

NAGPUR ENVIRONMENTAL SERVICES LIMITED




“CORRIGENDUM No. 1” Date extension of Sale and Submission of E-Tender

Following Changes in the E-Tender notice of “Appointment of Chartered Accountant Firm to look after and manage the Double Entry Accounting System and provide Consultancy Services on Financial Matters of the PPP Agreement” vide aforesaid Advertisement in News Paper is to be in corporate for Tender.

Sr. No.	Particulars	Scheduled Date as per Advertisement in News Paper	Revised Date
1	2	3	4
1	Last Date of Sale of E-Tender	31.03.2026 to 09.04.2026 up to 3.00 pm	31.03.2026 to 15.04.2026 up to 3.00 pm
2	Last Date of Submission for E-Tender	31.03.2026 to 09.04.2026 up to 3.00 pm	31.03.2026 to 15.04.2026 up to 3.00 pm
3	Date of Opening of E-Tender	10.04.2026 at 4.00 p.m.	16.04.2026 at 4.00 pm

Note:- All Terms and Conditions are same.


Executive Director,
NESL



Nagpur Environmental Services Limited (NESL)



REQUEST FOR PROPOSAL (RFP)

Appointment of Chartered Accountant Firm to look after and manage the Double Entry Accounting System and provide Consultancy Services on Financial Matters of the PPP Agreement

RFP Ref. No. :

Date :

Executive Director
Nagpur Environmental Services Ltd.

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of NESL or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NESL, its employees or advisors to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

NESL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NESL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Glossary of Terms

The definitions of various terms that have been used in this RFP are as follows:

1. **NESL** - NESL means Nagpur Environmental Services Limited, a fully owned company of Nagpur Municipal Corporation.
2. **ED, NESL** – Executive Director, Nagpur Environmental Services Limited
3. **“Request for Proposal (RFP)/ Tender”** means this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
4. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and Buyer including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
5. **“Bidder”** means the parties who will be offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful bidder with whom the department signs the agreement for rendering of services for implementation of this project.
6. **“Proposal / Bid”** means the Technical and Commercial bids submitted for this project against this RFP.
7. **“Requirements”** shall mean and include all the documents prepared by the department for the Project, scope, Service Level Agreement, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
8. **“The Vendor”** or **“Dealer”** or **“Successful Bidder”** means the Services Provider whose bid has been accepted by the department and with whom the order has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the SB's successors, representatives (approved by the department), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
9. **“PPP Project”** means Public Private Partnership Project.

1 Invitation for Bids

- 1 NESL, invites online bids from reputed Firms of Chartered Accountants for Appointment of Chartered Accountant Firm to look after the double entry accounting system and provide consultancy services on financial matters of the PPP Agreement, for a period of 2 years to be extendable for another 1 years based on performance.
- 2 The successful bidder will be appointed for 2 years which can be extended to another 1 years through mutual consent, provided the requirement of the NESL for such services persists at that time. However, NESL has the right to review the contract at regular intervals on the basis of satisfactory performance in the previous period. NESL may also call for revised financial bid, from the technically qualified bidders, any time after one year if deemed necessary.
- 3 The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Bidder or because of change in the NESL's requirements etc. as may be specified in the contract to be signed between the parties. NESL, however, reserves right to terminate this initial contract at any time without giving any notice to the selected bidder.
- 4 ED, NESL reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of this work.
- 5 The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
- 6 To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. Safe crypt, (n) Code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 7 Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.
- 8 Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 9 The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of NESL. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to

carry out its own investigation into the proposed NESL requirements.

- 10 NESL shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.
- 11 NESL shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of NESL in selecting the agency who qualifies through this RFP shall be final and NESL reserves the right to reject any or all the bids without assigning any reason thereof. NESL further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.
- 12 NESL may terminate the RFP process at any time without assigning any reason and upon such termination NESL shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1.1 Bidding Schedule

The summary of various activities with regard to this invitation of bids are listed in the table below:

1	RFP Reference No.	
2	Name of the Project	Appointment of Chartered Accountant Firm to look after the double entry accounting system and provide consultancy services on financial matters of the PPP Agreement
3	RFP Document Download Start / Expiry Date & Time	Start Date: Expiry Date: Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
4	Last date to send in requests for clarifications	
5	Last date (deadline) for submission of bids	
6	Date and Time of opening of Eligibility proposals	
7	Date Time and Place of opening of Financial Proposals	
8	RFP Document Fee to be paid via Online Payment Gateway mode only. (Non Refundable)	
9	Earnest Money Deposit	

	(EMD) to be paid via Online Payment Gateway mode only	
10	Bid Validity Period	120 days from the date of submission of bid
11	Performance Bank Guarantee / Security Deposit	

2. Instructions to Bidder

2.1. Introduction and Purpose

Nagpur Municipal Corporation (NMC) has embarked upon implementing citywide continuous (24X7) water supply project through Public Private Partnership (PPP) model. NMC has established Nagpur Environment Services Limited (NESL) as a Special Purpose Vehicle (SPV) for this purpose to manage and provide water services through PPP.

Nagpur Environment Services Limited (NESL) is a wholly owned company of Nagpur Municipal Corporation. The Board of Directors of the company includes, Hon'ble Mayor of Nagpur Municipal Corporation as officiating Chairman, Hon'ble Municipal Commissioner of Nagpur Municipal Corporation as Vice Chairman & Managing Director, and other Directors Deputy Mayor, Chairman Standing Committee, Ruling Party Leader, Opposition Leader, Chairman Water Supply Committee, Deputy Municipal Commissioner, Chief Accounts & Finance Officer, and Executive Engineer (WW), Executive Director.

NESL is a company owned by NMC and is established for development, operation, maintenance and management of water supply services in Nagpur city. NESL is being granted the right of operating the water supply services in the city of Nagpur, the use of facilities in connection therewith, the management, as implementing agency, of any future investment projects initiated by NMC for the development and rehabilitation of the municipal infrastructure for water supply.

NESL seeks services for Appointment of Chartered Accountant Firm to look after and manage Double Entry Accounting System of NESL & provide Consultancy Services on Financial Matters of PPP Agreement. for a period of 2 years to be extendable for another 1 year based on performance. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in [Section 3](#) of this RFP document.

2.2. Consortium and Sub contracting Conditions

Consortium and Subcontracting are not allowed for this RFP

2.3. Completeness of Response

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and for feature of the Bid EMD.

2.4. Proposal Preparation Costs

- 1 The bidder shall submit the bid at its cost and NESL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over NESL and NESL shall be at liberty to cancel any or all bids without giving any notice.
- 2 All materials submitted by the bidder shall be the absolute property of NESL and no copyright/patent etc. related issues shall be entertained by NESL.

2.5. Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal (<https://mahatenders.gov.in>) and shall be part of RFP.
- 2 The Bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. NESL also reserves the right to amend the dates mentioned in this RFP.

2.6. Supplementary Information to the RFP

If NESL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.7. NESL's right to terminate the process

NESL may terminate the RFP process at any time and without assigning any reason. NESL reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

2.8. Earnest Money Deposit(EMD)

- 1 Bidders shall submit, EMD of **Rs. 50,000/-** (Rupees Fifty thousand Only) through on line e-Tendering Payment Gateway mode only.
- 2 Unsuccessful Bidder EMD will be returned within 90 days from the date of

award of contract. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee(PBG)/Security Deposit

- 3 No interest will be paid by NESL on the EMD amount and EMD will be refunded to the Successful Bidder without any accrued interest on it
- 4 The Bid submitted without EMD, mentioned above, will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful Bidder, if the Bidder fails to sign the contract in accordance over with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then NESL shall reject the bid and, if necessary, initiate action.
- 6 The decision of the NESL regarding forfeiture of the EMD shall be final and binding upon bidders.

2.9. Authentication of Bid

- 1 Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the RFP, proposal and annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- 2 Power of Attorney executed by the Bidder in favour of the duly authorized representative, certifying him as an authorized signatory for the purpose of this bid.

2.10. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at NESL's discretion.

2.11. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.12. Bid Submission Instructions

1. Complete bidding process will be online(e-Tendering) in two Envelopes system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Eligibility Proposal	The Eligibility Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in ANNEXURE 1 of this RFP Eligibility Proposal should be submitted through online bid submission process only.
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in ANNEXURE 2 of the RFP. Financial Proposal should be submitted through online bid submission process only.

*Note : Bidder is requested to submit **One Hard Copy** of the Pre-Qualification proposal on The date of Pre-Qualification proposal opening as schedule given in the Section1.1 of the RFP.*

Each page of the Pre-Qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder.

1. The following points shall be kept in mind for submission of bids;
 - a. NESL shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
 - c. NESL may seek clarifications from the Bidder on the proposal. Any of the clarifications by the Bidder on the proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the proposal but exclusive of taxes and should incorporate all the clarifications provided by the Bidder on the proposal during the evaluation of the technical offer.
 - d. Financial Proposal shall not contain any technical information and vice versa.
 - e. If any Bidder does not qualify the Pre-Qualification criteria stated in

Section 2.19 of this RFP, the Financial Proposals of the Bidder shall not be opened in the e-Tendering system.

- f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which NESL reserves the right to reject the proposal.
- g. Proposals sent by fax/post/courier shall be rejected.

2.13. Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 120 days from the date of submission of the proposal.

2.14. Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

2.15. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of NESL.

2.16. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.17. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Proposals/Bids.
- b. NESL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in two stages.

- i. In the first stage, Pre-Qualification proposals shall be opened and evaluated as per the criteria mentioned in [Section 2.19](#) of the RFP. Financial Proposals of bidders who pass the Pre-Qualification criteria shall be opened.
 - ii. In the second stage, Financial Proposal of those Bidders, whose Pre-Qualification Proposals qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- d. The Bidder's representatives who are present shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for NESL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, NESL will continue process and open the bids of all the bidders
 - e. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been Furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. NESL has the right to reject the bid after due diligence is done.

2.18. Evaluation Process

- a. NESL will form Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
- b. TEC shall review the Pre-Qualification proposal of the Bidders to determine whether the requirements as mentioned in [Section 2.19](#) of the RFP are met. Incomplete or partial Proposals are liable for disqualification, but TEC reserves the right to seek clarification, missing or clarification on incomplete responses if required. All those Bidders, whose Pre-Qualification proposal meets the requirements shall be selected for opening of the technical proposal.
- c. TEC shall review the Proposal of the Bidders to determine whether the proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification, additional documents if required.
- d. The Financial Proposals of the Pre-Qualified bidders shall be opened and reviewed to determine whether the Financial Proposals are complete and as per requirements.

- e. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
- f. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

2.19. Eligibility Criteria

S. No	Eligibility Criteria	Document to be submitted
PQ1	The firm should be a partnership firm/LLP OR a proprietorship firm and should have minimum 25 year's existence. The firm should be Registered with the Goods and Service Tax Authorities.	<ul style="list-style-type: none"> Self-Attested copy of the Constitution certificate issued by ICAI to the firm. GST Registration Certificate
PQ2	The firm must be empanelled with ICAI and Comptroller and Auditor General of India.	<ul style="list-style-type: none"> Self-Attested copy of the Constitution certificate issued by ICAI to the firm. Self-attested copy of the certificate/acknowledgement issued by C & AG. C & AG certificate for FY 2021-22 and
PQ3	The firm should have average annual turnover of minimum Rs. 300 Lakhs (Rupees One Hundred & Fifty Lakhs) during the last 3 (Three) financial years (FY 2022-23,2023-24 and 2024-25).	<ul style="list-style-type: none"> A Certificate from an independent Chartered Accountant certifying the turnover.
PQ4	The firm shall have at least 3 partners, out of which minimum 2 partners shall be Fellow Chartered Accountants and should be associated with the firm at Least for 20 years.	<ul style="list-style-type: none"> Self-Declaration in the format given as per Annexure 5 Self-Attested copy of the Constitution certificate issued by ICAI to the firm.

PQ5	The firm shall have experience in Accounting/audit of at least 2 Organizations (which includes Government Departments /Local Authorities) with minimum 1 assignment in PPP sector.	<ul style="list-style-type: none"> • Work Order issued by the client
PQ7	The Bidder should have Head Office or Branch office in Nagpur. If the Branch Office is at Nagpur minimum 2 Fellow Members should be stationed at Nagpur Branch.	<ul style="list-style-type: none"> • Constitution certificate issued by ICAI to the firm supporting the address at Nagpur & address of members stationed at Nagpur Branch as per ICAI record.
PQ8	The Firm should be Peer Reviewed by Peer Review Board of ICAI.	<ul style="list-style-type: none"> • Peer Review Certificate from Peer Review Board of ICAI

2.20. Evaluation of Eligibility Proposals

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.
2. Bidder shall be evaluated as per Eligibility criteria mentioned at [Section 2.19](#) The bidders who fulfil all the Eligibility criteria shall qualify for further technical evaluation.
3. NESL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the evaluation process.

2.21. Financial Proposal Evaluation

1. The financial proposal of only the qualified Bidders shall be opened for the evaluation.
2. Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for negotiations and award of contract after the negotiations.
3. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/summation error etc. the bid may be rejected.

2.22. Award Criteria

- a) The work shall be awarded to the bidder who's Commercial Offer shall be determined to be L1, the lowest.

- b) If there is more than one bidder having the lowest offer, NESL reserves the right to select the Bidder(s) and that will be binding on all bidders

2.23. Tenure of Contract

The contract will be valid for 2 years with effect from the date of award of the contract, which can be extendable further upto another 1year with 10% increase in rates per year as per the same or amended terms & conditions subject to satisfactory services by the successful bidder. However, final decision shall rest with nesl only.

2.24. NESL's Right to accept any Bid and to reject any or All Bids

NESL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NESL's action.

2.25. Letter of Intent

Prior to the expiration of the period of bid validity, NESL will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Security, NESL will promptly notify each unsuccessful bidder.

2.26. Signing of Contract

NESL shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement for the period of 3 Years with NESL within the time frame mentioned in the Letter of Intent to be issued to the Successful Bidder by NESL.

2.27. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award, in which event NESL may invite the next best bidder for negotiations or may call for fresh RFP.

2.28. Performance Bank Guarantee/Security Deposit

1. The Successful Bidder shall at his own expense submit with NESL within 7 (Seven) working days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, PBG/Security Deposit in the form of a Demand Draft (DD) from Nationalized or Scheduled Bank, payable at Nagpur, for the due performance and fulfillment of the contract by the bidder.
2. The PBG/Security Deposit shall be denominated in the currency of the contract and shall be in the form of Demand Draft.
3. The PBG/Security Deposit will be in the form of a DD for an amount equal to

5% of the Contract value. All charges whatsoever such as premium; commission etc. with respect to the PBG/Security Deposit shall be borne by the bidder.

4. The PBG/Security deposit shall be valid until the end of six months after the completion of the contract (i.e. Two years + One Years extension) with successful bidder. After the completion of period security deposit amount will be refunded. No interest will be paid on PBG/ Security deposit.
5. In the event of the Bidder being unable to service the contract for whatever reason NESL would forfeit PBG/security deposit. Notwithstanding and without prejudice to any rights whatsoever of NESL under the contract in the matter, the proceeds of the PBG shall be payable to NESL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. NESL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
6. NESL shall also be entitled to make recoveries from the bidder's bills, PBG/Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence or error.

3. Scope of Work

1. Accounting for All Data Entries in Tally account software on daily basis.
2. Preparation of expenses vouchers, preparation of note sheets, cheques of payment, preparation of direct payment calculation sheet and direct payment reconciliation etc.
3. Checking of daily collection receipts of water charges & other collection, verification of DCR with bank statement and vendor reconciliation of DCR.
4. Preparation of Monthly report, Bank Reconciliation, Review of entries made in Tally.
5. Monthly preparation of Trial Balance, Tax calculation i.e. TDS, GST.
6. Preparation and Finalization of Accounts.
7. Getting the Statutory Audit/Tax Audit done of the company as per the norms of Companies Act, 2013, by assisting the Statutory Auditors of the company.
8. Preparation and filing of IT/TDS/GST/PT etc. Returns on

monthly/quarterly/yearly basis and generating TDS certificates.

9. Consultancy and guidance regarding applicable Laws like Income Tax, GST, TDS, etc. to NESL staff and Officers so that Tax Planning can be done.
10. To assist the NESL in replying the Audit Comments on the accounts raised by the C&AG Audit and other Audits if any.
11. Advice on all Tax matters (like Income Tax/ TDS/ GST etc.)
12. Professional advice for all statutory requirements & compliances.
13. All compliances with the Income Tax Department/GST department for assessments and GST Audit.
14. To verify the Operator Rate as per the PPP Agreement of 24x7 Water Supply Project of Nagpur Municipal Corporation.
15. To assist NESL/NMC in case of any financial dispute / Arbitration arises with Operator during the contract period.
16. To verify the volume billed and collected by the Operator.
17. To advise NESL on the financial matters as per provisions of contract.
18. Operator's Rate rebasing as per contractual provisions.
19. Assisting in assessment of key performance indicators of obligation of Operator as per provisions of contract.
20. Assisting in assessment of Annual rate adjustment of the Operator's Rate as per provisions of contract.
21. To perform such other duties of the Accounting & Financial nature which may be assigned by NESL from time to time.
22. Any other matter related to accounting of NESL and matter related to finance of the PPP Agreement of 24x7 Water Supply Project of Nagpur Municipal Corporation not included above.
23. To check financial issues related to R&R work, Escalation Bills submitted by the Operator from time to time.

4. General Conditions of Contract (GCC)

4.1. Terms and Conditions

- a. Validity of Engagement: The validity of appointment will be initially for a period of Two years from the date of issue of work order and thereafter depending upon the performance extendable for two more years.
- b. Completion of Job: Time being the essence of the contract all the Accounting shall be completed on day to day basis but not later than 7 days after completion of particular month. The Final Accounts should be ready with all provisions/ payables/ receivables along with confirmations within 90 days from end of financial year.
- c. Dispute: In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Hon'ble Commissioner, Nagpur Municipal Corporation, and V.C & M. D, NESL will be final and binding on both the parties to the contract.
- d. Firms who fulfill the above minimum criteria may download the RFP document from www.mahatenders.gov.in

4.2 The Bidder's Obligations

- a. The Successful Bidder should comply with all applicable laws and rules of GoI/GoM/ULB. The Bidder shall comply with all central, local and state regulations and enactment pertaining to workmen and labour and NESL shall have the right to enquire into and decide all complaints on such matters.
- b. The Successful Bidder shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the bidder only and NESL shall not in any manner be liable and all statutory liabilities shall be paid for by the Firm.
- c. NESL shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the successful bidder reserves the right to remove the staff with prior intimation to NESL.

- d. The Successful Bidder shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements
- e. The personnel of the Successful Bidder shall not be the employees of the NESL and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Bidder shall make them known about this position in writing before deployment under this agreement and shall obtain their willingness for the same.
- f. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties
- g. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the NESL.
- h. The Successful Bidder shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services
- i. The Successful bidder will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his staff and NESL shall in no way responsible for the same. The Bidder should not wait for NESL's payment to pay to his staff. k) In case any workman of the successful bidders suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the successful bidder and Purchaser shall stand indemnified against any such claim for compensation.
- j. Proper substitute arrangement is required to be made against absent.
- k. The resources shall also be given weekly off after six continuous working days.
- l. NESL will make requisite seating arrangement for their staff and CA in NESL office with Stationary/computer/printer/ Xerox.

4.3 The Bidder's Liability

- a. The Successful Bidder shall completely indemnify and hold harmless the purchaser (NESL) and its employees against any liability, claims, losses

or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

- b. The Successful bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the bidder contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

4.4. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

4.5 Composition of Team

Designation	Qualification & Experience	Nos.	Location
Team Leader	CA, having more than 20 years of experience and having experience of consultancy work PPP Project in Water Supply Sector	1	Visit atleast 2 days in a week
Chartered Accountant	CA, having atleast 2 years of experience of PPP Project in Water Supply Sector.	1	On site (NESL's Office)
Senior Accountant	B.com/MBA in finance , having more than 5 years of experience in Tally accounting.	1	On site (NESL's Office)

4.6 Payment Terms

Payment shall be released on monthly basis by NESL within 15 working days from the date of submission of bill by the Firm after satisfactory completion of monthly accounts of previous month. No advance payment shall be made.

4.7. Confidential Information

- a. NESL and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Successful Bidder shall not use the documents, data, and other information received from NESL for any purpose other than the services required for the performance of the Contract.

4.8. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.9. Force Majeure

- a. The Successful Bidder shall not be liable for termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of NESL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the Successful Bidder shall promptly notify NESL in writing of such condition and the cause thereof. Unless otherwise directed by NESL in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 4.11 (2) shall become applicable.
2. Arbitration:
 - a. In the case of dispute arising, upon or in relation to, or in connection with the contract between NESL and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the NESL and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the ED, NESL. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
 - b. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - c. The decision of the majority of arbitrators shall be final and binding

upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by NESL and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

4.11. Non-Disclosure Agreement (NDA)

The selected Bidder has to sign Non-Disclosure Agreement with NESL. It will be selected bidder responsibility to get this agreement signed along with contract agreement. Format of Draft NDA is attached in Annexure 3.

4.12. Termination

1. This Contract may be terminated forthwith by NESL by giving written notice to the other if:
 - a. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
 - b. The Contract may be terminated forthwith by the NESL by giving written notice to the Bidder, if:
 - i. In case of breach of any of terms and conditions of the Contract by the successful Bidder, the ED, NESL shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by NESL and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed
 - ii. The Bidder does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
 - iii. The Contractor goes bankrupt and becomes insolvent.
2. On termination of your service as ACCOUNTANT & CONSULTANT you will immediately return to NESL all originals and copies of all

correspondence, letters, returns, documents, digital data, market, financial etc. belonging to NESL. In case of non-compliance, BG will be forfeited.

Annexure 1 - Guidelines for Eligibility Bid

1.1. Bidding Firms Particulars

Date: dd/mm/yyyy

RFP Reference No: _____, Dated dd/mm/yyyy

S. No.	Information	Details	
A	Basic Details		
1	Name of The Bidder		
2	Address and contact details of Bidding firm: (Provide supporting document)		
3	Telephone Number, FAX Number and Email Address		
4	Contact person details (Name, Designation, Contact number etc.), to whom all references shall be made regarding this RFP		
5	Status of Firm (LLP /Partnership/ Proprietorship etc.)		
6	Firm Registration Number and Year of Registration		
7	Details of ownership (Name and Address of the Partners / Proprietor etc.)		
8	Name of the authorized Signatory who is authorized to sign all the relevant documents (Power of Attorney, if required)		
9	Details of income tax registration (Provide Supporting documents)		
10	Supporting document to prove that the bidder has an office in Nagpur		
11	Average Turnover of Rs. 75 Lakhs (Rupees Seventy Five lakh) during the last 3 (Three) financial years (Turnover Certificate from CA to be attached)	F.Y.2022-23	
		F.Y. 2023-24	
		F.Y. 2024-25	
B	Bidder's Company Registration Details		
1	Partnership/Sole Proprietorship Registration Number of the Bidder		
2	Place of registration		

3	Date of registration	
4	Product/service for which tenderer is registered	
C Details for registration with appropriate authorities		
1	GST registration details	
2	Company's GST Number.	
3	TAN Number	
4	Company's Permanent Account Number (PAN)	
5	Firm's Peer Review Details	Attached Self- Attested copy of the Peer Review Certificate issued by Peer Review Board of ICAI to the firm
6	The firm must be empaneled with ICAI and Comptroller and Auditor General of India.	<ul style="list-style-type: none"> • Attached Self- Attested copy of the Constitution certificate issued by ICAI to the firm. • Attached Self-attested copy of the certificate/ acknowledgement issued by C & AG.
D Details of Partners		
1	The firm shall have at least 3 partners, out of which minimum 2 partners shall be Fellow Chartered Accountants and should be associated with the firm at least for 20 years.	Name: Qualification: No. of years with the Firm: Name: Qualification: No. of years with the Firm: Name: Qualification: No. of years with the Firm
E Details about Competency of The Bidder		
1	The firm shall have experience in Accounting/audit of at least 2 Organizations (which includes Government Departments /Local Authorities) with minimum 1 assignment in PPP sector	Details of Work Order/Nature of Work

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name & Seal

1.2. Format of Cover Letter

(To be submitted on the letterhead of the bidder)

Date: dd/mm/yyyy

RFP Reference No: _____, **Dated dd/mm/yyyy**

To,
The Executive Director
Nagpur Environmental Services Ltd.
Nagpur—440001

Subject: Submission of proposal in response to the RFP for Appointment of Chartered Accountant Firm to look after the double entry accounting system and provide consultancy services on financial matters of the PPP Agreement.

RFP Reference No: _____, **Dated dd/mm/yyyy**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the **“RFP for Appointment of Chartered Accountant Firm to look after the double entry accounting system and provide consultancy services on financial matters of the PPP Agreement”**

We attach hereto our responses to Pre-Qualification requirements & Financial Proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to NESL, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the NESL in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Annexure 2: Guidelines for Financial Proposal

2.1. Financial Proposal Format (excluding taxes)

Percentage BoQ

Name of Work: Appointment of Chartered Accountant Firm to look after and manage the Double Entry Accounting System and provide Consultancy Services on Financial Matters of the PPP Agreement.						
<u>PRICE SCHEDULE</u>						
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. Per Month	TOTAL AMOUNT Without Taxes in Rs. Per Month	TOTAL AMOUNT In Words
1	Appointment of Chartered Accountant Firm to look after and manage the Double Entry Accounting System and provide Consultancy Services on Financial Matters of the PPP Agreement					
1.01	Team Leader	1.00	Nos	60000.00	60000.00	INR Sixty Thousand & Paise Zero Only
1.02	Chartered Accountant	1.00	Nos	30000.00	30000.00	INR Thirty Thousand & Paise Zero Only
1.03	Senior Accountant	1.00	Nos	30000.00	30000.00	INR Thirty Thousand & Paise Zero Only
Total in Figures					1,20,000.00	INR One Lakh Twenty Thousand & Paise Zero Only

Note:

- a. The L-1 shall be decided on the basis of Grand Total Amount quoted above.
- b. All bidders shall visit NESL to understand the scope of work before quoting the rates.
- c. The quoted rates shall be valid for One year from the date of contract agreement with 10% increase per year thereafter till the project duration of another 1 year and additional 2 years (if extended)
- d. NESL reserves the rights to increase or decrease the number of staff required as per their requirement during the project duration.
- e. All the prices are to be entered in Indian Rupees ONLY
- f. The bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging, i.e. TA, DA etc.

Annexure 3: Format for Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the ___ day of the month of ____, 2022, between, Nagpur Environmental Services Limited on the one hand,(hereinafter called the "NESL") and, on the other hand, _____ (herein after called the "Bidder") having its registered office at _____

WHEREAS

1. The "NESL" has issued a public notice inviting various organizations for Appointment of Chartered Accountant Firm to look after the double entry accounting system and provide consultancy services on financial matters of the PPP Agreement;
2. The Bidder, having represented to the "NESL" that it is interested to bid for the proposed Project,
3. NESL and the Bidder agree as follows:
 - a) In connection with the "Project", NESL agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the NESL operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –

- i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
 - iii. use the information only as needed for the purpose of bidding for the Project;
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to NESL, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
- a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b) is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the NESL to the Bidder.
6. NESL will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. NESL reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by NESL to the Bidder, the NESL shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by NESL is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the NESL on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.

10. Upon written demand of the NESL, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to NESL forthwith after receipt of notice, and (iii) upon request of the NESL, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between NESL and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall NESL be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the NESL and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address:

Annexure 4: Format for Persons deployed in Team

CURRICULUM VITAE (CV)

1. **Proposed Position** :
2. **Name of Firm** :
3. **Name of Staff** :
4. **Date of Birth** :
5. **Nationality** :
6. **Educational Qualification** :

Qualification	University	Year

7. Experience :

8. Detailed Tasks Handled :

DETAILED TASKS HANDLED	REFERENCE TO PRIOR WORK/ASSIGNMENTS THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE ASSIGNED TASKS
Name of project : Year : Location : Client: Main project features: Activities performed:	
Name of project : Year : Location : Client: Main project features: Activities performed:	

Signature:

Name of the Authorized signatory:

Company seal:

Date:

Annexure 5: Format for Self Declaration

(To be submitted on the letterhead of the bidder)

Date: dd/mm/yyyy

To,
The Executive Director
Nagpur Environmental Services Ltd.
Nagpur—440001

Subject: Submission of proposal in response to the RFP for Appointment of Chartered Accountant Firm to look after the double entry accounting system and provide consultancy services on financial matters of the PPP Agreement

RFP Reference No: _____, **Dated dd/mm/yyyy**

Dear Sir,

We agree to undertake the assignments, if given by you, as per the scope of work. We here by declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI/ C&AG and does not have any disciplinary proceedings pending against it or any of the partners by ICAI/RBI/C&AG. If the aforesaid representation/declaration or information in the annexures is found to be incorrect, we agree that NESL shall be entitled to terminate the agreement, if executed, or initiate suitable action as deemed fit and appropriate by NESL, without reference to us. We or our affiliates have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us or our affiliates, nor has been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates. The firm is having 12 partners, with at least two partners being Fellow Chartered Accountants and are associated with the firm at least for 20 years.

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address:

