

BID NO. NPC/Admn-/2023

BID DOCUMENT
FOR
INVITING QUOTATIONS FROM CA FIRMS
AT
NATIONAL PRODUCTIVITY COUNCIL

March 2023

NATIONAL PRODUCTIVITY COUNCIL

An autonomous body under

Department for Promotion of Industry and Internal Trade, Govt. of India

NEW DELHI

CHAPTERS

S. No	Chapter	Page No.
1	Introduction about NPC	03
2	Brief Details of Bids & Instruction to bidders	04
3	Scope of Work	06
4	Technical Criteria of Firm	08
5	Major Terms and Conditions	09
6	Procedure for submission & Opening of Bids	13
7	Rejection of Bid	14
8.	Format of Bid	15
9	Format for Technical Bid-Annexure I	16
10	Format for Financial Bid-Annexure II	18
11	Format for Contract –Annexure-III	19
12	Format for Bank Guarantee-Annexure-IV	21

CHAPTER-I INTRODUCTION

National Productivity Council of India (NPC), established in the year 1958, is an autonomous organization under Department for Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India. Besides undertaking research in the area of productivity, NPC has been providing consultancy and training services in areas of Industrial Engineering, Agri-Business, Economic Services, Quality Management, Human Resources Management, Information Technology, Technology Management, Energy Management, Environmental Management etc., to the Government and Public & Private sector organizations. NPC is a constituent of the Tokyo-based Asian Productivity Organization (APO), an Inter-Governmental Body of which the Government of India is a founding member.

CHAPTER 2: INVITATION TO BIDDERS & INSTRUCTION TO BIDDERS/BRIEF DETAILS OF BIDS

This bid is for “Inviting Quotations from CA Firms at National Productivity Council”.

1. Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
2. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tender form downloaded from the NPC website www.npcindia.gov.in or Central Public Procurement Portal (CPPP) website shall not tamper/modify the tender form. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tendered is liable to be banned from doing business with NPC.
4. The Bid along with earnest money, copies of certificates, must be delivered to the address as mentioned in the Clause 7 of the Chapter 2 on or before bid opening date/time as mentioned in critical date sheet.
5. Bids will be opened as per date/time as mentioned in the Clause 7. After opening of Technical-Bid the results of their qualification and Financial-Bid opening date be intimated latter.
6. All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 25,000/- (Rupees Twenty Five thousands only), in the form of Bank Guarantee/Demand Draft in favour of National Productivity Council.

7. Schedule for Invitation to Bid

- a) Name of the Purchaser:

National Productivity Council,
Utpadakta Bhavan
5-6, Institutional Area
Lodi Road
New Delhi – 110003.

- b) Addressee and Address:
The Group Head (Finance)

Utpadakta Bhavan
National Productivity Council (NPC),
5-6, Institutional Area
Lodi Road
New Delhi – 110003.

- c) Name of the Contact Person for any clarification :
Smt. Sweta Kumari

Deputy Director (Finance)

Utpadakta Bhavan
National Productivity Council (NPC), Queries
should be submitted via
E-mail – sweta.kumari@npcindia.gov.in

- d) **Important Dates :**

The following table provides information regarding the important dates of the Bid process for this Bid :

CRITICAL DATE SHEET

Published Date	02nd March, 2023
Bid Document Download Start Date	02nd March, 2023
Bid Submission End Date	27th March, 2023 on or before 1500 hrs
Bid Opening Date	27th March, 2023 at 1700 hrs

CHAPTER 3: SCOPE OF WORK

Balance Sheet Preparation:

1. Preparation of consolidated Balance Sheet in excel (as per previous years format) by reconciling tally trial data of 1-HQ & 12 Regional Directorates for onward submission to Statutory Auditor for NPC Main Balance Sheet. The same should be prepared after scrutiny of the trial balance i.e. similar to walkthrough audit of trial data and may be required to prepare draft and final balance sheet after incorporating suggestions of statutory auditor. The same should be prepared within 5 days of data given by NPC. Assisting NPC by providing suggestions and guidance till statutory audit closes by deploying one person during the audit period.
2. Preparation of Balance Sheet in excel sheet from tally trial data of NPC ECPF Trust for onward submission to Statutory Auditor. The preparation includes verification of interests received from investments, new investments, and calculation of interest income earned from investments as per AS etc. The same should be prepared within 5 days of data given by NPC. Assisting NPC by providing suggestions and guideline till statutory audit closes by deploying one person during the audit period.
3. Provide advise to resolve queries & issues relating to preparation of balance sheet of NPC & NPC ECPF.

Annual Income Tax Return :

4. Preparing of computation of income, filling of ITR-7 form in and submission of the same in IT portal for NPC as per statutory auditor report.
5. Preparation of computation of income, filling ITR-5 form in and submission of the same in IT portal for NPCECPF as per statutory auditor report.
6. Provide advise and guidance related to various issues as per IT act such as annual return submission, deduction of TDS from Salary & non salary cases, any other issues etc..
7. Preparation and submission of all documents such as Income estimation to IT department (online/offline) to get lower TDS deduction certificate for NPC for the FY 2023-24 & 2024-25.

G.S.T:

8. Vetting, Review and checking of GSTR-1 & GSTR 3B calculation on monthly basis (only for HQ account) for submission of GSTR-1& 3 & GSTR 7 returns.
9. Provide suggestion for reconciliation of sales, tax liability, ITC as per GST portal and books of accounts on monthly basis (only for HQ account) for current and previous years.
10. Provide advise and guidance on queries related to various issues as per GST Act.
11. preparation and submission of core & non core amenities in GST portal (GST & GST TDS accounts) as per request from NPC.
12. Preparation of GSTR-9 workings, reconciliation statements, GSTR-9C working and submission of the same in GST portal.
13. Conduct of GSTR-9/9C annual audit as per GST Act for HQ only.

Miscellaneous:

14. Assist in preparing reply for audit queries raised for any current and previous year statutory audits.
15. Assist in preparing reply for audit queries raised by C & AG for any current and previous year.
16. Provide advise on general accounting procedures based on latest amendments (if any) and queries arise in other areas related to finance.
17. Prepare, issue, sign with UDIN of all statutory/non-statutory certificates requested by NPC from time to time basis whether to submission to IT/GST/MCA/Ministries/UN etc. and other compliance certificates as

per GST & Income Tax portal example: Form 26A & 27 BA etc..

18. Issue & Signing of Utilization certificates submitted by NPC to various government ministries/department or to any other organization including United Nations, APO etc.
19. Issue & signing of various documents such as Turnover/Sales certificate etc. to submit to various parties as and when required. Other miscellaneous activities not covered under the above scopes.

Income Tax-TDS

20. Prepare, filing and submission of TDS Salary (24 Q) and Non-salary (26 Q) returns for NPC and NPC ECPF Trust on quarterly and annual basis for HQ only.
21. Submission of Form-16 details Salary cases into income tax dept portals,
22. Updation of details in TDS portals-NPC & NPCECPF., such as Traces – as Deductor, tax payer etc
23. Prepare and submit rectification of TDS returns of all previous years-Salary & Non salary cases-HQ only (NPC & NPC ECPF)
24. Initiate action to close the pending TDS demand of all previous year against NPC TAN.
25. Reconciliation of current year TDS as per Form 26 AS and as per books of accounts and also previous FY's.
26. Downloading of justification reports, Form 16 & 16 A (Salary & non salary) for any years based on request.
27. Provide advise and suggestion in relation to deduction of TDS from salary, non salary and new amendments, if any as per IT Act on time to time basis. Other miscellaneous activities not covered under the above scope for example addition/deletion/amendment of authorized person and other details in Income tax portal, Traces, GST portals for NPC & NPC ECPF trust.

Handling of Income Tax & GST Notices:

28. Prepare reply for earlier pending IT & GST notices already received by NPC & NPC ECPF for any previous years.
29. Prepare reply for the IT & GST notices received by NPC & NPC ECPF during the term of engagement.
30. Submission of the above replies through online/offline mode to respective department.
31. Follow up with IT & GST department to close the pending demand of all previous years through escalation of issues to higher authorities.

Internal Audit:

32. Conduct Internal Audit as per guidelines issued by ICAI in this regard and submission of Internal Audit report with improvement suggestion to strengthen finance department.
33. The Internal Audit should be done on regular basis, follow up the issues not closed till it is closed.

CHAPTER 4: TECHNICAL CRITERIA FOR SELECTION OF CA FIRM

Location of the organisation

The CA Firm should have its Head Office in Delhi or NCR.

Strength of the organisation

The CA Firm's average annual turnover of the firm for the last three years should be at least Rs. 50 lakhs.

Empanelment of the firm with CAG & ICAI

The firm must have valid Empanelment with Comptroller and Auditor General of India for the current year.

Firm should be registered with ICAI and it is valid.

Experience

The firm must have experience of 10 years in statutory audit of which at least 5 years in Government entities & 5 years in Internal audit (any organization, preference will be given for audit done in government entities).

Additional Criteria

- a. There has not been any disciplinary action initiated by ICAI or any other regulatory authority against the firm & their partners during last five years.
- b. None of the partners / employees has been convicted of any offence / economic offence.
- c. No appeal/unresolved dispute/suit/case is pending at any court in India regarding the right to carry on practice.

CHAPTER 5: MAJOR TERMS AND CONDITIONS

1 Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the NPC shall avail such discount at the time of award of contract.

2 Bid Security

The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 6 of Chapter-2. The bid security is required to protect the NPC against the risk of Bidder's conduct which would warrant the security's forfeiture, as mentioned below.

The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Annexure-IV of the Bid Document or Demand Draft and shall be valid for 45 days beyond the validity of the Bid.

The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 12 and furnishing the performance security, pursuant to Clause 13.

The bid security may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- b) In the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract in accordance with Clause 12;
 - (ii) to furnish performance security in accordance with Clause 13.

3 Period of Validity of Bids

Bids shall remain valid for 90 days after the last date of submission of bids prescribed by the NPC. A bid valid for a shorter period may be rejected by the NPC as non-responsive.

In exceptional circumstances, the NPC may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

4 Format and Signing of Bid

Tender bid must be submitted in the format provided by NPC. The bid must contain the name,

office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. Un-signed, un-stamped bids shall not be accepted.

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

All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents. Ambiguous bids will be out rightly rejected.

5 Terms and Conditions of Bidders

Bids with any deviations from the Scope of Work as mentioned in the Chapter-3 will not be accepted.

6 Address for Correspondence

The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the NPC.

7 Opening of Bids by NPC

Bids (complete in all respect) received along with BG/Demand Draft of EMD will be opened on the date and time mentioned in the Chapter 6. Bid received without EMD will be rejected straight way. A duly constituted committee will evaluate Eligibility Criteria of bidders.

8 Criteria for Evaluation of Bids

The bidder with lowest qualifying commercial bid (L1) will be awarded the work. In case of identical Bids (Tie) by more than one Bidder, the following Tie-breaker procedure will be adopted to break the tie (in order of listing):

- i. Turnover of the Bidder: More the turnover, more the preference
- ii. Duration of Establishment: Longer the period of establishment, more the preference.

9 NPC's Right to Accept Any Bid and to Reject Any or All Bids

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

10 Clarification

When deemed necessary, the NPC may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

11 Notification of Award

Prior to the expiration of the period of bid validity, the NPC will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance security pursuant to Clause 14, the NPC will promptly notify each unsuccessful Bidder and will /refund/discharge its bid security.

12 Signing of Contract

At the same time as the NPC notifies the successful Bidder that its bid has been accepted, the NPC will send the Bidder the Contract Form Annexure-III provided in the Bid Document, incorporating all agreements between the parties). Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the NPC.

13 Performance Security

Within **10 days** of the receipt of notification of award from the NPC, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Annexure-IV at the rate mentioned there.

Forfeiture of Performance Security:

In case, the tenderer/ Bidder fails to complete the service, NPC, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Security.

Failure of the successful Bidder to comply with the requirement of Clause 13 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the NPC may call for new bids.

14 Cost of Bid Document

The Bid document is free. The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the NPC. The NPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

15 Payment Schedule:

Payment will be made once in a month after ascertaining the satisfactory performance of contractual responsibility carried out in the previous calendar month on submission reports with invoice hard copies.

No advance payment will be paid and no running bills will be entertained. Taxes applicable will be deducted at source.

16 Arbitration

All disputes or differences whatsoever arising between the parties out of or relating to the Tenderer/ Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by NPC and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

The place of arbitration shall be at New delhi.

17 Termination of Contract by NPC.

The contract can be terminated by the NPC, by giving a month's notice to the contractor, without citing any reason for doing so.

18 Termination of Contract by bidder.

Contract can be terminated by the contractor, if she / he / they, desire(s) so, by giving, one month's notice, to the NPC. The notice period will start, from the day of receipt of notice by the NPC.

19 Force Majeure

Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme adverse weather conditions, 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. - 35 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost

persistent effort in the carrying out of its obligations hereunder. (c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

CHAPTER 6: PROCEDURE FOR SUBMISSION AND OPENING OF BIDS

One hard copy of Part-I & Part-II each of Bids as detailed at Chapter-8, in two separate sealed envelopes and also mentioning the name and address of the firm/bidder on the envelopes needs to be submitted in one sealed and marked master envelope labeled “**Inviting Quotations from CA Firms at National Productivity Council**”. If any of the envelopes is not sealed and marked properly as above, the company will not assume any responsibility for its misplacement, premature opening, late opening or rejection etc.

The tender envelope is to be marked to:

**The Group Head (Finance)
National Productivity Council (NPC)
Utpadakta Bhavan
5-6, Institutional Area
Lodi Road
New Delhi – 110003.**

The tender should be put in the designated tender box kept at the Ground Floor at the above-mentioned address of the council.

Part-II of the offer shall be opened only if the council is satisfied that the applicant satisfies and fulfils the Technical Evaluation. In case the applicant does not satisfy the Technical feasibility, Part-II shall not be opened and shall be rejected as it is. There will be no obligation on part of the Council to send any intimation to the applicant firm in case of rejection of their application.

The selection shall be done based on eligible and/or lowest bid, as the case may be, offered by the applicants subject to the decision of the council.

CHAPTER 7: REJECTION OF BIDS

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- a. Offers of following kinds will be rejected:
 - i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer.
 - ii. Offers made through Email.
 - iii. Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
 - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - v. Offers which do not confirm to NPC's bid format.
 - vi. Any other criteria which NPC seems fit to reject.
 - vii. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
 - viii. Ambiguous and Duplicated bids will be out rightly rejected.
 - ix. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
 - x. Bid received without EMD will be rejected straight way and also EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.

- b. Any conditional bid will not be accepted.

- c. Bids will also be rejected :
 - i. If it is received after the expiry of due date & time of submission of Bids i.e. 27th March, 2023 by 1500 hrs.
 - ii. If it is not received in sealed condition as specified.
 - iii. If it is not properly signed by the authorized representative of consulting firm
 - iv. If it is incomplete including non-furnishing of the requisite documents.
 - v. If it is not in compliance with any of the requirements/conditions as specified elsewhere in this document.
 - vi. Any form of canvassing / lobbying / influence, etc. will be a disqualification.

CHAPTER 8: FORMAT OF BID

The bidders are required to submit the Technical Bid and Financial Bid separately in the prescribed format attached herewith.

Part – I: Technical Bid

The Technical bid should be submitted in a separate sealed cover, super scribing "**PART-I Inviting Quotations from CA Firms at National Productivity Council - Technical Bid**". The technical bid shall be submitted in the format at Annexure-I.

PART – II: Financial Bid

The financial proposal (fees to be quoted both in words and figures) of the offer should be submitted in a separate sealed cover, super scribing "**PART-II Inviting Quotations from CA Firms at National Productivity Council - Financial Bid**". Part –II of the offer should be submitted in the format at Annexure-II.

PART –I TECHNICAL BID

S.no	Particulars	Details
1.	Name of the Bidder	
2.	Full Address of the Bidder	
3.	Firm Registration Number (if any) (Enclose proof)	
4.	PAN (attach photocopy)	
5.	TAN No	
6.	GST No. (if any attach photocopy)	
7.	Name of the Authorized Signatory	
8.	Name & address of the officer to whom all references shall be made regarding this NIQ	
9.	Telephone	
10.	Fax No.	
11.	E-mail	
12.	Mobile	
13.	Empanelment of firm with Comptroller and Auditor General of India (Enclose C&AG empanelment proof)	
14.	Experience in Auditing Government & private Entities separately (with copies) – Statutory and Internal Audit in the last 7 years (Enclose work completion & satisfactory certificates from the organizations)	
15.	Turnover of the firm during last three financial years (19-20, 20-21 & 21-22) (Enclose IT or other proofs)	
16	EMD/Bid Security of Rs.25,000/- (Enclose)	

It is certified that :

- (i) There has not been any disciplinary action initiated by ICAI or any regulatory authority against the firm and its partners during last five years.
- (ii) None of the partners / employees has been convicted of any offence / economic offence.
- (iii) No appeal/unresolved dispute/suit/case is pending at any court in India regarding the right to carry on practice.

Signature _____

Name _____

Designation _____

Company Seal

Date _____

PART –II FINANCIAL BID

Sl. No.	Functional Role	Description	Basic Rate for 1 Yr.	GST as Applicable	
				%	Amount
1	2	3	5	6	7
2	Engagement of CA Firm	Engagement of CA Firm at National Productivity Council			

TOTAL AMOUNT (5+7) IN RUPEES (in figures) _____
(in words) _____

Signature _____

Name _____

Designation _____

Company Seal

Date _____

CONTRACT

THIS AGREEMENT made this day of between National Productivity Council, (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and having its Office at (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for Inviting Quotations from CA Firms at NPC, HQ with the **Vendor**, for the various offices National Productivity Council or any other location as indicated by NPC, and has accepted to pay to the **Vendor** the contract amount for provisioning of related Services at a total cost not exceeding (**Rupees**) (hereinafter referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide Services as listed in Bid Document No_____, as per the rate(s) given in **the table below mentioned hereinafter**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - A. Bid Document No_____ regarding “Inviting Quotations from CA Firms” in the office of National Productivity Council,
 - B. Clarifications, if any, issued by the **Purchaser**.
 - C. Commercial bid submitted by the **Vendor**.
 - D. Notification of award vide Order No._____ dated_____ issued to the Vendor.
 - E. Acceptance of notification of award by the Vendor vide Vendor Letter No._____ dated _____.
3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of Services as listed in Table below and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sl. No.	Functional Role	Description	Basic Rate for 1 Yr.	GST as Applicable	
				%	Amount
1	2	3	5	6	7
2	Engagement of CA Firm	Engagement of CA Firm at National Productivity Council			

5. **TOTAL CONTRACT VALUE (5+7) Rs..... (Rupees.....)**

6. Period of Contract : One year from the date of acceptance of the notification of award.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for & on behalf of M/s _____

Signed, sealed and delivered for and on behalf of the National Productivity Council

Signature.....-
Name
Designation.....
Address

Signature.....
Name
Designation.....
Address

Date-
Place : New Delhi

Date
Place : New Delhi

In the presence of:

In the presence of:

Signature-
Name
Designation.....

Signature
Name
Designation.....

Date-
Place : New Delhi

Date
Place : New Delhi

PERFORMANCE BANK GUARANTEE**(To be stamped in accordance with Stamp Act)****The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To**National Productivity Council****5-6, Institutional Area****Lodi Road,****New Delhi-110003**

Dear Sirs,

1. In consideration of the National Productivity Council, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated.....and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for **"Inviting Quotations from CA Firms at National Productivity Council"** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs.(in words & figures) being the 3% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid up to.....; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
 (Signature)

.....
 Address)

.....
 (Signature)
(Name)
 (Name)

.....(Official
 (Designation with Bank Stamp)

Attorney as per
 Power of Attorney No.....
 Dated.....