BID DOCUMENT

Re-Tender for Preparation of Municipal Accounting Manual in Arunachal Pradesh and their Implementation in Two Newly Formed Municipalities

TENDER NO. – DTP/MUN-50/2010-11 (Pt -1)

Director Town Planning and ULB, Itanagar

Tender_for_Accounts_Manual

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GOVERNMENT OF ARUNACHAL PRADESH DIRECTORATE OF TOWN PLANNING & ULB <u>ITANAGAR</u>

DTP/MUN-50/2010-11 (Pt -1)

Dated, Itanagar the 30th August 2013 SECTION-I NOTICE INVITING TENDER

Office of issue	: Directorate of Town Planning & Urban Local Bodies, Govt. of
	Arunachal Pradesh, Mowb – II, Itanagar
Tender No	: TENDER NO. –DTP/MUN-50/2010-11 (Pt -1), 30th August 2013
Tender Document	: Details are given below
Due date/Time of receipt	: 18-09-2013 at 1300 Hrs.
Opening date/ time	: 18-09-2013 at 1500 Hrs.

Sealed tenders are invited on behalf of Governor of Arunachal Pradesh, Itanagar for Tender for Preparation of Arunachal Pradesh Municipal Accounting Manual and their Implementation in Municipalities

Eligibility of bidder:

CAG Empanelled, RBI listed (Category 1) CA-Firms, registered with ICAI and having minimum 5 qualified CA partners with a minimum average annual turnover of professional fee to the tune of **Rs. 50.00 Lakhs (Rs. Fifty Lakhs only)** in the last 2 (Two) 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 in Government/Semi Government/Large Corporate organization along with its Eligibility conditions as described in detail in the tender document.

Bid security (EMD) shall be Rs. **25000**/- (Rupees Twenty five thousand Only) payable in the form of DCR or Call Deposit in favor of "Director, Town Planning and Urban Local Bodies, Govt. of Arunachal Pradesh, Itanagar".

Intending bidders may obtain copy of the tender document from Director, Town Planning & ULB, Itanagar, on payment of Rs. **1000/-** (Rupees One Thousand Only) non-refundable, with effect from 03-09-2013 up to 16-09-2013 between 1000 Hrs & 1530 Hrs on working days. The payment will be accepted at Cash Counter, Directorate of Town Planning & ULB, Itanagar. <u>Or may be Cash of Rs.1000/- or a DD of Rs. 1000/- in favor of Director, Town Planning, Itanagar payable at Itanagar, to be attached with the Technical Bid of tender as the cost of tender document</u>

Director, Town Planning & ULB Govt. of Arunachal Pradesh, Itanagar

INFORMATION TO BE GIVEN BY THE BIDDER

 Name of the Bidder Firm/Company Address 	:
Telephone No.	: Office Residence Mobile FAX
3. Registration particulars of the Firm with ICAI	:
4. Registration particulars of the Firm with CAG and RBI	:
5. Name of Proprietor/Partner/Director signing the tender document.	:
6. Name/Designation/Address of the Authorized Signatory holding the Power of Attorney (if any)	:
7. Income Tax Return Particulars Permanent Account Number (PAN)	:
8. Details of Experience	:
9. Details of professional Personnel Name and Qualification/s	

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) "Director of Town Planning" means Director of Town Planning Government of Arunachal Pradesh, Itanagar and having its Office at Mowb-II, Itanagar 791111
- b) "The Municipality" means the Municipalities in Arunachal Pradesh.
- 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 under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser 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 Municipalities.

2. ELIGIBLE BIDDERS:

Eligible Bidder will be Indian CAG empanelled, RBI listed (category 1) CA-Firms, registered with ICAI and having minimum 5 qualified CA partners with a minimum average annual turnover of professional fee to the tune of Rs.50.00 Lakhs -(Rs.Fifty Lakhs only) in the last 2 (Two) financial years.

Further, the bidder should have capability and experience and exposure to

- 1) Exposure to Government and Municipal Departmental Accounts and Systems
- 2) Preparation of Accounting manual and in Government/Semi Government organization/Large Corporate
- 3) Should have a team of minimum 10 professionals/article clerks working with it and at least four qualified executives CA/MBA.

Documentary proof for the same shall be attached.

Bids not confirming to these conditions will be rejected outright.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation, training and submission of the bid. The purchaser, will in no case, 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	1. Price Schedule
3. General Conditions of Contract	
4. Special Conditions of Contract	
5. Schedule of Requirements	
6. Technical Conditions of Contract	
7. Current IT Return	
8. Experience Certificates	
9. Turnover Certificate for professional fee Of Minimum Rs. 50,00,000/- 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 <u>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents.</u> 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 result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the purchaser in writing at the purchaser's mailing address and email indicated in the invitation for Bid. The purchaser 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 shall be sent to all the prospective bidders who have purchased the bid documents. The prospective bidders may attend the **PRE-BID MEET on 16-09-2013 at 3.30 p.m. to discuss** clauses in the tender document. The venue for such pre-bid meet will be office of the Director of Town Planning and ULB at its given address.

AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date of submission of bids, the purchaser 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 Telex or FAX or e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser 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 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/services to be supplied, a brief description of the goods/services, quantity and price.

8. BID PRICES:

8.1 The bidder shall give the total price as per Section VII exclusive of Service Tax

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

- (i) The price of the services and Service 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. A bid submitted with an adjustable price <u>quotation will be treated as non-responsive and rejected</u>
- 8.4 The unit prices quoted by the bidder shall be of sufficient detail to enable the purchaser 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. Service Tax component will be separate and should be indicated separately.
- 8.6 The price approved by the purchaser for services will be exclusive of levies and taxes.

9. DOCUMENT ESTABLISHING 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 ICAI as applicable for the year 2013
 - ii. Partnership Deed
 - iii. CAG Empanelment Number and RBI Listing Number.
 - iv. Two years average annual turnover certificate for more than Rupees 50,00,000/- (copy of the Audited Balance Sheets and Profit and Loss Accounts and IT Return)
 - v. Certificates/documentary proof in respect of capability and experience in Government Sector and Large Corporate
- 9.2 The bidder shall furnish a declaration that he has the financial, technical and operational capability necessary to perform the contract.

10. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS:

- 10.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which he proposes to supply under the contract.
- 10.2 The documentary evidence of the services conformity to the Bid Documents may be in the form of literature, drawings, data and he shall furnish:

(a) A detailed description of the services.

(b) A clause–by–clause compliance on the purchaser's 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-

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by-clause compliance of Technical specification conditions shall not be considered. The Director of Town Planning will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view of the materiality of such deviations. There will be a committee having technical and finance members to assist the Director to consider such deviations. Once decided such decisions will be binding on all the bidders.

11. BID SECURITY:

- 11.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 25,000/- (Rupees Twenty Thousand only).
- 11.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 11.3 The bid security shall be in the form *DCR or Call Deposit in favor of* "Director of Town Planning & ULB, Itanagar".
- 11.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be *rejected by the purchase as non-responsive.*
- 11.5 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, Pursuant to clause 13.
- 11.6 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.
- 11.7 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.

12. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. *A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.*

12.2 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.

13. FORMAT AND SIGNING BID:

- 13.1 The bidder shall prepare the bid in separate envelopes for Technical bid and Financial bid, clearly super scribing the name on the envelopes.
- 13.2 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).
- 13.3 The bid shall contain no interlineations, erasers 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

14. SEALING AND MAKING OF BIDS:

- 14.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.
- 14.2 The inner and outer envelopes shall be:
 - (a) Addressed to the purchaser on the following address:
 - Director, Town Planning & ULB, Government of Arunachal Pradesh, Mowb-II, Itanagar 791111, Arunachal Pradesh.
 - (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE September 18, 2013 (due date) and
 - (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
 - (d) Tenders shall be dropped in the Tender Box at Directorate of Town Planning, Itanagar. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
 - (e) The purchaser shall not be responsible if the bids are delivered elsewhere.
- 14.3 If the outer envelope is not sealed and marked as required by Para 15.1 and 15.2, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as required by Para 15.1 and 15.2, the bid shall be rejected.

15 SUBMISSION OF BIDS:

- 15.1 Bids must be received by the purchaser at the address specified under Para 15.2 not later than 1300 Hrs on 18-9-2013.
- 15.2 The purchaser 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 and bidders will be subjected to the deadline as extended.
- 15.3 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.

16 LATE BIDS:

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

17 MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 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 prior to the deadline prescribed for submission of bids.
- 17.2 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 TELEX/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 17.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

18 OPENING OF BIDS BY PURCHASER:

18.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register, Authority letter to his effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).

- 18.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

19. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser 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.

20 PRELIMARY EVALUATION (TECHNICAL BIDS):

- 20.1 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.
- 20.2 While doing the technical evaluation, Purchaser 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.
- 20.3 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. 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.
- 20.4 Prior to the detailed evaluation, pursuant to clause 22, the purchaser 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 determination of bids responsive is to be based on the contents of the bid itself.
- 20.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 20.6 The purchaser may waive any minor infirmity 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.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 21.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 21.2 The comparison for evaluations shall be of price of the goods offered exclusive of all taxes and levies, installation/commissioning charges.
- 21.3 The tender will be evaluated based on the quoted price for the complete work required under the scope of work.

22 CONTACTING THE PURCHASER:

- 22.1 Subject to clause 20, no bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. AWARD OF CONTRACT:

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

24. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser 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 action.

26. 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 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 VIII provided with the bid documents.

27. 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 shall discharge the bid security, pursuant to clause 12.

28. 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 may make the award to any other bidder at the discretion of Purchaser or call for new bids.

29. 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 outright rejection of the bid:

- (i) Clause 15.1 of section II The bids will be recorded unopened, if covers are not sealed with wax or PVC tape.
- (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) Clause 11.2 (c) of Section II If deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation.
- (v) Section III Commercial conditions & section V Technical Conditions Compliance if given using ambiguous word like "Noted, Understood" "Noted & Understood" shall not be accepted as compliance.
- (vi) Section VIII: Price Schedule Prices are not filled in as prescribed in the price schedule.
- (vii) Section II clause 9.5 on 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. <u>Bidders desiring to offer discount shall therefore modify</u> their offers suitably while quoting and shall quote clearly NET PRICE taking all such factor like Discount, free supply etc. into account."

SECTION III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Goods/Services.

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 against all third party claims of infringement of Patent, trademark or rights arising from use of the services or any part thereof in Municipality in Arunachal Pradesh.

4 PERFORMANCE SECURITY:

Performance Security will be collected by deduction of 10% from all the payments made to the supplier. The total deducted amount will be released only after 12 months from date of completion of the work.

- 4.1 The supplier shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of supplier's receipt of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser 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 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, the Inspector/ultimate consignee will forthwith issue a **Taking Over Certificate**. The inspector/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 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 assignment and be completed within following time frame
 - Accounting Manual
 - Training and handholding support to two municipalities
 - Ensuring Completion of Accounts of two municipalities

within three months regular upto finalization of accounts of 31st March 2014 within two months of completion of accounting year

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

Deliverables:

- Arunachal Pradesh Municipal Accounts Manual
- Coordination with the Directorate of Town Planning And Urban Local Bodies in implementation of the Manual
- Training and Hand holding support to the concerned staff members of two municipalities
- Assistance in completion of the 1st year Accounts of the two municipalities of Arunachal Pradesh for the year ending on 31st March 2014

7. TRAINNING:

- 7.1. The bidder shall provide training and hand holding support for implementation and operation to finance and accounts staff of the purchaser.
- 7.2. Conduct of training of the purchaser's personnel shall be at the supplier's location and/or on site during startup operation and maintenance of the supplied services and manual

8. PAYMENT TERMS:

- 8.1. 80% of the cost of work shall be made on receipt of the manuals by the consignee and after completion of 2 completed trainings (for each municipality either on site or off site)
- 8.2. The next 20% payment of total contract value shall be released after seeing the successful and satisfactory performance and successful completion of accounts of two Municipalities and submission of accounts for the year ending 31st March 2014 to the competent authority.

9. DELAYS, LIQUIDATED DAMAGES:

In case of delay in execution 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 15				
2	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per clause 15	5.0 %			
3	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per clause 15	7.5 %			
4	Delay exceeding three fourth of the prescribed period/ completion of work as per clause 15.4				

- 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 / Outstanding Amount of the balance Payment

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 in this regard shall be final.

Forfeiture of outstanding amount of the balance Payment – The outstanding amount of the payment due in full or in 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 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, guarantine 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 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. 11.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such potions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

12. TERMINATION FOR DEFAULT:

- 12.1 The purchaser 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 pursuant to clause 15.
- (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 may authorize in writing) after receipt of the default notice from the purchaser.
- 12.2 In event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

13 TERMINATION FOR INSOLVENCY:

The purchaser 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.

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 Itanagar District Court. 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 Government 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 Government 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 The Director Town Planning and ULB, Itanagar, Government of Arunachal Pradesh 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 The Director Town Planning and ULB, Itanagar, or such proceeding places as the arbitrator may decide.

15. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Director Town Planning, Government of Arunachal Pradesh, purchaser or any other person or persons contracting on behalf of Government of Arunachal Pradesh and set off the same against any claim of the purchaser or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with Purchaser or such other person or persons contracting.

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 Government of Arunachal Pradesh, 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. (i) 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 3 (i), 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. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
- 5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
- 6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 7. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- 8. Any clarification issued by purchaser 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.
- 9. The supply will be accepted only after the tests are carried out by a team identified by the purchaser as per prescribed schedule.
- 10. The supplier shall:
 - i. Supply all the services as mentioned in schedule of requirement in the tender document.
 - ii. Install, test and commission all the services (as applicable) as per the details given in Annexure II "Scope and Description of Work".
 - iii. System should be got validated within three months by a team identified by the purchaser. The compliance of shortcomings pointed out by the validation team is mandatory for the supplier.
 - iv. Maintain the equipment commissioned by him for 12 months after successful validation and shall demonstrate the configuration ordered as per specifications

11. EXPERIENCE:

(i) The bidder should have capability and experience in the area as explained under eligibility conditions of the tender

- 12. The Arunachal Pradesh Municipal Manual proposed to be prepared as mentioned in the tender document one with latest accounting procedure to the satisfaction of the purchaser.
- 13. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
- 14. The supplier shall impart adequate training in Itanagar and Pasighat Municipal office to sufficient number of Municipal personnel in operation and maintenance. The training program should be got approved by the contractor from the purchaser and the purchaser's decision shall be final and binding. In addition to that onsite handholding support will be provided to the Municipalities for completion of the Books of Account for the year ending as on 31st March 2013.
- 15. 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:

Itanagar and Pasighat Municipality or Urban Local Bodies is local self Government having Directorate office at Itanagar. The Government of Arunachal Pradesh require an Arunachal Pradesh municipal Accounts Manual to be prepared based upon the Arunachal Pradesh municipal Act, 2007 as amended from time-to-time and relevant Central Govt. rules applicable to Municipality. The Government of Arunachal Pradesh has decided to introduce Double Entry Accrual Based System of Accounting in the Municipalities. Therefore, the Arunachal Pradesh municipal Accounts Manual shall be prepared in line of National Municipal Accounts Manual prepared by CAG. Further details about the organization are available at Town Planning's web site <u>www.arunachaltp.nic.in.</u> In addition the concerned staff member shall be adequately trained and provided on site hand holding support to complete the Books of Acount of the two municipalities for the year ending 31st March 2014.

2. <u>OBJECTIVE</u>:

Arunachal Pradesh Municipal Accounts manual, 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 India and The National Municipal Accounts Manual by Government of India Ministry of Urban Development.

3. SCOPE OF WORK

A. PREPARATION OF ARUNACHAL PRADESH MUNICIPAL ACCOUNTS MANUAL

Prescribing Accounts manual for Municipalities:-

The approved agency will prepare Arunachal Pradesh Municipal Accounts Manual for Municipalities clearly specifying

- the processes relevant to Municipalities,
- 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.
- The manual must take into consideration the Standard Accounting Norms and GFR & other relevant laws, rules and regulations as applicable and as per and The National Municipal Accounts Manual by Government of India Ministry of Urban Development.
- The supplier shall impart adequate training in Itanagar and Pasighat Municipal office to sufficient number of Municipal personnel in operation and maintenance. The training program should be got approved by the contractor from the purchaser and the purchaser's decision shall be final and binding. In addition to that onsite handholding support will be provided to the Municipalities for completion of the Books of Account for the year ending as on 31st March 2014.
- B. IMPLEMENTATION OF MANUAL IN ITANAGAR AND PASIGHAT MUNICIPAL COUNCIL OFFICE AND COORDINATING WITH DIRECTORATE OF TOWN PLANNING AND URBAN LOCAL BODIES
- C. HANDS-HOLD TRAINING TO MUNICIPAL EMPLOYEE WHILE ENSURING IMPLEMENTATION AT ITANAGAR AND PASIGHAT Training and On site Handholding support

- Adequate training to be provided to the concerned Accounts and Finance Staff members for introduction to accrual based double entry accounting system and other provisions of the Accounting Manual and
- Onsite handholding support to the staff members of the two municipalities so that the Books of Account can be closed for the year ended 31st March 2014.
- The approved agency shall continue to provide Technical Assistant to the staff member of 2 (two) municipalities for further, the period of 1 year for proper maintenance and operation of Double Entry Accrual System of Accounting without any extra cost.
- D. TRANSFER OF WORK AND KNOWLEDGE TO THE EMPLOYEE OF MUNICIPALTIES WITHIN THE END OF TENDER PERIOD

SECTION V

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir,

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 drawings, 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.

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 by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated this day of xxxxx 2013.

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 Director, Town Planning and ULB, Government of Arunachal Pradesh, having its office at Itanagar (hereinafter called the "Director of Town Planning and ULB (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 Director of Town Planning accepted the tender of M/s (hereinafter called the supplier) to supply the Directorate of Town planning and ULB 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 Director of Town Planning, Government of Arunachal Pradesh, Itanagar 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 Director of Town Planning. Government of Arunachal Pradesh, Itanagar 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 Director of Town Planning, Government of Arunachal Pradesh, Itanagar by reason of any breach by the Supplier of any of the aforesaid terms and conditions and the Bank further undertake to pay the Director of Town Planning, Government of Arunachal Pradesh, Itanagar, 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 Director of Town Planning, Government of Arunachal Pradesh, Itanagar 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 the Director of Town Planning, Government of Arunachal Pradesh, Itanagar 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 the Director of Town Planning, Government of Arunachal Pradesh, Itanagar under or by working of the said contract have been fully paid and it is certified by the Director of Town Planning, Government of Arunagar 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 24 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 24 months as the Director of Town Planning and ULB, Government of Arunachal Pradesh, Itanagar may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 24 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 24 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 Director of Town Planning and ULB, Government of Arunachal Pradesh, Itanagar 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 the Director of Town Planning and ULB, Government of Arunachal Pradesh, Itanagar 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 the Director of Town Planning and ULB, Government of Arunachal Pradesh, Itanagar 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 the Director of Town Planning and ULB, Government of Arunachal Pradesh, Itanagar 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: Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:

 1.

 2.

1. _____

2. _____

Performa for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on 18-9-2013 at 1500 hrs in the tender at the office of Director of Town Planning and ULB, Government of Arunachal Pradesh, Itanagar for -----name of tender-------name of tender------

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			
11			

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

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:

Tender_for_Accounts_Manual

Section VII PRICE SCHEDULE (Financial Bid)

SL	Descript	ion of items	Qty Nos.	Total Price inclusive of ED/ST/Levy/Insurance/Octroi/Labour/ Transportation etc.
1)	I.	PREPARATION OF ARUNACHAL PRADESH MUNICIPAL ACCOUNT MANUAL (100 COPIES CALIKOBOUND & SOFT COPY)	01	In figures Rs In words Rupees
	II.	IMPLEMENTATIONOFTHEARUNACHALPRADESHMUNICIPALACCOUNTINGMANUALINITANAGARPASIGHATMUNICIPALCOUNCILOFFICEANDCOORDINATINGWITHDIRECRORATEOFTOWNPLANNINGANDURBANLOCALBODIES		In figures Rs In words Rupees
2)	I.	PROVIDING TRAINING TO ITANAGAR AND PASIGHAT MUNICIPAL COUNCIL OFFICE ON-SITE AND OFF-SITE		In figures Rs In words Rupees
	II.	PROVIDING ON-SITE HAND HOLDING SUPPORT TO ITANAGAR AND PASIGHAT MUNICIPAL COUNCIL OFFICE FOR COMPLETION OF THE BOOKS OF ACCOUNT FOR THE YEAR ENDING 31 ST MARCH 2014	01	In figures Rs In words Rupees
	GRAND TO	DTAL	01	In figures Rs In words Rupees

(Rupees in words)

Service Tax on above

Signature of the bidder along with seal.

Notes:

- 1. Rates are quoted as inclusive of all prevailing taxes except for Service tax which will be charged as applicable at the time of actual delivery.
- 2. Tender will be decided on the value of Grand Total of the commercial bid price.