Housing Commissioner UPHDB Lucknow, or such proceeding places as the arbitrator may decide.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of bids is, if subsequently, declared as holiday by UPHDB, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the technical bids .
3. In case where the document of bid security is not submitted in the manner prescribed under clause 2, above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. Purchaser (UPHDB) reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser (UPHDB).
5. Purchaser (UPHDB) reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
6. The purchaser (UPHDB) reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
7. Any clarification issued by purchaser (UPHDB) in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. The supply will be accepted only after the tests are carried out by a team identified by the purchaser (UPHDB) as per prescribed schedule.
9. The supplier shall:
 - (i) Supply all the items as mentioned in schedule of requirement in the tender document.
 - (ii) Install, test and commission all the services as per the details given in Annexure II "Scope and Description of Work"
 - (iii) System should be got validated with in 6 months by a team identified by the purchaser (UPHDB). The compliance of shortcomings pointed out by the validation team is mandatory for the supplier.
 - (iv) Maintain the equipment commissioned by him for 24 months after successful validation\ and shall demonstrate the configuration ordered as per specifications
- 10. EXPERIENCE:**
 - (i) The bidder should have capability and experience in the area as explained under eligibility conditions of the tender.
11. The manual proposed to be prepared as mentioned in the tender document one with latest accounting procedure to the satisfaction of the purchaser (UPHDB).

12. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser (UPHDB).
13. The supplier shall impart adequate training in Lucknow to sufficient number of UPHDB personnel in operation and maintenance. The training program should be got approved by the contractor from the purchaser (UPHDB) and the purchaser's (UPHDB) decision shall be final and binding.
14. Tender will be evaluated as a single package of all the items given in the price schedule and the tender will be awarded to single party only.

All the clauses of the GR are mandatory except mentioned otherwise and must be unconditionally complied. The bid shall be rejected if equipment does not comply with any of the mandatory clauses.

Vendor shall write, "complied" against each item and clause in the compliance statement.

Any other word like "noted" "agreed" "understood" etc. will be treated as not complied.

SECTION- IV SCOPE AND DESCRIPTION OF WORK

1. INTRODUCTION:

UPHDB is an Autonomous Body under Ministry of Urban & planning development Department of UP having its HO at Lucknow. UPHDB require an Accounts and Audit Manual to be prepared based upon the Uttar Pradesh Awas Evam Vikas Parishad Adhiniyam 1965 Bye Laws as amended from time-to-time and relevant State Govt. rules applicable to UPHDB. Further details about the organization are available at UPHDB's web site www.upavp.in

2. OBJECTIVE:

Accounts manual of UPHDB including its Field Level Offices, will provide

- standard & uniform accounting procedure,
- standard reporting formats/forms to be followed by all its accounting units
- ensure accounting treatments to various activities in line with the existing standard accounting norms being followed in UPHDB.
- Standard Audit Manual would be followed by the audit team in UPHDB while conducting Internal Audit.

3. SCOPE OF WORK

[A] PREPARATION OF ACCOUNTS AND AUDIT MANUAL:-

[a] Prescribing Accounts & Audit manual for UPHDB:-

The approved agency will prepare Accounts Manual for UPHDB clearly specifying the processes relevant to UPHDB, steps to be followed for each such process, the way of documentation and book keeping with clearly defined responsibilities.

It will also provide a Data Flow Diagram(DFD) for each of the activities. Which will be routed to annual closing account (Balance sheet).

The manual must take into consideration the Standard Accounting Norms and GFR & other relevant laws, rules and regulations.

It should also design processes relating to Budget preparation

- b) Prescribing audit Manual which will contain
- the procedure for preparation of audit plan based on the risk Assessment
 - fixing of periodicity for audit and processing of audit objections etc.

[B] IMPLEMENTATION OF MANUAL IN UPHDB

[C] HANDS-HOLD TRAINING TO UPHDB EMPLOYEE WHILE ENSURING IMPLEMENTATION

[D] TRANSFER OF WORK AND KNOWLEDGE TO THE EMPLOYEE OF UPHDB AFTER THE END OF TENDER PERIOD OF 2 YEAR

**SECTION V
BID FORM**

Tender No. (Name & Address of the purchaser (UPHDB))

Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said conditions of contract and specifications for sum of Rs(total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within the specified timeframe as calculated from the date of issue of your purchase order.

If our bid is accepted, we will submit the FDR of Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted through e-tendering process after that no any subsequent alteration and replacement will be accepted.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness
Address
Signature

**SECTION VI PERFORMANCE SECURITY
BOND FORM**

THIS DEED OF GUARANTEE MADE THIS DAY OF..... between the UPHDB, Lucknow, having its HQ at 104 Mahatma Gandhi Marg, Lucknow (hereinafter called the "UPHDB") (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and (hereinafter called the "Bank") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE UPHDB accepted the tender of M/s (hereinafter called the supplier) to supply the Accounts & Audit Manual as per Contract No. Dated (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that supplier shall furnish Bank Guarantee to the extent of ten percent of the value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the supplier the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the UPHDB that the Supplier shall render all necessary and efficient services which may be required to be rendered by the Supplier in connection with and/or for the performance of the said contract and further guarantees that the goods which shall be supplied by the Supplier under the said contract shall be actually performing the work required of it to the satisfaction of the UPHDB and shall be free from any defects arising from faulty materials, designs and workmanship, such as corrosion of the equipment inadequate quantity of materials inadequate contract protection, deficiencies in Circuit Design and/or otherwise whatsoever and in the event of the supplier failing or neglecting to render necessary services as foresaid and/or in the event of the goods failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall of against any loss or damage that may be caused to or suffered by the UPHDB by reason of any breach by the Supplier of any of the aforesaid terms and conditions and the Bank further undertake to pay the UPHDB, such sum not exceeding Rs..... on demand and without DEMUR in the event of the supplier's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the goods an equipment.
2. The decision of the UPHDB as to whether the Supplier failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are free from deficiencies and defects are capable of performing the work required and as to the amount payable to the UPHDB by the Bank herein shall be final and binding on the Bank.
3. The liability of the bank under this Guarantee shall be as of principal Debtor.

4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the equipments have been taken over, all the dues of UPHDB under or by working of the said contract have been fully paid and it is certified by UPHDB that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and a No Demand Certificate submitted to this effect by the supplier.

5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 42 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 42 months as the UPHDB may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the supplier or the bank and shall be a continuing one.

7. The UPHDB has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the supplier and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by UPHDB of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the supplier or any other forbearance, act or the omission on the part of UPHDB or any indulgence by UPHDB to the supplier or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of UPHDB in writing.

9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words)Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:

1. _____
2. _____

Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:

1. _____
2. _____

Proforma for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on -----dd/mm/yyyy----- in the tender at UPHDB Lucknow for -----name of tender-----
-- on behalf of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder) in order of preference given below.

	Order of preference	Name	Specimen Signature
I			
II			

Alternate Representative _____

Signature of Bidder

Or

Officer authorized to sign the bid on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

PRE-STAMPED RECEIPT

FOR REFUND OF EARNEST MONEY DEPOSIT

Received with thanks from Accounts Officer (Cash), UPHDB, O/o Housing Commissioner UPHDB Lucknow, a sum of Rs ----- (Rupees. ----- Only), towards the refund of earnest money deposit paid in respect of the tender for ----- name of tender-----” against -----tender number-----.

Date:

Signature of Bidder
(on one-rupee revenue stamp)

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: _____

Section VII
PRICE SCHEDULE (Financial Bid)

SL	Description of items	Qty Nos.	Total Price inclusive of ED/ST/Levy/Insurance/Octroi/Labour/Transportation etc.
1)	I.PREPARATION OF ACCOUNTS AND AUDIT MANUAL	01	In figures Rs In words Rupees
2)	ANNUAL COST FOR IMPLEMENTATION OF THE ACCOUNTING MANUAL IN UPHDB AND HELPING UPHDB IN PLANNING INTERNAL AUDIT ON THE BASIS OF AUDIT MANUAL	01	In figures RsIn words Rupees
	GRAND TOTAL	01	In figures Rs.....

Signature of the bidder along with seal.

Note:-

- 1- Traveling allowance shall be paid to Service provider firm's partner/partners as per norms of class-II Government officials with prior approval of Housing Commissner.
- 2- Rates are quoted as inclusive of all prevailing taxes except for GST which will be charged as applicable at the time of actual supply.
- 3- Tender will be decided on the value of Grand Total of the commercial bid price.

Signature of the bidder along with seal.