

**Government of National Capital Territory of
Delhi
Directorate of Education Delhi
Old Secretariat Delhi-110054**

**Notice for Inviting Tender
for
Hiring of 6 Chartered Accountants for 15
Districts fee appellate committee and
revision committee for the Private Unaided
Recognized Schools in the NCT of Delhi**

**Notice Inviting Tender No. -
Dated: xx/12/2025**

DISCLAIMER

1. The Expression of Interest (EOI) for the empanelment of Chartered Accountant Firm for executing the work is defined at Sections 4.1 of this document.
2. Though adequate care has been taken while issuing this Notice Inviting Tender, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 03 days from the date of issue of the NIT, then this office shall consider that the document uploaded is complete in all respect.
3. The Director of Education reserves the right to change any or all of the provisions of this tender before the date of submission. Such changes would be uploaded on the website of the Directorate of Education (<https://edudel.nic.in>) and on the E-procurement Portal before the due date of submission of proposal.
4. The Director of Education reserves the right to reject any or all the Proposal without assigning any reasons whatsoever. No correspondence will be entertained on this account.

The Director of Education,
Directorate of Education, Old Secretariat,
Delhi-110054

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NOTICE INVITING TENDER No.:

Date:

Section-1: Important Provisions and Dates for Notice Inviting Tender (NIT)

1.	Name of the work	Hiring of 6 Chartered Accountants for 15 Districts fee appellate committee and revision committee for the Private Unaided Recognized Schools in the NCT of Delhi for the session 2025-26.
2.	Type of Tender	Open Tender through e-procurement Portal for Empanelment of Eligible Bidders
3.	Mode of Submission of Tender	Online on the E-procurement Portal.
4.	Estimated Cost of Project	INR 86,40,000/-
5.	Earnest Money Deposit (EMD) INR	Earnest Money Deposit will be Rs. 1,73,000 (Rupees One Lakh Seventy Three Thousand only) in form of DD/ Bank Guarantee / FDR from a Nationalized Bank / Scheduled Bank payable drawn in favor of “Director, Directorate of Education, GNCTD” payable at Delhi.
6.	No. of Districts	15 Districts
7.	Bidder	A Bidder includes any Chartered Accountants Firm/ LLP with knowledge of and access to a range of professional skills relevant to performing the scope of work as outlined in the NIT
8.	Composition of PMU	6 Chartered Accountants.
9.	Selection Procedure	Technical Grading of Bidders
10.	Selected Bidder	A qualified Bidder with highest technical score as per the technical Evaluation Criteria at Clause 4.4.1 in the NIT document.
11.	Period of Engagement	The Contract will be for a period of two (2) years and the contract may be extended for another year on mutual consent on same rates, terms and conditions.
12.	Availability of the Tender Document	Documents can be downloaded from E-procurement Portal.
13.	Last Date and Time for Submission of Bid	xx-xx-2025 (04:00 PM)
13.	Date and Time for Opening of Technical Bid	Date: xx-xx-2025 (05:00 PM)
14.	Mode and Last Date for Submission of queries	Queries to be submitted by email to doepmu@gmail.com , latest by xx-xx-2025
15.	Date of Pre-bid Meeting	xx-xx-2025 (3:00 PM) onwards. Venue- Conference Hall, Directorate of Education, Old Secretariat, Near Vidhan Sabha, Delhi-54.
17.	Submission of Original DD for EMD.	Date: xx-xx-2025 (04:00PM) only Venue: Office of Deputy Director of Education (PMU), Directorate of Education, GNCTD, Old Secretariat, Delhi-54.
18.	Date of presentation	To be decided in due course after opening of Technical Bid
19.	Grading of Technical Bid	To be intimated
20.	Help line No. for further clarification and communication on the Tender documents	011-23890008.

Section 2: Background

2.1. About Directorate of Education

The educational facilities are provided in stages i.e., pre-primary, primary, middle, secondary, senior secondary and university level. Pre-primary and primary educations are mainly the responsibility of the local bodies. Middle, secondary and senior secondary education is primarily looked after by Directorate of Education, Government of Delhi.

Although pre-primary and primary education is mainly the responsibility of the local bodies, the Govt. of Delhi has converted its 326 schools into composite schools now known as Sarvodaya Vidyalaya's having classes from I to XII. At the University level, Govt. of Delhi is running 28~ Degree Colleges being funded by UGC and Delhi Govt. NDMC, though mainly concerned with primary education, is also running a selected number of middle, secondary, senior secondary schools in its areas at present. Apart from this a number of private organizations are also engaged in imparting education at all levels of schooling. These organizations are given grant-in-aid by Govt. of Delhi to meet the expenditure on education. Besides these, recognized unaided schools are also being run in Delhi by registered trusts and societies.

2.2. About Notice Inviting Tender (NIT)

- This NIT is invited from the reputed & experienced Chartered Accountants firms having requisite experience as mentioned at Clause 3.5.
- NIT documents, appendices, annexures etc. are available to downloadable form the website of <https://edudel.nic.in> OR from the E-procurement Portal.
- All the correspondence about this tender shall be made with Deputy Director of Education, PMU, Directorate of Education, Old Secretariat, Delhi-110054. E-mail id: doepmu@gmail.com
- **Validity Period of Tender:** - The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date ("Bid Validity Period"). The Bid Validity Period may be extended by mutual consent of the respective Bidders and Authority.

2.3. Modification and Withdrawal of Tender

- a. The bidder may modify or withdraw its tender after submission but before last date & time for submission of bid.
- b. The intimation for bid withdrawal/ modification received after last date & time for bid submission shall be ignored and bid already submitted shall be deemed to be a validly submitted bid.
- c. No bid will be withdrawn/ modified after the last date & time for submission of bid till the bid validity period.
- d. Withdrawal or modification of bid after bid submission date and time during the bid validity period will result in forfeiture of EMD.

2.4. Submission of Tender

The bidder will have to submit their technical proposals as per the Notice Inviting Tender (NIT) online on the E-procurement Portal.

2.5. Right to accept or reject any or all Bid Submissions

- a. Notwithstanding anything contained in this NIT, the Authority reserves the right to accept or reject any Bid Submission and to annul the Bidding Process and reject all Bid Submissions, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bid Submissions, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.
- b. The Authority reserves the right to reject any Bid if:
 - at any time, a material misrepresentation is made or uncovered, or
 - the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - Non-compliance with the specified formats for submission of information (Annexures) may lead to the rejection/disqualification of the bid.

If the Selected Bidder choose not to accept work or gets disqualified / rejected for any reason, then the Authority reserves the right to:

- Award the work to Eligible Bidder with Second highest score; or
 - take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Term of Agreement thereby granted by the Authority, that one or more of the Qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT, be liable to be terminated, by a communication in writing by THE AUTHORITY to the Bidder, without THE AUTHORITY being liable in any manner whatsoever to the Bidder. In such an event, the Bidder shall also forfeit their EMD / performance security towards damages, which sum is agreed to be a genuine pre-estimate of damages, without prejudice to any other right or remedy which THE AUTHORITY may have under this NIT, the Bidding Documents, the Agreement or under applicable law.
 - d. THE AUTHORITY reserves the right to verify all statements, information and documents submitted by the Bidder in response to the NIT. Any such verification or lack of such verification by THE AUTHORITY shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

Section 3: General Terms and Conditions for the Selection of Consultant

3.1. Earnest Money Deposit

- Tender must be accompanied with an **Earnest Money Deposit (EMD) of INR 1,73,000 (Rupees One Lakh Seventy Three Thousand Only)**, failing which the tender will be out rightly rejected.
- The hard copy of Earnest Money shall be deposited with PMU Branch, Directorate of Education, GNCTD, Old Secretariat, Delhi-110054 in the form of DD/ Bank Guarantee / FDR from a Nationalized Bank / Scheduled Bank drawn in favor of “Director, Directorate of Education, GNCTD” payable at Delhi.
- The EMD of (1) Bidders whose Qualification Application is found to be non-responsive, and (2) Unsuccessful Bidders shall be returned by the Directorate of Education, without any interest, within 45 (forty-five) days of the date of issuance of the Letter of Award or the date of cancellation of the Bidding Process, when the Bidding Process is cancelled by the Directorate of Education, as the case may be.
- In the event, if the Selected Bidder fails to sign the contract agreement with Directorate of Education **within two weeks** after receiving notice of award of contract and fail to submit a Performance Security as specified in this document, the Earnest Money Deposited will be forfeited to compensate damage / loss caused to Directorate of Education.
- The Earnest Money of the Selected bidders shall be returned after they furnish the Performance Security.
- This Earnest Money is required to protect the rights of the Directorate of Education against the risk of the bidder’s conduct, which would warrant the Forfeiture of the Earnest Money under the conditions detailed in the specification.

3.2. Performance Security

An amount of 5% (Five percent) of the contract value will have to be deposited by the Selected bidder in following manner:

- Bank guarantee of the amount equivalent to 5% (Five percent) of the contract value shall be deposited within 7 days after receipt of Letter of Intent (LOI).
- The Bank guarantee shall be in the approved format attached at Form -IV at Appendix-II.
- The Bank guarantee shall be issued from a Nationalized/scheduled Indian Bank and shall become acceptable to the Directorate of Education only after verification by the finance Authority, which will be valid for a minimum period of 90 days after date of completion of work i.e. upto at least 90 days beyond the expected date of completion of the work.
- The selected bidder shall have to extend the validity period of the Bank guarantee beyond 90 days after expected date of completion, in case, the actual date of completion of the work is delayed due to any reason.
- No Bank charges or interest shall be payable against the Bank guarantee.

3.3. Forfeiture of Performance Security

It should be clearly understood that in the event of the bidders failing to accept and execute the work order, if it is placed within the validity period of the offer, then the full amount of Performance Security will be forfeited and the decision of the Directorate of Education in this respect shall be final and binding on Selected bidders.

3.4. Declaration by Authorized Applicant

Sl. No	Description	To be filled by the Applicants
1	Name of Authorized Applicant of the bidder	
2	Designation of Applicant	
3	Name of the Firm/LLP	
4	Head Office Address (in detail, including phone numbers, E-mail Id and web site)	

I hereby certify that all information and data furnished by me with regard to Notice Inviting Tender are true and complete to the best of my knowledge. I further certify that I am duly authorized representative of the above-mentioned Firm/ LLP and a valid power of Attorney (if applicable) on stamp paper of value INR 100/- to this effect is enclosed.

Signature of Authorized Applicant
(With Name and Address)

Place:

Date:

3.5. Minimum Eligibility Criteria and Documents to be Submitted by the Bidder

Sl. No	Eligibility Criteria	Documents to be Submitted
1	Legal Entity- The bidder must be a registered CA Firm/LLP and empaneled with C&AG and must be having business operations in India for at least Ten (10) years.	<ul style="list-style-type: none">Valid copy of certificate of incorporation and registration certificates.C&AG empanelment letter.GST Registration certificate issued by GSTN authorities;PAN Card.
2	Blacklisting- The bidder should not have been blacklisted for corrupt and fraudulent practices by any Government Department Or PSU in India	Self-declaration
3	Local Presence- The bidder should have a registered/ regional/ sub- regional/Branch in Delhi NCR.	Relevant documents supporting office addresses and utility bills.
4	EMD - The bidder must have submitted the EMD of Rs. 1,73,000 (Rupees One Lakh Seventy Three Thousand only) in the shape of DD/ Bank Guarantee / FDR from any nationalized/ scheduled Indian bank in favor of “Director, Directorate of Education, GNCTD” payable at Delhi. The EMD should be valid for a minimum period of 180 days from the last date of submission of the Bid.	Original Bank Guarantee /Bank Draft.

5	Average Annual Turnover – The Bidder firm should have Minimum average annual turnover of at least Rs. 172.8 Lakhs, at least Rs. 86.4 Lakhs, of which should be from Consultancy Service Contracts, (total payments received for contracts in progress or completed) within the last 3 years (FY 22-23, FY 23-24 and FY 24-25).	Audited Financial Statements of last three financial years 2022-23, 2023-24 & 2024-25 with certificate from CA with its UID number.
6	The bidder should have at least 6 qualified Chartered Accountants as Partner/ Associates in Delhi NCR as on last date of Bid submission.	<ul style="list-style-type: none"> • Self-declaration with details of Chartered Accountants. • Relevant documents for proof of employment/ associateship/ partnership along with pay roll and ECS of last month
7	The bidder must have successfully completed consulting/Audit work for any Education Institute/ Government Department/PSUs/Public Sector Banks during last three years from Bid Submission Date.	Copy of work order contract/MOU with completion certificate for three years. In case bidder does not have Completion Certificate, then proof of payment/satisfactory work done may be considered as Completion Certificate

3.6. Undertaking regarding

1. Bidder has to submit an undertaking on their letter head for the effect that the documents submitted by them are TRUE & GENUINE along with they are presently not debarred/blacklisted by any Institution/Department under GNCT of Delhi/Govt of India/PSU etc., failing which their tender shall not be accepted.
2. An undertaking regarding certificate of conflict of interest. The Bidder should clearly state that they have no conflict of interest with any other bidder /Pvt. Schools whose financial accounts are examined/inspected/evaluated etc. as per GFR/Procurement Manual.

3.7. Clarification

1. To facilitate evaluation of Bids, Directorate of Education may, at its sole discretion, seek clarifications from any Bidder regarding its Bid Submission. Such clarification(s) shall be provided within the time specified by Directorate of Education for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
2. If a Bidder does not provide clarifications sought under above Clause within the prescribed time, its Bid Submission shall be liable to be rejected. In case the Bid is not rejected, Directorate of Education may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Directorate of Education.

3.8. Consequences of Default by Selected Bidder

1. If an Event of Default occurs and would be continuing, Directorate of Education may forthwith terminate the Contract by giving written notice.
2. In the Event of Default, Directorate of Education may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions:
 - Recover any losses and/or additional expenses, which the Directorate of Education may incur as a result of Consultant's default, upto the total amount of fee paid.

3.9. Indemnity for Losses

The Selected bidder, its successor and assignee shall indemnify to Directorate of Education from all current & future liabilities/losses that may arise out of contract entered into between the Bidder & the Directorate of Education. Any indemnity amounts will be limited to the fees paid, subject to final determination by a Competent Court.

3.10. Termination of contract

- (i) If the Authority finds the Selected Bidder's performance unsatisfactory, the Officer-in-Charge shall issue a detailed written notice directing the Consultant to rectify the deficiencies.
- (ii) In case the Consultant subsequently fails to rectify the deficiencies to the satisfaction of the officer in charge, it shall be considered sufficient default, for initiating Termination procedure in terms of default clauses of General Conditions of Contract.

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- (iii) Before initiating Termination process, it shall be ensured that the Consultant has been given fair and equitable chance to make good on its default and sufficient documentary evidence exists against the Selected bidder for not working to the satisfaction of officer in charge to merit Termination on justifiable grounds.
 - (iv) Consultant shall be given a final ten days' notice to make good the Default. In case it fails to remedy the Default to the satisfaction of officer in Charge, then a five-day final notice for intention to terminate the Contract shall be issued to the Consultant by the concerned officer in charge.
 - (v) In case of fresh presentation by Consultant, if officer in charge is convinced of Consultant's intent and capability to make good the lost time, the five-day notice may be withdrawn.
 - (vi) In case, the Consultant fails to remedy the Default even in the five-day notice period, then the contract shall be terminated after giving a final 48 hours' notice to Selected bidder to wind up and clear the site free of all encumbrances.
 - (vii) On or before Termination, Directorate of Education shall encash performance security.
 - (viii) The Powers referred above are in addition to the rights and remedy available to the Directorate of Education under the General Law of India relating to contracts. The decision of the Directorate of Education shall be final as regards the acceptability of the work done by the Consultant and the Directorate of Education shall not be required to give any reason in writing or otherwise at any time for the rejection of works performed by the Consultant.

3.11. Blacklisting/ Debarment

Debarment /Banning of Business Dealings with Consultant will normally be resorted to in the event of serious lapses in performance or misdemeanor such as abandoning, repeated failures in timely execution of the contracts, resorting to unfair means (including false certification), adoption of unethical business practices, furnishing manipulated documents, gross misconduct, or misbehavior with officials of Directorate of Education.

Debarment/ Blacklisting dealings shall be done in a transparent manner after careful evaluation of the performance, facts, and circumstances of the case by a duly constituted committee after issue of show cause notice.

If debarred/ blacklisted Consultant feels that they have justifiable reasons to defend their case, they may appeal to Director of Education, before going for litigation.

3.12. Penalty

- a. Usual term of penalty is @1% per week of total value of contract or part thereof subject of maximum ceiling of 10%, in case, consultant fails to perform the services as per scope of work.
- b. The Consultant has to accept the penalty clause as stated above otherwise the bid will be considered as invalid.
- c. The Directorate of Education reserves the right to cancel the work order/contract in part or

in full for default or delayed in execution of the assigned work.

- d. The Directorate of Education reserves the right to reject part or whole of any or all the tenders without assigning any reason.
- e. Events Of Default: - Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:
 - Consultant fails or refuses to pay any amount due under the Contracts.
 - Consultant fails or refuses to deliver work conforming to this Bid document/ specifications or fails to execute the works assigned to them **within the period specified in the contract or any extension thereof.**
 - Consultant becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Consultant’s creditors file any petition relating to bankruptcy of Consultant.
 - Consultant otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 15 days after receipt by the Consultant of notice of such failure from Directorate of Education.

3.13. General

Please again note that the incomplete Bid not having specific comments on all the points of our specification and not supported by various information desired in our specification may be rejected. All paper certificates, documents, etc. submitted with the NIT must be signed and stamped by the Bidder (Self authenticated).

3.14. Jurisdiction of Court

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

3.15. Force Majeure

In the event, Consultant delays in performing their obligations under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fire, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of obligation delayed. If a force majeure situation arises, the Consultant shall notify to officer in charge at once.

Section 4: Special Terms for the Selection of Consultant

4.1. Scope of Work

- As per the Delhi School Education (Transparency in Fixation and Regulation of Fees) Act 2025(section 4) there shall be a school level fee regulation committee having a Chairman nominated by the management of the said school. The School Level Fee Regulation Committee shall have the authority to decide the amount of fee afresh at the time of giving its approval, which shall however, not be more than the fees proposed by the Management. Further an aggrieved parents' group, may within 30 days, prefer an appeal against the decision of the School Level Fee Regulation Committee to the District Fee Appellate Committee, in such form as may be prescribed.
- As per the section 5 of The Delhi School (transparency in fixation and regulation of fees) Bill,2025 every District Fee Appellate Committee will have one Chartered Accountant as a member. Further as per the section 9 of the Delhi School (transparency in fixation and regulation of fees) Bill,2025, the revision committee will also have one Chartered Accountant as a member.
- Further as per the section 11 of The Delhi School (transparency in fixation and regulation of fees) Bill,2025 the director of Education may, suo motu or otherwise, call for the record(s) of the School Level Fee Regulation Committee, District Fee Appellate Committee or the Revision Committee to verify that the proceedings of the said Committee(s) are in conformity with the provisions of this Act and rules framed there-under and may issue appropriate directions, as deem fit and proper. Further, in appropriate cases the Director of Education may refer any case to the District Fee Appellate Committee or the Revision Committee, as the case may be.
- It is pertinent to mention that there are total of 1794 (approx) private unaided recognised schools spread across 15 District of Delhi whose documents needs to be examined and evaluated by the Professional Chartered Accountants at the level of District Fee Appellate Committee and Revision Committee as per the Delhi School Education (Transparency in Fixation and Regulation of Fees) Act 2025 which come in to force from the date of notification dated 14th August, 2025.
- So there is a need to deploy at least 6 Professional Chartered Accountants (1 for Revision Committee and remaining each of the 5 CAs each working with three District Fee Appellate Committee and) in conformity to the Delhi School Education (Transparency in Fixation and Regulation of Fees) Act 2025.
- The Authority may, upon the Selected Bidder's request and if deemed necessary, approve the deployment of additional Chartered Accountants, to ensure timely completion of services if there are large number of referrals to District Fee Appellate Committee. Such additional resources shall be compensated on a pro-rata basis in accordance with the rates specified under Clause 4.5, for the duration of their deployment
- The chartered accountant (Nominated) shall-
 - (i) independently examine the audited accounts and financial records of the school and provide an expert assessment;
 - (ii) verify compliance of financial documents with the determinants of fee fixation under section 8 of the Act;
 - (iii) provide professional opinion on financial issues during deliberations of the Committee;

- (iv) assist in drafting financial reasoning in the orders of the Committee; and
- (v) maintain impartiality and high ethical standards and recuse in case of conflict of interest.

- The CAs shall also look into the other financial matters as well as inspections of financial records of schools as referred to them by the Directorate of Education, without any additional cost to the Authority.
- Any Legal issue arising out of the reports submitted by the CA firm, the necessary replies shall be prepared by them for the purpose of submitting in the Court of Law. No additional fee shall be given on this account.

4.2. Period of Engagement

The Contract will be for a period of two years. The contract for the work may be extended for another year on mutual consent on same rates, terms and conditions.

4.3. Evaluation of bids

The bidders who have submitted the valid technical documents as per requirements shall be considered for further evaluation. The Technical Proposal submitted by the bidder will be evaluated by committee formed by the Competent Authority as per scoring criteria specified at Clause 4.4.

4.4. Technical Bid Evaluation

4.4.1. The Bidder will be assessed based on the following marking criteria:

Sn.	Criteria	Maximum Marks
A	FIRM EXPERIENCE	60
A(i)	<p>Experience of the Firm: The bidder should have adequate number of qualified Chartered Accountants as Partner/ Associates as on last date of Bid submission.</p> <p>Marking:</p> <ul style="list-style-type: none"> • More than 6 and upto 10 CAs - 10 Marks • More than 10 CAs - 20 Marks <p><i>(Supporting Document: Relevant documents for proof of employment/ associateship/ partnership along with pay roll and ECS of last month)</i></p>	20
A(ii)	<p>Experience of providing consulting/Audit services in schools or Education Department/ Sector by the bidder.</p> <p>Marking:</p> <ul style="list-style-type: none"> a. More than 1 and upto 2 Years - 20 Marks b. More than 2 and upto 4 Years - 25 Marks c. More than 4 years - 30 Marks <p><i>(Supporting Document: Copy of Work Order/ Contract/ MOU with completion certificate or any other proof of Completion)</i></p>	30
A(iii)	Experience of providing consulting/audit services in Govt. sector/ PSUs/ Public Sector Banks	10

Sn.	Criteria	Maximum Marks
	Marking: a. More than 1 and upto 2 Years - 5 Marks b. More than 2 Years - 10 Marks <i>(Supporting Document: Copy of Work Order/ Contract/ MOU with completion certificate or any other proof of Completion)</i>	
B	Relevant Experience of Proposed Team (Marks for the below mentioned Resources shall be evaluated based on submitted CV (Appendix-2 Form III)).	20
B (i)	Team Leader Chartered accountant having a minimum 5 years of experience in auditing and regulatory work with atleast 01 year of work experience in auditing and regulatory work in education sector. The Team Leader shall be the nodal person for the entire assignment who will also form part of the revision committee and will be responsible for monitoring the work of the entire team and report to the Authority Marking: 1 mark will be awarded for each additional year of relevant experience in education sector above minimum experience (Maximum – 5 Marks)	5
B (ii)	CAs for District Fees Appellate Committee (5 No's) Each of the 5 proposed CAs must be having minimum 3 years of Auditing and regulatory experience Marking: 3 mark shall be awarded for each staff having at least 1 Assignment in education sector (Maximum - 15 Marks).	15
C	Power Point Presentation & Interaction with the Evaluation Committee	20
C (i)	Approach and Methodology for proposed Assignment-20 Marks The presentation would cover the following and same would be presented before the designated Evaluation Committee : (i) Conceptual Clarity and Understanding of the Assignment. (ii) Relevant Work carried out by the Bidder demonstrating their suitability for the Assignment (iii) Execution approach for the assignment with detailed work plan and breakdown of activities to obtain the expected output within the time period. The proposed work plan should be consistent with the approach indicated in the Scope of work. (The Proposed Team Leader mentioned at Sn. B(i) of this table shall be required to give Presentation along with the other proposed team members jointly to the evaluation committee and detail how they would contribute to the assignment based on their experience.)	20

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- 4.4.2. The Bidders shall be ranked based on criteria mentioned at Clause 4.4.1 above with the Bidder scoring highest mark shall be the first ranked (H1) Bidder. The second-ranked (H2) Bidder shall be kept in reserve and may be invited for discussion in case the first ranked Bidder withdraws or fails to comply with the requirement specified in this NIT.
- 4.4.3. In the event that the H1 Bidder withdraws or is not selected for any reason, the Authority may offer the work to the next ranked Bidder. In case, the H2 Bidder denies accepting the work, similar negotiation will be done with next ranked bidder and so on.
- 4.4.4. In the event of a tie between two highest-ranked bidders, the contract shall be awarded to the bidder having the higher average annual turnover during the last three financial years.

4.5. Financial Bid

- 4.5.1. The cost for this assignment is fixed as below:

Sn.	Description	Amount (INR)
1	Professional charges per month for each Chartered Accountant deployed for this assignment	32,000/-
2	Charges for attending each meeting of District Fee Appellate Committee / Revision Committee	2000/-

- 4.5.2. The professional charges for each deployed CA shall be payable as per the rates specified in above table with the monthly cap at INR 60,000/- per CA.
- 4.5.3. The Bidder shall submit Form-V along with their proposal.

4.6. Officer in charge:

The concerned Deputy Directors/Additional Directors of Education shall be the officer in charge.

4.7. Workplace:

The Services shall be performed at the 15 District Deputy Director Office and HQ Directorate of Education, GNCTD's office or at any such location as directed by the Officer in charge.

Section 5: Timelines and Payment Schedule

5.1. Work Duration:

The selected CAs for District Fee Appellate Committee and Revision Committee shall dispose of each appeal against the decision of the School Level Fee Regulation Committee within 30 days of the receipt.

The period of engagement of the Firm shall be as specified at Clause 4.2.

5.2. Payment Terms

- a. The payments to the Selected Bidder shall be made on a monthly basis, against invoices duly raised by the Selected Bidder, at the rates specified in Clause 4.5.1.
- b. The invoices shall be submitted in quadruplicate by the Selected Bidder to the concerned Official at the Directorate of Education.
- c. Each payment shall be contingent upon recommendation from the Head of Districts fee appellate committee of the satisfactory completion of evaluations/ examination for the schools assigned for audit and approval of the evaluation reports from the Agency by the concerned authority at the Directorate of Education.

5.3. Paying Authority

Payment will be made by the Directorate of Education against submission of quadruplicate bill duly verified by the Deputy Directors /Additional Directors of Education.

Section 6: PROPOSED NEXT STEPS

6.1. Notification of Award:

Prior to the expiration of the period of Bid validity, the Authority will issue Letter of Award (“LOA”) to the Selected bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract.

6.2. Next plan of action after issue of LOA

The Selected Bidder shall:

Sr. No	Particulars	No. of Days for compliance
A	Sign and return a duplicate copy of the LOA to the Authority	Within 7 Days from receipt of the LOA
B	Submit the Performance Security in the form of Bank Guarantee, adhering to the terms and conditions as stipulated in the Agreement	Within 7 Days from receipt of the LOA
C	Signing of the Agreement	Within 15 Days from receipt of the LOA

Appendix - 1: AGREEMENT

Hiring of 6 Chartered Accountants for 15 Districts fee appellate committee and revision committee for the Private Unaided Recognized Schools in the NCT of Delhi

This AGREEMENT (hereinafter called the **Agreement**) is made on the day of the month of 20....,

between, on the one hand,

[.....] (Hereinafter called the Authority) which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

..... a Chartered Accountant Firm/ LLP incorporated on the ____ day of the month of ____, 20__, before the Registrar of Companies ____ under no. ____ bearing CIN: ____, having its registered office at ____ and represented in this act by its ____ (hereinafter called the “Consultant” which expression unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assignees).

WHEREAS

- a. The Directorate of Education, Government of NCT of Delhi has invited proposals vide its Notice Inviting Tender for Hiring of 6 Chartered Accountants for 15 Districts fee appellate committee and revision committee for the Private Unaided Recognized Schools in the NCT of Delhi. (Hereinafter called the Project);
- b. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Directorate of Education that it had the required qualifications and the professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the tender and this Agreement; and
- c. the Directorate of Education, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the **LOA**); and
- d. in pursuance of the LOA and submission of Performance Security by way of Bank Guarantee by the Consultant, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **Agreement** means this Agreement, together with all the Annexes;
- (b) **Agreement Value** shall have the meaning set forth in Clause 6.1.2;

-
- (c) **Applicable Laws** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (d) **Confidential Information** shall have the meaning set forth in Clause 3.3;
 - (e) **Conflict of Interest** shall have the meaning set forth in Clause 3.2;
 - (f) **Dispute** shall have the meaning set forth in Clause 9.2.1;
 - (g) **Effective Date** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
 - (h) **Government** means the Government of NCT of Delhi;
 - (i) **INR, Re. or Rs.** means Indian Rupees;
 - (j) **Party** means the Authority or the Consultant, as the case may be, and Parties means both of them;
 - (k) **Personnel** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
 - (l) **NIT** means the Notice Inviting Tender document in response to which the Consultant's proposal for providing Services was accepted;
 - (m) **Services** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
 - (n) **Third Party** means any person or entity other than the Government, the Authority, the Consultant.
 - (o) All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the NIT.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) NIT;
- (d) Letter of Award.

1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

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- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Headings

The headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand or registered post at the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand or registered post, to be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of NIT and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authorized Representatives

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

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- 1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority representative shall be:

.....

.....

Tel:

Mobile:

Email:

- 1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name, Designation...

Address:

E-mail:

Tel:

Mobile:

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

- 2.1 Effectiveness of Agreement** This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon 2 (two) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

The Authority may, upon mutual agreement, extend this Agreement for up to one (1) year at the same rates and terms.

2.5 Entire Agreement

- 2.5.1** This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no

amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the NIT shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of NIT shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.2 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the

occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 10 (ten) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 10 (ten) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 10 (ten) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (d) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (e) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

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- (f) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 15 (fifteen) days 'written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue.
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority) for their remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, attempt to amicably resolve the dispute as per Clause 9 before taking any legal recourse.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with its Agents or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is as specified in the NIT document. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Consultant, comply with the Applicable Laws.

3.1.4 Sub-contracting

The Consultant shall not sublet or assign the Contract or its any part to anyone

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the NIT as Conflict of Interest.

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- 3.2.4 Consultant not to benefit from commissions, discounts, etc.
The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the **Prohibited Practices**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **corrupt practice** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or

action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

- (d) **undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

The Applicant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the assignment shall be transferred to the Authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and its Personnel or either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that except in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annexure 1.
- (b) any other action that is specified in this Agreement.

3.7 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the Authority

- 3.8.1 All reports and other documents (collectively referred to as **Consultancy Documents**) prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority , and all intellectual property rights in such Consultancy Documents shall vest with the Authority . Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, and other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be

required to carry out the Services.

4.2 Deployment of Personnel

- 4.2.1 The designations and names of each of the Consultant's Personnel are described in Annexure 1 of this Agreement.
- 4.2.2 The Authority at the request of the Consultant may authorize the deployment of additional numbers of qualified Chartered Accountants if deemed necessary to manage the workload and ensure timely completion. Such authorization shall be issued in writing by the Authority, specifying the number of additional resources and the duration of their deployment.
- 4.2.3 The Consultant shall deploy the additional numbers of qualified Chartered Accountants meeting the minimum qualification requirement as mentioned in the NIT document within the timeline specified in the written order issued by the Authority. The Authority shall provide the Consultant with a minimum period of seven (7) days to arrange and deploy such additional resources.
- 4.2.3 The additional resources approved by the Authority as per Clause 4.2.2 shall be paid as per the rates specified at Annexure - II.

4.3 Approval of Personnel

- 4.3.1 The Professional Chartered Accountants listed in Annexure 1 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-II (Form-III) of the NIT. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Team Leader

- 4.4.1 The Authority will not consider substitution of Team Leader except for reasons of any incapacity, health issues, death or resignation by the Team Leader, which is beyond the control of the consultant. Substitution of Team Leader proposed by the consultant beyond the reasons mentioned above will be considered in rare case and the same shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to Rs. 25,000 shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be Rs. 50,000 from the payments due to the Consultant. Any further substitution may lead to disqualification of the Consultant or termination of the Agreement.
(Deduction from the payment which is due to the consultant, will not be done if the replacement is for the reasons related to incapacity, health issues, death or resignation by the Team Leader and which is beyond the control of the consultant).
- 4.4.2 In case the Authority is not satisfied with the performance of any resource person, the Authority may initiate a request for substitution of such resource. This substitution will also be subject to payment deductions as described in Clause 4.4.1.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in obtaining documents, etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and its Personnel with such documents as may be necessary to enable the Consultant or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government & Schools all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 The rate for the Services payable to the Consultant is set forth in Annexure 2 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 4.2 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”). The Parties agree that the Agreement Value is Rs. (Rupees.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 4.2, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall raise the bill on monthly basis, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due till the deliverable submitted by the Consultant is to the satisfaction of the Authority.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars.
- (c) The final payment under this Clause shall be made only after the final deliverable and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by

the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant
- (f) All payments shall be subjected to deduction of taxes at source as per Applicable Laws.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Consultant will submit a Performance Security (the “**Performance Security**”) to the tune of 5% of the total contract value in the form of Bank Guarantee (BG).
- 7.1.2 The Consultant shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the NIT including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If a bidder engages in any of the prohibited practice
 - (b) If the bidders is found to have a conflict of interest.
 - (c) If the bidder does not sign the Agreement in accordance with Clause 6.2 of NIT Volume -II within the specified time after issue of letter of award; or

7.2 Liquidated Damages

- 7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.
- 7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (One percent) of the Agreement Value per week, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.
- 7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance

Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

- 7.3.1 In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part.
- 7.3.2 In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debaring for a specified period may also be initiated as per policy of the Authority or seek replacement of personnel or deduction in the payment due to the consultant.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Local Administrator and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may take legal

Annexure 1
List of Personnel deployed for this Assignment
(Refer Clause 4.2)

Sn.	Position	Name of the Personnel	UID number issued by ICAI

Annexure 2

Cost of Services (Refer Clause 6.1)

Sn	Work Description	Rate per month per CA (excluding GST) (in INR)	No. of Chartered Accountants to be Deployed	Total Cost for 3 months (in INR)
		(A)	(B)	(C) = (A) x (B) x 3
1	Total Professional Charges per month for services of Chartered Accountant as per the scope of work including all overhead expenses	32,000	6	5,76,000

Note:

1. The monthly professional charges per Chartered Accountant is fixed at INR 32,000/- (excluding GST). There shall no deviation in the monthly rate per Chartered Accountant. If any bidder quotes amount other than as mentioned above, the bidder will be disqualified.
2. An additional charge of INR 2,000 per meeting shall be payable for attending each meeting of the District Fee Appellate Committee or Revision Committee. However, the total monthly payment to each Chartered Accountant is capped at INR 60,000.
3. Applicable GST as per law would be paid extra.
4. Any additional Chartered Accountants deployed on approval of the Authority will be paid as per the above rates at pro-rata basis.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

Appendix - 2: Bid Formats

Form I – TECHNICAL PROPOSAL SUBMISSION FORM

To,

Date:

The Director of Education,
Directorate of Education,
Old Secretariat,
Delhi-110054

Dear Sir,

With reference to the present Notice Inviting Tender document, we the undersigned have examined the bid documents, including scope of work as detailed above. We would like to offer the required services as detailed in this Notice Inviting Tender document.

Submitting of the Proposal in line with the requirement of the NIT documents, we have submitted the following NIT documents Form:

- a. APPENDIX II (Form-1): TECHNICAL PROPOSAL SUBMISSION FORM
- b. APPENDIX II (Form-2): FORMAT FOR SUBMISSION OF FIRM'S EXPERIENCE AND CREDENTIALS
- c. APPENDIX II (Form-3): CURRICULUM VITAE (CV) OF PROPOSED PERSONNEL
- d. SELF ATTESTED COPY OF PAN NUMBER
- e. SELF ATTESTED COPY OF GST NUMBER
- f. ALL OTHER DOCUMENTS AS ASKED IN THE TENDER DOCUMENTS

Until a formal contract is prepared and executed between us, this bids documents, together with your written acceptance thereof in the form of your notifications of award (Letter of Intent) shall constitute a contract between us for all legal purpose.

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

We, hereby, declare that the person or firm interested in this proposal are named herein and that no person or firm other than mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us. This proposal is made without any connection with any other person, firm or party likewise submitting a proposal of their own, and without any collusion or fraud.

Thanking You,

Yours Faithfully,

Dated this _____ day of _____

(Authorized Signature)

(Name & Title of Signatory)

Name and Address of the Firm

Form II - FORMAT FOR SUBMISSION OF FIRM's EXPERIENCE AND CREDENTIALS

[Using the format below, provide information on each assignment for which your firm/LLP was legally contracted either individually or as a sub-contracting firm/LLP, for carrying out services similar to the one requested under this assignment.]

Assignment name:	Approx. value of the contract (INR):
Country: Location within country:	Duration of assignment (months):
Name of Owner:	Total No. of assignments -
Address:	Approx. value of the services provided by your firms/ LLP under the contract (INR):
Start date (month/year): Completion date (month/year):	No.... of professional Chartered Accountants provided by the consulting/ audit firms
Name of Partner of Consulting/Audit firms, if any:	Name of senior full-time employees of your firm involved and functions performed (indicate most significant profiles such as Project Director/ Coordinator)
Narrative description of Project:	
Description of actual services provided in the assignment:	

Form III – CURRICULUM VITAE (CV) OF PROPOSED PERSONNEL

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. CA Membership Number:
7. Date of enrollment with ICAI as professional CA:
8. Employment Record:

(Starting with present position, list in reverse order every employment held.)

Name of Organization	Designation	From	To

9. List of projects on which the Personnel has worked

(Details of specific assignments relevant to the position as per the evaluation criteria mentioned for the position in Clause no 4.4 (B) in the following format)

S.No.	Project Details
	Name of Assignment: Cost of the Project: Consultancy Fee for the Project: Project Duration: Location: Name of the Client: Name and contact number of Client's representatives (Reference): Salient features of the Project: Positions held: Duration for which position held Activities performed: <i>(Use additional rows for each project)</i>

10. Certification:
 - A. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
 - B. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Signature..... Name of the Key Personnel) Place..... Date.....	Countersigned by (Signature, name and designation of the authorized signatory of the Applicant)
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Notes:

1. Applicant to submit CV of all Key Personnel as per Clause 4.4.
2. Use separate form for each Personnel

Form IV - FORMAT OF BANK GUARANTEE - PERFORMANCE SECURITY

To,
Director, Directorate of Education,
Government of NCT of Delhi,
Old Secretariat, Near Vidhan Sabha,
Delhi, 110054, India

In consideration of Directorate of Education (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the on text or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Letter no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of the Bank) do hereby undertake to pay to the authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We,(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [(indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
- iii. Bank Guarantee as prescribed in clause no. 2.20 to be submitted only after selection for empanelment.

Form V – UNDERTAKING FOR FINANCIAL PROPOSAL

To,

Date:

The Director of Education,
Directorate of Education, Old
Secretariat,
Delhi-110054 Dear

Sir,

We, the undersigned, offer to provide the services related to various activities as mentioned in the scope of work of the Notice Inviting Tender at the fixed cost as defined at Clause 4.5 of the NIT for “Hiring of 6 Chartered Accountants for 15 Districts fee appellate committee and revision committee for the Private Unaided Recognized Schools in the NCT of Delhi”.

.

Thanking You,

Yours Faithfully,

Dated this _____ day of _____

(Authorized Signature) (Name
& Title of Signatory)
Name and Address of the Firm

Form VI– CHECKLIST FOR SUBMISSION OF REQUISITE DOCUMENTS

[Attach Copy of the documents mentioned as under]

S. No.	Name of the Document	Whether Copy attached or not
1	Declaration by Authorized Applicant (as mentioned at point 3.4)	
2	Copy of certificate of incorporation and registration certificate (as mentioned at Sr. No. 1 of point 3.5)	
3	Self-Attested Copy of PAN Card (as mentioned at Sr. No. 1 of point 3.5)	
4	Self-Attested Copy of Goods and Service Tax (GST) Registration Certificate. (As mentioned at Sr. No. 1 of point 3.5)	
5	Self-Attested copy of C&AG empanelment letter (As mentioned at Sr. No. 1 of point 3.5)	
6	Self-declaration of Bidder regarding blacklisting (as mentioned at Sr. No. 2 of point 3.5)	
7	Relevant document supporting office addresses and utility bills (as mentioned at Sr. No. 3 of point 3.5)	
8	Scanned copy of EMD (as mentioned at Sr. No. 4 of point 3.5)	
9	Certificate from CA with UID number regarding Annual turnover of Bidder for FY 22-23, 23-24 and 24-25 (As mentioned at Sr. No. 5 of point 3.5)	
10	Audited Financial Statements of last three financial years 2022-23, 2023-24 & 2024-25 (As mentioned at Sr. No. 5 of point 3.5)	
11	Self-attested Certificate regarding number of qualified CAs on the rolls as permanent staff along with relevant documents for proof of employment/ associateship/ partnership along with pay roll and ECS of last month [as mentioned at clause 3.5 (Sr. No. 6) and 4.1 (Sr. No. A(i))]	
12	Copy of work order/contract/MoU with completion certificate of experience in Education sector (as mentioned at Sr. No. 7 of point 3.5 and 4.4 A(ii))	
13	Copy of Work Order/ Contract/ MOU with Completion certificate for providing consulting/audit services in Govt. sector/ PSUs/ Public Sector Banks (As mentioned at Sr. No. 4.4 A(iii))	
14	An undertaking regarding certificate of conflict of interest. The Bidder should clearly state that they have no conflict of interest with any other bidder etc. as per GFR/Procurement Manual. (as mentioned in point 3.6)	
15	CVs of each of the Proposed 6 CAs for the Assignment (As mentioned at Sr. No. 4.4 B) as per the format at Form-III	
16	Any other document.	
17	Duly filled and signed Form-I, II, V & VI of Appendix -II.	