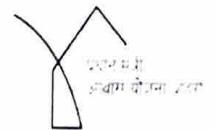




# Indore Municipal Corporation, Indore

Pradhan Mantri Aawas Youjana, 107-109,  
First Floor, Palika Plaza, Indore  
E-mail Id :- pmayindore@gmail.com, Tel :- 0731-2547774



## NOTICE INVITING TENDER

NIT NO. 04/PMAY/2025-26

DATE: 16.12.2025

Indore Municipal Corporation invites online proposals for Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation. RFP documents can be downloaded and purchased from online tendering portal <https://mptenders.gov.in/>

Sr. No.	Name of Work	Estimated Consultancy Fees per Quarter	Earnest Money Deposit (EMD) (Rs.)	Cost of Bid Document (Rs.)
1	"Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation. "	25000/-	10000/-	5000/-

Note: The EMD shall be in the form of online payment using Debit Card/ Credit Card/ Internet Banking or System Generated Challan in favour of name and particulars given in Bid Data Sheet.

Important Dates for Tender processing is as under:

1	Last date for purchase of Tender document & Online Submission of Tender	19/01/2026 before 17:30
2	Pre-Bid meeting will be held on	29/12/2025 at 15:00 hrs
3	Technical Bid will be open on	20/01/2026 at 16:30 hrs

If the office happens to be closed on the date of opening of technical bid as specified in bid data sheet, the bids will be opened on the next working day at the same time and venue.

**Note:-** Bid should be submitted online only, Physical copy will not be accepted.

Tender document and other details shall be available on:-

Website - [www.mptenders.gov.in](https://www.mptenders.gov.in)

For any Information regarding website contact no. 0120-4001 002 & 0120-4001-005

Executive Engineer (PMAY)  
Indore Municipal Corporation, Indore

Signature Not Verified

Digitally signed by ABHINAV RAI  
Date: 2025.12.23 12:55:59 IST  
Location: Madhya Pradesh-MP



# **Request for Proposal (RFP)**

**For**

**“Appointment of Chartered Accountant /  
Chartered Accountancy Firm for RERA  
Registration / Renewal of Real Estate Projects,  
Quarterly Compliance, and Other Ancillary  
Activities for PMAY Projects Implemented by  
Indore Municipal Corporation”**



**Indore Municipal Corporation, Indore**



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## **Indore Municipal Corporation**

PMAY Office, 107-109, Palika Plaza Indore (MP) India,

Pin – 452003, Email: pmayindore@gmail.com

**NIT No 04/PMAY/25-26**

**Dated:16.12.25**

### **Notice Inviting Tenders**

**“Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation. .”**

Indore Municipal Corporation invites online proposals for Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation. . RFP documents can be downloaded and purchased from online tendering portal <https://mptenders.gov.in/>

RFP Document Cost	: Rs. 5,000/-,
Online Sale of RFP Document	: 16/12/2025 to 19/1/2026 up to 17.30 Hrs
Pre-proposal Conference	: 15.00 Hrs on 29/12/2025 at above mentioned address
Earnest Money Deposit	: Rs. 10,000
Estimated Consultancy Fees per Quarter	: Rs. 25000

**Executive Engineer (PMAY),  
Indore Municipal Corporation**

## **Procedure for Participation in e-Tendering**

### **1. Registration of Bidders on e-Tendering System:**

All the MPHIDB registered bidders are already registered on the new e- procurement portal <https://mptenders.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. for more details may contact on the information available on website.

### **2. Digital Certificate:**

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain Class III Digital Certificate issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an application. Only upon the receipt of the required documents, a Digital Certificate can be issued. For details please visit [cca.gov.in](http://cca.gov.in).

#### **Note:**

- i. *It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from [cca.gov.in](http://cca.gov.in)*
- ii. *Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.*

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through Authority Letter signed by majority of the partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

### **3. Set Up of Bidder's Computer System:**

In order for a bidder to operate on the e-tendering System, the Computer System of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://mptenders.gov.in>

**4. Key Dates:**

The bidders are strictly advised to follow the time schedule (Key Dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department.

**5. Preparation and Submission of Bids**

The bidders have to prepare their bids online, encrypt their bid Data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

**6. Purchase of Bid Document**

For purchasing of the bid document bidders have to pay Service Charge online ONLY which is Rs. [as per Bid Date Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and upto scheduled time and date as set in the key dates.

The payment for the cost of bid document shall be made online through Debit/Credit card , Net banking or NeFT Challan through the payment gateway provided on the portal.

**7. Withdrawal, Substitution and Modification of Bids**

Bidder can withdraw and modify the bid till Bid submission end date.

## **Annexure A: Bid Data Sheet (BDS) and Instructions to Bidder**

### **Bid Data Sheet**

1	Name of the Client: <b>INDORE MUNICIPAL CORPORATION (IMC ), INDORE</b>
2	Method of selection: <b>Least Cost Selection (LCS) Method</b>
3	Financial Proposal to be submitted together with Technical Proposal: Yes Title of Consulting Service is: <b>“Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation.”</b> A pre-proposal conference will be held: Yes Date: 29/12/2025 Time: 15:00 hrs Venue - at below mentioned address in SR No 4 However, if the Consultant wishes to seek clarification it may do so in writing to the IMC 's Representative
4	IMC 's Representative: <b>Executive Engineer (PMAY), Indore Municipal Corporation (IMC ), PMAY Office, 107-109, Palika Plaza Indore (MP) India Pin - 462023</b> Email: Pmayindore@gmail.com
5	Proposals must remain <b>valid for 120 days</b> after the submission date indicated in this Bid Data Sheet.
6	The Consultant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Consultant: <b>Yes</b>
7	Joint Ventures or Consortia are permissible: <b>No</b>
8	Bidders Eligibility Criteria: Applicable a) The Consultant may be a natural person, private/govt. entity as Proprietary, Partnership, a Company incorporated under Indian Companies Act 1956, LLP incorporated under LLP Act of 2008.( Incorporation/ registration document) b) Eligible bidder shall be a Practicing Chartered Accountant or Chartered Accountancy Firm registered with ICAI. and practicing continuously in India for the last 10 years as on date of submission of bid.( ICAI Registration Certificate / Constitution Certificate, Certificate of Practice (COP), Partnership Deed / Proprietorship Proof (as applicable) c) Consultant shall have minimum average annual turnover of Rs 50.00 Lakhs over the last 3 Financial Years. Consultant must ensure that evidence of eligibility criteria of turnover in the form of CA certified Turn over Certificate along with audited financial statements for the last three financial years together with the Auditors' Report must be enclosed with their proposal.

	<p>d) Bidder should have experience of handling minimum 3 Nos. projects for any Government / Semi Government/ Public Sector Undertaking (PSU)/ Urban Local Body (ULB) wherein the project experience with</p> <ol style="list-style-type: none"> <li>1) Cumulative Project Value of Rs. 400 Crore (at least 1 project in Madhya Pradesh); and</li> <li>2) 3 Projects of min Value of 150 Cr. Each (at least 1 project in Madhya Pradesh); OR 4 Projects of Min. Value of 100 Cr. Each (at least 2 project in Madhya Pradesh); OR 8 Project of Min. Value of 50 Cr. Each (at least 3 project in Madhya Pradesh)</li> </ol> <p><u>Bidder may submit a mix of all these projects as part of the Project Experience.</u> (Work Orders/LOAs clearly mentioning project value / Project Cost Certificates issued by Authority)</p> <p>d) The firm should have minimum 3 FCA's on roll. (ICAI Staff List / Employee on-roll Certification/ Partner)</p> <p>e) The Bidder should have a full-fledged Registered Office in Indore with adequate manpower and infrastructure for execution of the assignment and shall provide valid documentary proof of such office address such as GST Registration Certificate, Rent Agreement with latest Utility Bill (Electricity/Water), or other Government-issued address proof. If the Bidder does not presently have an office in Indore, Undertaking may be submitted confirming that a fully functional office shall be established in Indore within 30 (Thirty) days from the date of issuance of the Letter of Acceptance (LoA), so as to ensure effective coordination and service delivery under the Contract.</p> <p>f) Bidder must not be blacklisted or debarred by <b>any Government / PSU / ULB</b> etc. (Affidavit declaring the same.)</p>
9	The Consultant must submit Technical and Financial Proposal on-line as per the instructions for E-Tendering.
10	Technical Proposals along to be enclosed in a single envelope.  Financial Proposal is to be submitted online only through e-procurement portal of GoMP, Not with the technical proposal
11	Technical Proposals should be clearly marked ' <b>TECHNICAL PROPOSAL FOR [Title of Consulting Service]</b> '
12	A Bid Security must be submitted: Yes as per the instructions for E-Tendering
13	If yes, the amount of Bid Security is <b>Rs. 10000/- only</b> . The duration for validity of Bid Security is 120 days
14	Format for Bid Security will be as per the format and instructions provided on E-Tendering website.
15	<b>A Performance Security</b> in the form of Bank Guarantee or Bank Draft is to be submitted by the winning Bidder upon signing of Contract: <b>Yes</b> , the amount shall be <b>three times the quarterly fee quoted by bidder</b> . The Performance Security may be provided in form of <b>Bank Draft or Bank Guarantee</b> made in the name of <b>Commissioner, Indore Municipal Corporation</b> and drawn on a Scheduled Commercial/Nationalized Bank with a branch in Indore. The Performance Bank Guarantee shall be

	unconditional, irrevocable and payable at sight, on first written demand, without demur.
16	Proposals must be submitted no later than <ul style="list-style-type: none"><li>On-line submission of Technical and Financial Proposal: As per NIT</li><li>Financial Proposal shall be submitted in online excel bid format. Any Financial bid details received with technical proposal shall lead to cancellation of the bid.</li></ul>
17	Address for submission of Proposals: <b>Additional Commissioner (PMAY) Indore Municipal Corporation (IMC)</b> , PMAY Office, 107-109, Palika Plaza Indore (MP) India Pin - 452001 Email: <a href="mailto:pmayindore@gmail.com">pmayindore@gmail.com</a>
18	Expected date for public opening of Technical Proposals: As per NIT
19	For any Clarification please contact following: <b>Engineer -In charge- (PMAY), Indore Municipal Corporation (IMC)</b> , PMAY Office, 107-109, Palika Plaza Indore (MP) India Email: <a href="mailto:Pmayindore@gmail.com">Pmayindore@gmail.com</a> Mobile: 7440449665
20	Expected date for public opening of Financial Proposals (if Applicable) : <b>[To be Notified]</b>
21	Expected date for commencement of consulting services: <b>[To be Notified]</b>

For your bid to be considered “Responsive” you must fulfill all conditions listed in above mentioned table

	<ul style="list-style-type: none"> <li>a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct.</li> <li>b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with IMC or any other contracting authority.</li> <li>c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.</li> </ul>	Inst ructi ons to Bidd er
<b>1. Introduction</b>	<p>1.1 The Consultant is invited to submit a Technical Proposal and a Financial Proposal as specified in the Bid Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p>	
	<p>1.2 The Consultant shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation.</p>	
	<p>1.3 The IMC is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.</p>	
<b>Eligible Consultant</b>	<p>1.4 A Consultant may be a natural person, private/govt. entity as Proprietary, Partnership, a Company incorporated under Indian Companies Act 1956, or LLP incorporated under LLP act of 2008 is eligible as per the eligibility criteria's specified in the Bid Data Sheet.</p>	
	<p>1.5 Consultants declared ineligible/ Blacklisted by the Government of India or GoMP or IMC or its departments and subsidiaries shall be ineligible to provide services under IMC.</p>	
	<p>1.6 Consultant shall provide such evidence of their continued eligibility satisfactory to the IMC, as the IMC shall reasonably request.</p>	
<b>Disclosure</b>	<p>1.7 Consultants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.</p>	
	<p>1.8 Consultant must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.</p>	
	<p>1.9 Consultant's must disclose if they have been convicted of or are the subject of any proceedings relating to:</p>	

<b><i>Anticorruption</i></b>	<b>1.10</b> A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases IMC will declare the Consultant and/or members of the consortium ineligible, either indefinitely or for a stated period of time and Consultant will be blacklisted
<b><i>Only one Proposal</i></b>	<b>1.11</b> Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of individual experts, in more than one proposal.
<b>2. Clarification of RFP Documents</b>	<b>2.1</b> Consultants may request clarification of any part of the RFP documents up to five days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the IMC's Representative whose address is provided in the Bid Data Sheet. The IMC will respond by standard electronic means within the period specified in the Bid Data Sheet. Should the IMC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under <b>Clause 2.2</b> .
<b><i>Amendment in RFP Documents</i></b>	<b>2.2</b> At any time before the submission of Proposals, the IMC may amend the RFP by issuing an addendum by standard electronic means.
	<b>2.3</b> Any addendum issued will be uploaded on e-procurement portal only. No separate communication in this regard will be made with any bidder.
	<b>2.4</b> To give Consultant reasonable time in which to take an addendum into account in preparing their Proposals, the IMC may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to <b>Clause 5.32 and 5.33</b>
<b>3. Preparation of Proposals</b>  <b><i>Language of proposals</i></b>	<b>3.1</b> The Proposal and all related correspondence exchanged between the Consultant and the IMC shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
<b><i>Cost of Bidding</i></b>	<b>3.2</b> The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The IMC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
<b>4. Full-time employees</b>	<b>4.1</b> Consultant firm should have minimum 5 FCA working as full time employee with the firm.

<b>5. Instructions for submission of Proposal</b>	<p><b>5.1</b> These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Bid Data Sheet and accompanying documents.</p>
	<p><b>5.2</b> Proposals must be received before the deadline specified in the Bid Data Sheet to tender. Proposals must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.</p>
<b>Documents comprising the Proposal</b>	<p><b>5.3</b> Consultant shall submit Technical Proposal and the Financial Proposal, as specified in the Bid Data Sheet enclosed. The Technical Proposals will be opened at the date and time specified in the Bid Data Sheet. The Financial Proposal will remain sealed and will be held in custody by the IMC .</p>
	<p><b>5.4</b> The original Financial Proposals for all qualifying Technical Proposals will be opened in public at a date and time specified in the Bid Data Sheet.</p>
<b>Technical Proposal (see Annexure B)</b>	<p><b>5.5</b> The <b>Technical Proposal</b> shall contain the following:</p> <p><b>Section 1: Covering Letter, (Form 1);</b></p> <p><b>Section 2:</b> Eligibility fulfillment along with GST and Income Tax Registration, Empanelment's and Registration's of Consultant etc.; (<b>Form 2</b>), details of similar assignments for Government/Semi-Government bodies (<b>Form 3</b>), and Details of key personnel along with CVs of key personnel proposed for the assignment (<b>Form 4</b>).</p> <p><b>Section 3:</b> Fulfillment with documentary evidence, Details of Turnover along with audited financial statements for last three years (<b>Form 5</b>)</p>
	<p><b>Section 4:</b> Any other Documents. This may includes:</p> <ul style="list-style-type: none"> <li>• written confirmation authorizing the signatory of the Proposal to commit the Consultant;</li> <li>• Declaration of conflict of interest, if any.</li> <li>• Original Copy of the RFP purchased from the IMC duly signed by Authorized Signatory as token of acceptance of all the Conditions under the RFP.</li> </ul> <p>Section 3 should not include any promotional material, brochures, etc.</p> <p>An authorized representative of the Consultant shall initial all pages of the Proposal</p>
	<p><b>5.6</b> No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Bid Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.</p>
<b>Financial Proposal (see Annexure C)</b>	<p><b>5.7</b> The <b>Financial Proposal</b> shall contain the following:</p> <p><b>Section 1:</b> Confirmation of acceptance of Conditions of Contract (<b>Form Fin 1</b>);</p> <p><b>Section 2:</b> Quote/Pricing as specified in Bid Data Sheet using prescribed formats (<b>Form Fin-2</b>)</p>
	<p><b>5.8</b> An authorized representative of the Consultant shall initial all pages of the Financial Proposal along with authorization letter.</p>

	<b>5.9</b> All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
<i>Submission instructions</i>	<b>5.10</b> Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.
	<b>5.11</b> The Consultant shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in <b>Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms</b> . These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
	<b>5.12</b> The Consultants are required to submit hard copies of them. Technical Proposal. The number of hard copies to be submitted is specified in the Bid Data Sheet. Financial Proposal to be submitted online only.
<i>Taxes</i>	<b>5.13</b> All the taxes (such as: fringe benefit tax, value added or sales tax, duties, etc) shall be included in financial quote of the Consultant which will not be payable to the Consultant except for the GST (as applicable from time to time) which will be payable over and above the fees quoted.
<i>Proposal prices</i>	<b>5.14</b> All prices should be valid for the duration specified in the Bid Data Sheet.
	<b>5.15</b> All prices quoted should be inclusive of the price structure if specified in the Bid Data Sheet.
	<b>5.16</b> Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet or Standard Contract Document.
<i>Currency of the Proposal</i>	<b>5.17</b> Proposal prices shall be quoted in Indian Rupees
Proposal validity	<b>5.18</b> Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the IMC .
	<b>5.19</b> A Proposal valid for a shorter period shall be considered non- responsive and will be rejected by the IMC .
	<b>5.20</b> In exceptional circumstances, prior to the expiration of the proposal validity period, the IMC may require Consultant to extend the period of validity of their Proposals. The request and the responses shall be made in writing. The Consultant will have to extend the period maximum up to 120 more days without any modifications in its proposal.
	<b>5.21</b> The IMC will make its best effort to complete negotiations within this period.

Format and Signing of Proposals	<p><b>5.22</b> These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet, Annexure D – Terms of Reference, Annexure E – Standard Contract Documents and other accompanying documents.</p>
	<p><b>5.23</b> Technical Proposals shall be placed in an envelope clearly marked ‘TECHNICAL PROPOSAL for [insert name of assignment]’”</p>
	<p>Original Bid Security instrument shall be placed in an envelope clearly marked as “BID SECURITY for [insert name of assignment]”</p>
	<p><b>5.24</b> The Technical Proposal and Financial Proposals shall be submitted as per instructions in bid data sheet</p>
	<p><b>5.25</b> Financial Proposal should be submitted online only by E- tendering.</p>
	<p><b>5.26</b> If the Proposal is not prepared as per Clause 5.30, the Proposal will be rejected.</p>
	<p><b>5.27</b> The Technical proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for not amended printed literature, shall be signed or initialed by the person signing the Proposal.</p>
	<p><b>5.28</b> Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal. If there is discrepancy between the original technical proposal (hard copy) and the one submitted online, the information submitted online shall prevail.</p>
	<p><b>5.29</b> All bids must contain original copies of the Technical as described in the Bid Data Sheet</p>
Sealing and marking of Proposals	<p><b>5.30</b> The envelopes containing the Technical proposal and bid security shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with and as per the instructions in Bid Data Sheet:</p> <p>Title of Consulting Services; RFP Number; Deadline for Submission; and Address of the Consultant</p> <p>In addition, envelopes shall bear the following directions:</p> <p>Address for submission of Proposals as specified in the Bid Data Sheet. On outer envelope containing Technical and Financial Proposals: ‘DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE’.</p>
	<p>vii. On inner envelopes containing the Technical proposal; ‘DO NOT OPEN</p>

	BEFORE _____ (insert date and time for the opening of Technical Proposals as specified in the Bid Data Sheet);
	<b>5.31</b> If any envelope is not sealed and marked as instructed, the IMC will assume no responsibility for the misplacement or premature opening of envelopes.
<b>2. Deadline for submission of Proposals</b>	<b>5.32</b> Proposals must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.
	<b>5.33</b> The IMC may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with <b>Clause 2.2</b> , in which case all rights and obligations of the IMC and Consultant subject to the previous deadline shall thereafter be subject to the deadline as extended.
	<b>5.34</b> From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the IMC on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the IMC in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
<b>Late Proposals</b>	<b>5.35</b> The IMC will not consider any Proposal that arrives after the deadline prescribed by the IMC for submission of Proposals in the Bid Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.
<b>Withdrawal Proposals</b>	<b>5.36</b> An Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be: <ol style="list-style-type: none"> <li>submitted in accordance with <b>Clause 5.30</b> and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and received by the IMC prior to the deadline prescribed by the IMC for submission of Proposals.</li> </ol>
	<b>5.37</b> Proposals that are withdrawn in accordance with <b>Clause 5.36</b> shall be returned unopened to the Consultant.
	<b>5.38</b> No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the IMC to extend the Proposal validity.
<b>6. Opening Proposals</b>	<b>6.1</b> The IMC will open Technical Proposals in the presence of Consultant's representatives who choose to attend, at the address, date and time specified in the Bid Data Sheet.
<b>Opening of Technical Proposals</b>	<b>6.2</b> First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the CONSULTANT. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out and recorded at the opening of Technical Proposals
	<b>6.3</b> All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: <ol style="list-style-type: none"> <li>The name of the Consultant; and</li> </ol>

	Any other details as the IMC may consider appropriate.
	<b>6.4</b> Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with <b>Clause 5.35</b> .
	<b>6.5</b> The IMC shall prepare a record of the opening of Technical Proposals that shall include the name of Consultant and indicate whether there is a withdrawal. The Consultant's representatives who are present will be requested to sign the record. The omission of Consultant signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.
	<b>6.6</b> Technical Proposals, complete and responsive in all respect, which are eligible as per Eligibility criteria mentioned in Bid Data Sheet, will qualify for opening of Financial Proposals.
<b>Opening of Financial Proposals</b>	<b>6.7</b> The Financial Proposals of all non-qualifying Consultants shall not be opened during online opening of Financial Proposal.
	<b>6.8.</b> All consultants with qualifying Technical Proposals shall be informed in writing, or through standard electronic means, of the date and place for public opening of the financial proposals. Consultant's attendance at the opening of Financial Proposals is optional.

	<p><b>6.9</b> At the public opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the IMC and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>i. the name of the Consultant.</li> <li>ii. Fees Quoted; and</li> <li>iii. Any other details the IMC may consider appropriate.</li> </ul>
	<p><b>6.10</b> Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.</p>
	<p><b>6.11</b> The IMC will prepare a record of the opening of Financial Proposals. The Consultant's representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Consultants in writing or through standard electronic means.</p>
	<p><b>6.12</b> All Financial Proposals shall be scrutinized for any non-conformity, and modifications, if any, shall be made in accordance with <b>Clause 7.5</b>.</p>
<b>7. Evaluation of Proposals</b>	<p><b>7.1</b> Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultant or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultant.</p>
<b>Undue influence</b>	<p><b>7.2</b> Any attempt by a Consultant to influence the IMC in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p>
<b>Clarification of Proposals</b>	<p><b>7.3</b> To assist in the examination, evaluation, comparison and post- qualification of Proposals, the IMC may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the IMC shall not be considered. The IMC 's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the IMC in the evaluation of the Proposals, in accordance with <b>Clause 7.5</b>, if required.</p>
<b>Non-conformities, Errors and omissions</b>	<p><b>7.4</b> The IMC may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.</p>

	<p><b>7.5</b> The IMC will correct arithmetical errors during evaluation of Financial Proposals on the following basis:</p> <ul style="list-style-type: none"> <li>a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected</li> <li>b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to <ul style="list-style-type: none"> <li>(a) and (b) above.</li> </ul> </li> </ul>
	<p><b>7.6</b> If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified</p>
<b><i>Evaluation of Technical Proposals</i></b>	<p><b>7.7</b> The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid Data Sheet. A list of all technically qualified bidders will be prepared to be eligible for Financial Opening.</p>
<b><i>Qualification of 3. Technical Proposals</i></b>	<p><b>7.8</b> After the technical evaluation is completed, IMC shall open of Financial Proposals of qualified bidder.</p>
<b><i>Evaluation of Financial Proposals</i></b>	<p><b>7.9</b> The selection will be done through Least Cost Selection (LCS) method.</p>
	<p><b>7.10</b> Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 7.7. In the second stage, a financial evaluation will be carried out as specified in Clause 6.7</p>
	<p><b>7.11</b> Financial Proposals will finally be ranked. The financially lowest evaluated (L1) Applicant (the “<b>Selected Applicant</b>”) Evaluation shall be based on lowest <b>Quarterly Fee (per project)</b> quoted.</p>

	<b>7.12 NIL</b>
<b>Conditional Bids</b>	<b>7.13</b> Conditional Bids and Bids not in format as per Form- Fin -2 shall be liable to be rejected
<b>4. IMC 's right to accept any Proposal, and to reject any or all Proposals</b>	<b>7.14</b> The IMC reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>8. Award of Contract</b>	<b>8.1</b> Prior to the expiration of the Proposal validity period, the IMC shall notify the successful Consultant (s), in writing, that its Proposal has been accepted. At the same time, the IMC shall notify all other Consultant of the results of the bidding.
<b>Notification</b>	<b>8.2</b> Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<b>Negotiations</b>	<b>8.3</b> The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	<b>8.4</b> The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within <b>five (5) days</b> of receiving the notice in accordance with <b>Clause 8.3</b> .
	<b>8.5</b> Negotiation will include both technical and financial negotiation, depending on the needs of the IMC .
<b>Signing Contract</b>	<b>8.6</b> Promptly after notification, the IMC shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP)
	<b>8.7</b> Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the IMC .
	<b>8.8</b> All formalities of negotiation and signing of contract will be completed within <b>Fifteen (15) days</b> of notification of award.

<b><i>Start date</i></b>	<b>8.9</b> The Consultant is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.
<b><i>Subletting</i></b>	<b>8.10</b> Subletting of the work is not allowed. The Consultant shall not sub- contract any of its obligations under this Contract without the prior written consent of the IMC .
<b><i>Contract Period</i></b>	<b>8.11</b> The initial contract period shall be three (3) years, with an increase in consultancy fees at the rate of 5% per annum on a year-on-year basis. The contract may be extended further for a maximum period of two (2) additional years, if required, based on the status of all projects registered under RERA, on the same terms and conditions, as may be mutually decided between IMC and the Consultant.

## **Annexure B: Technical Proposal Submission Forms**

### **Tech 1: Covering Letter**

(on Letter Head)

*[Location, Date]*

*To: [Name and address of Client]*

**Subject: - Technical Proposal for [Insert title of assignment]**

Dear Sir / Madam

We, the undersigned, offer to provide the Services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[Insert Date]** and our Proposal. We are hereby submitting our Proposal, which includes the

Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to Bidder included in the RFP, and abide by the same, and specifically to conditions mentioned **[In case of any declaration, reference to concerned document attached must be made].**

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature **[In full and initials]:**

Name and Title of Signatory: Name of

Firm:

Address:

Contact No:

## **Tech 2: Details of the Bidder**

To be submitted on Bidder's Letter head

**Title of Assignment: Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration /  
Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects  
Implemented by Indore Municipal Corporation**

S.N.	Particulars	Details
1.	<b>Name of the Consultant Firm/ CA</b>	
2.	<b>Constitution Certificate issued by ICAI</b> <i>Please attach documentary evidence</i>	
3.	<b>Firm Registration No.</b> (as per eligibility Criteria in clause 1.4 of Instruction) <i>Please attach documentary evidence</i>	
4.	<b>Date of Incorporation/ Registration</b>	
5.	<b>Registered Address with contact, fax, email and web address</b>	
6.	<b>GST Registration Number</b> <i>Please attach documentary evidence</i>	
7.	<b>Income Tax Registration Number (PAN)</b> <i>Please attach documentary evidence</i>	
8.	<b>Details of other branches (If any)</b>	
9.	<b>Name and Contact of Authorized Signatory</b> <i>(authorization certificate to be attached)</i>	

**Authorized Signature (in Full and Initials) Name and**

**Title of Signatory:**

**Name of Firm:**

**Address:**

**Contact No:**

E mail id:

### **Tech 3: Project Detail Sheet**

The bidder should enter the details of similar assignments for Government/Semi-Government bodies

	Project 1	Project 2	Project 3	Project 4	Project 5
Assignment Name:					
Name of City					
Name and Address of Client					
Value of the Services(in current INR):					
Duration of assignment (months):					
RERA Reg no. of the Project					
Details / Description of the project					

Attach documentary evidences in form of Work order/Completion Certificate/ Experience Certificate for any Govt/ Semi Govt Agencies .

#### **Tech 4: Curriculum Vitae (CV) for Proposed Experts**

1	Proposed Position	
2	Name of Personnel	
3	Name of the firm	
4	Date of Birth	
5	Nationality	
6	Educational Qualifications (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)	
7	Employment Record (Starting with present position, list in reverse order every employment held.)	
8	Membership of Professional Associations:	
9	Years of Work Experience	
10	Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)	
11	Work Experience detail in brief	
<p>Certification: I, the undersigned, certify that this CV correctly describes myself, my qualifications and my experience. Place: _____ [Signature of staff member or authorized signatory of the Consultant] Full name of authorized signatory: Date: _____</p>		

Provide CV in above format of at least 3 FCA employed with consultant firm for eligibility along with certificate of ICAI fellow registration.

### **Tech 5: Financial Capability of Consultant**

Name of Consultant	Annual Turnover				
	2022-23	2023-24	2024-25	Total	Average

#### **Certificate from the Chartered Accountant**

This is to certify that \_\_\_\_\_ has received the payments shown above against the respective years on account of fees/remuneration only.

Name of the Audit Firm:

Seal of the audit firm

Date:

Signature:

Name : Designation:

*Note: Attach Audited Balance sheets with Auditors Reports for last three years as Documentary evidence in Support*

**Authorized Signature (in Full and Initials) Name and**

**Title of Signatory:**

**Name of Firm:**

**Address:**

**Contact No:**

**E mail id:**

## **Annexure C: Financial Proposal Submission Forms**

### **Fin 1: Confirmation of acceptance of Conditions of Contract**

*[Location, Date]*

*To: [Name and address of Client]*

*Subject: - Financial Proposal for [Insert title of assignment]*

Dear Sir

We, the undersigned, offer to provide the Services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[insert date]**. We are hereby submitting our Financial Proposal,

We confirm that we accept the Conditions of Contract provided in the Request for Proposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal (10 Days from Proposal Due Date PDD) i.e., **[insert date]**.

We understand you are not bound to accept any Proposal you receive.

**TO Be Submitted  
online only**

Yours faithfully,

Authorized Signature **[In full and initials]**:

Name and Title of Signatory: Name of

Firm:

Address:

Contact No:

E mail id:

## **Fin 2: Financial Proposal Quote**

**Project Title: "Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation. "**

<b>S N</b>	<b>Particulars</b>	<b>Per Project Lump Sum Quarterly Fees (Excluding GST)</b>	
		<b>In Figures</b>	<b>In Words</b>
1	Fees* for Quarterly RERA Compliance for PMAY projects, including preparation and uploading of quarterly progress reports (financial and physical), coordination with project professionals for required certifications, and completion of all related activities as per the Scope of Work in Annexure-D."	Submit through portal only	Submit through portal only <i>Submitted Online Only</i>

**Note:-**

*\* Fees for each project will remain same irrespective of size and type of project. The blocks/ Units to be registered in each phase/ project will be decided by IMC and shall be final and binding to the selected consultant.*

*\*\*This fee is inclusive of all travelling, lodging and boarding expenses of any visit of consultant for representing matter of the Client before RERA Authority.*

*\*\*\* Please indicate Amount in Figures and Words— excluding Goods & Service Tax. Goods & Service Tax shall not be included in the Quote, which will be paid additionally over and above the quoted fees at the applicable prevailing rate.*

*The initial contract period shall be three (3) years, with an increase in consultancy fees at the rate of 5% per annum on a year-on-year basis. The contract may be extended further for a maximum period of two (2) additional years, if required, based on the status of all projects registered under RERA, on the same terms and conditions, as may be mutually decided between IMC and the Consultant.*

**Authorized Signature (in Full and Initials) Name and**

**Title of Signatory:**

**Name of Firm:**

**Address:**

**Contact No:**

**E mail id:**

## **Annexure D: Terms of Reference**

### **“Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration, Renewal, Quarterly Compliance and Ancillary RERA Activities for PMAY Projects under Indore Municipal Corporation.”**

#### **1. Introduction**

The Ministry of Housing and Urban Affairs (MoHUA) has launched “Housing for All” Mission through Pradhan Mantri Awas Yojana Urban 2.0 (PMAY 2.0) for Urban Areas to be implemented on September 2024.

Indore Municipal Corporation (IMC), intents to prepare DPRs for 54589 Housing units comprising of 1 BHK (Slum and Non Slum), 2 BHK and 3 BHK units at various Locations in Indore. In PMAY – U 1.0, IMC is developing 18,806 units at 14 sites. Apart from 1 BHK Slum units, which are to be allotted by IMC to pre identified slum dwellers, IMC intends to dispose the remaining Housing Units 1 BHK Non Slum, 2 BHK and 3 BHK, shops and plots in phased manner as per implementation/construction progress. These housing units shall be disposed in open market as per eligibility and conditions decided by IMC and State Urban Development Department from time to time.

IMC, in PMAY – U 1.0, has already registered 14 sites with RERA IMC is making quarterly compliance and other Ancillary RERA Activities of these registered projects till date. Now IMC intends to appoint a CA/ CA firm to make quarterly compliance and register and renew and other ancillary RERA Activities all real estate projects including PMAY to be taken in future.

The role of the selected Consultant will be:

- Registration/renewal of Real Estate Project with RERA.
- Quarterly compliance for the registered Project as required under the RERA Act.
- Representing all the matters of the Client before RERA Authority.

IMC invites applications from interested Consultants for the above task.

#### **2. Scope of Work**

**Selected Consultant shall perform following tasks but not limited to:**

- Preparation and submission of applications for registration/renewal of IMC’s PMAY projects with RERA, including collection, verification and compilation of all documents in the formats prescribed by the Authority, and obtaining registration/renewal certificates.
- Preparation and online submission of Quarterly Progress Reports (financial & physical), after coordinating with designated Architect/Engineer/CA for requisite certificates, and ensuring timely compliance under provisions of the RERA Act and RERA Rules.
- Drafting responses to notices/queries issued by RERA and providing procedural support for hearings related to compliance matters of IMC’s RERA registered projects.

- Provide Legal Representation to client before the RERA authority in any case that may arise, including the past projects already registered in RERA by IMC , or require any other information for compliance of provisions of RERA Act.
- Prepare audit related documents such as:
  - Prepare CA Certificate as per Second proviso to Section 4(2) of the RERA mandates.
  - Prepare Yearly Audit reports for RERA Account
  - All end to end service to provide above certification under RERA
  - To maintain coordination with PMAY office and audit & accounts department of Indore municipal corporation regarding works under RERA
- Consultant will update the RERA Records on RERA Portal and provide project wise RERA record and information to IMC if and when required.
- Continuously update and guide IMC on all RERA related Compliances for proposed Real Estate Projects.
- Any other compliance-related and procedural support/assistance required for fulfilling IMC's statutory obligations under the RERA Act, 2016 and RERA Rules.

#### **Facilitation to be provided by the IMC :**

IMC will

- a. Designate a Nodal Officer responsible for management and coordination of this Assignment (s),
- b. Provide the Consultant necessary Documents, Approvals, Drawings, NOC's and other relevant details, if and as available, of the project if and when required for compliances with RERA Authority.

### **3. Payment Schedule**

- Payment equivalent to two quarterly compliance fees shall be paid upon successful registration/renewal issuance.
- *The consultant shall produce quarterly bills for each project separately of each quarter after quarterly compliances. Consultant is also required to submit the quarterly compliances confirmation report along with the bill.*
- *For already registered projects, only quarterly payment will be done (for all remaining quarters) as per schedule above for quoted fees. (payment for Renewal of Registration stage will only be paid)*
- *If financial closure is not achieved as per schedule (not to the default of consultant), consultant will continue to receive the quarterly payment till the project closure as per the schedule above on the quoted fees.*

*Note:*

The IMC holds the right to reject the bills or hold the Quarterly payments in case of any of the following reason

- Failure on part of Consultant to fulfill the requirements of TOR and failure to abide by the terms and

conditions

- Engage in any fraudulent or corrupt practices, which directly or indirectly affect the interest of the project. Contract will be terminated in such cases and Consultant may be subject to blacklisting
- In case the Consultant is unable to submit any report or deliverable within one (1) month of the stipulated due date, due to reasons attributable to the Consultant, a penalty of ₹10,000/- (Rupees Ten Thousand Only) per month may be levied by the Authority.
- In the event of prolonged delay or recurring instances that may adversely affect statutory timelines or progress of the project, the Authority may consider an enhanced penalty, proportionate to the delay and circumstances.
- Before any penalty is imposed, the Authority shall issue a written notice to the Consultant, providing an opportunity to present valid justification for the delay. The Authority may waive the penalty where delays are caused by genuine reasons beyond the Consultant's reasonable control and duly communicated in writing.
- If necessary, penalties may be recovered from future payments, subject to prior intimation. Termination of contract shall only be considered in case of persistent non-performance despite issue of notices and opportunities for corrective action.

## **Annexure E: Standard Contract Document**

### **Section 1: Form of Contract**

**CONTRACT FOR:** **“Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration, Renewal, Quarterly Compliance and Ancillary RERA Activities for PMAY Projects under Indore Municipal Corporation ”**

**CONTRACT NUMBER:** *[Please insert project number]* dated \_\_\_\_\_

**THIS CONTRACT is made BETWEEN:** **Commissioner, Indore Municipal Corporation, Indore**

(Hereinafter referred to as ‘IMC’)

**AND:** *[name of Consultant]* (hereinafter referred to as ‘the Consultant’) *[Please insert the name of the Consultant’s representative and communication address of the Consultant]*

#### **WHEREAS:**

- A. Indore Municipal Corporation on behalf of the Commissioner, Indore Municipal Corporation (‘IMC’) requires the Consultant to provide the services as defined in Section 4 (‘the Services’); and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

#### **IT IS HEREBY AGREED as follows:**

##### **Documents**

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Payment

Section 6: Performance Guarantee

Annexures: Detailed at Special Conditions of Contract, **Clause 2**.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

## **1. Contract Signature**

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within **30 days** of the date of signature on behalf of the IMC, will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

## **2. Commencement and Duration of the Services**

The Consultant shall start the Services on **[insert start date]** ('the Start Date') and shall complete them by **[insert end date or period]** ('the End Date/the Contract Period') unless this Contract is terminated earlier in accordance with its terms and conditions.

## **3. Consultancy Fees**

**4.** Payments under this Contract shall be **[insert Total Amount in numbers and words]** inclusive of all applicable government taxes – national and state, as applicable and exclusive of prevailing GST as applicable, which will be paid extra ('the Consultancy Fees').

**5. Time of the Essence:** Time shall be of the essence as regards fulfillment by the Consultant of its obligations under this Contract.

For and on behalf of IMC

Signature:

Name:

Date:

For and on behalf of CONSULTANT

Signature:

Name:

Date:

Witness 1

Signature:

Name:

Date:

Address :

Witness 2

Signature:

Name:

Date:

Address:

## **Section 2: General Conditions of Contract**

### **Definitions and Interpretation**

#### **1. Definitions**

- ‘the Consultant’ means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- ‘the Consultant’s Representative’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- ‘the Consultant’s Personnel’ means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’s employees, agents and sub-consultants.
- ‘Sub-consultants’ means any natural person, private , or a combination of the above, to whom any part of the Services is subcontracted by the Consultant.
- ‘the IMC ’s Representative’ means any entity appointed by the IMC to act on the IMC ’s behalf with regard to procurement and/or management of this Contract.
- ‘the Consultancy Fees’ refers to the amount specified in Section 1 and is the amount payable to the Consultant by the IMC under this Contract.
- ‘the Services’ means the services set out in the Terms of Reference (**Section 4**).
- ‘the Project Officer’ means the person named in **Section 3** who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- ‘the Contract Officer’ means the person named in **Section 3** who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.

- ‘Contract Documents’ means the documents listed in the Contract Agreement, including any amendments thereto.
- ‘Contract Price’ means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- ‘Contract’ means the Contract Agreement entered into between the IMC and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- ‘GCC’ means the General Conditions of the Contract.
- ‘SCC’ means the Special Conditions of Contract.
- ‘Change in Control’ means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- ‘Control’ means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

## **2. Interpretation**

- 2.1 In the event of any inconsistency between the Form of Contract (**Section 1**), these General Conditions (**Section 2**) and the Special Conditions (**Section 3**), the Special Conditions shall prevail.
- 2.2 Except as expressly provided in **Clause 3** the Consultant is not the agent of the IMC and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the IMC in any respect.
- 2.3 Nothing in this Contract is intended to make nor shall it make the IMC the employer of the Consultant or any of the Consultant’s Personnel.
- 2.4 All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the IMC Contract Officer whose name and address are given in **Section 3**.

## **Obligations of the Consultant**

### **3. Obligations**

- 3.1 The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

### **4. Personnel**

- 4.1 All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in **Section 4** of this Contract without prior written consent of the IMC. If the IMC considers any member of the Consultant's Personnel unsuitable, the Consultant shall

substitute such member as quickly as reasonably possible without direct or indirect charge to the IMC with a replacement acceptable to the IMC. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

**5. Disclosure of Information**

5.1 The Consultant and the Consultant's Personnel shall not, without the prior written consent of the IMC, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the IMC.

**6. Handing Over the Complete Data in Electronic form**

**7. Confidentiality**

7.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract; and
- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

**8. Access and Audit**

8.1 The Consultant shall maintain accurate, complete, and systematic files and records ("Records") of all activities undertaken under this Contract. The Records shall clearly indicate, inter alia, the basis on which invoices have been prepared and payments claimed. The Consultant shall retain such Records throughout the duration of this Contract and for a period of seven (7) years following the termination or completion of the Contract, whichever is later, and shall make them available to IMC or its authorized representatives as and when required.

8.2 Where it is found by the IMC that any overpayment has been made to the Consultant, the Consultant shall reimburse the IMC such amount within 28 days of the date of the IMC's written demand.

**9. Corruption, Commission and Discounts**

9.1 The Consultant warrants and represents to the IMC that neither the Consultant nor any of the Consultant's Personnel:

9.2 has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward or bringing political pressure for influencing the action of a public official

in the bidding process or execution of any contract with grantor;

- a) has misrepresented the facts in order to influence the bidding process or in the execution of any Agreement with Granter to the detriment of the Granter, including collusive practice among Bidders (prior to or after Proposal submission) designed to deprive the Granter of the benefits of free and open competition.
- 9.3 IMC will reject the bid and/or terminate the contract at any stage, if it determines that the Consultant recommended for selection has engaged in corrupt or fraudulent practices during bidding process.

#### **10. Conflict of Interest**

- 10.1 Neither the Consultant nor any of its Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 10.2 The Consultant and its Personnel shall notify the IMC immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

#### **11. Insurance**

- 11.1 The Consultant shall maintain adequate Professional Indemnity Insurance covering errors, omissions, negligence, or breach of professional duty, for an amount not less than ₹25 Lakhs OR 3 times the annual contract value, whichever is higher, throughout the duration of the Contract.”
- 11.2 At the request of the IMC , or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

#### **12. Indemnity**

- 12.1 Except where arising from the proven negligence or default of IMC or IMC’s employees, the Consultant shall indemnify and keep indemnified IMC against all direct losses, damages, penalties, claims, and reasonable legal expenses arising out of any breach of contract, breach of statutory duty, misrepresentation, professional negligence, or tortious acts or omissions by the Consultant or its personnel, subject to the limitation of liability and professional indemnity insurance requirements set out in this Contract. .

#### **Price and Payment**

#### **13. Applicable Provisions and Consultancy Fees**

- 13.1 Unless different provisions are substituted in **Section 3, Clauses 1 to 9** inclusive shall apply in relation to price and payment.
- 13.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in the schedule of prices in Section 5 are permitted without the prior written

authority of the IMC Contract Officer.

**14. Consultancy Fees**

14.1 The Constancy fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs except those otherwise specifically provided for in this Contract.

**15. Invoicing Instructions**

15.1 Invoices should be submitted against agreed milestones or as specified at **Section 5, Schedule of Payments** in duplicate and in accordance with the remainder of **Clause 16**.

15.2 The IMC shall unless otherwise expressly provided in **Section 3** make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.

15.3 Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in **Section 3**. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

15.4 Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.

15.5 The IMC may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

15.6 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The IMC reserves the right not to pay any amount due in respect of an invoice received by the IMC more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

**16. Payments**

16.1 Subject to the IMC being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

16.2 If for any reason the IMC is dissatisfied with performance of this Contract or there has been an unreasonable delay without IMC 's approval an appropriate sum may be withheld from any payment otherwise due. In such event the IMC shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

16.3 Should the IMC determine after paying for a particular Service that the Service has not been completed satisfactorily, the IMC may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

**17. Taxes and Duties**

17.1 The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such

levies imposed within/outside India. Consultant will be paid GST over and above the Fees at the prevailing GST rates applicable.

17.2 If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the IMC shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

### **Force Majeure and Termination**

#### **18. Force Majeure**

18.1 Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced Consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the IMC in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

18.2 From the date of receipt of notice given in accordance with **Clause 19.1**, the IMC may, at its sole discretion, either suspend this Contract for up to a period of **6 months** ('the Suspension Period') or terminate this Contract forthwith.

18.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or reinstatement of the Contract, this Contract shall terminate automatically.

#### **19. Suspension or Termination without Default of the Consultant**

19.1 The IMC may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination

19.2 Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Consultant shall:

1. take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
2. provide to the IMC , not more than 30 days after the IMC notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
  - a) any costs due before the date of suspension or termination;
  - b) any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

19.3 Subject to the IMC 's approval, the IMC shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due

#### **20. Suspension or Termination with Default of the Consultant**

20.1 The IMC may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the IMC , giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to

remedy that dissatisfaction and the time within which it must be completed.

20.2 Where this Contract is suspended under Clause 21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the IMC may terminate this Contract forthwith

20.3 The IMC may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of **Clause 10** of this Contract; or
- the Consultant is an individual or a partnership and at any time:
  - becomes bankrupt; or
  - is the subject of a receiving order or administration order; or
  - makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
  - makes any conveyance or assignment for the benefit of the Consultant's creditors; or
- the Consultant is a company and:
  - an order is made or a resolution is passed for the winding up of the Consultant; or
  - a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- The Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the IMC states that it has 'no objection' to the continuation of the Contract after the Change in Control.

20.4 Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the IMC's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

## **General Provisions**

### **21. Variations**

21.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No.'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

### **22. Assignment**

22.1 The Consultant shall not, without the prior written consent of the IMC, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part,

share or interest therein.

22.2 IMC shall not do or enter into any deed either directly or through any third party other than the Consultant, for disposal of the units defined under this RFP for the duration of this contract or any extension thereof. Even if one or more units are disposed by IMC either directly or through any third party other than the Consultant, the Consultant has the sole right to claim the booking as service done by it, claim the remuneration and facilitate the booking and other subsequent processes like facilitation of Home Loan, Collection, handover of Possession etc" Provided that the Consultant is not in default and is in continued satisfactory performance of all of its obligations as per the terms of this Agreement and the RFP including the Terms of Reference

**23. Limit of Liability**

24. Except in cases of misconduct, gross negligence, willful default, dishonesty or fraud by the Consultant or its Personnel, the total liability of the Consultant under this Contract shall not exceed the Financial Limit specified in the Contract. Retention of Rights. Provided that the Consultant shall remain fully liable for any losses or penalties imposed on IMC by RERA arising from incorrect filings or non-compliance attributable to the Consultant.

24.1 Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

**25. Law and Jurisdiction**

25.1 This Contract shall be governed by the laws of Republic of India.

**26. Amicable Settlement**

26.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to the Arbitration Tribunal as per the ARBITRATION AND CONCILIATION ACT, 1996.

26.2 **The decision of the arbitrator shall be final and binding on both Parties.** The place of arbitration shall be as stated in the Special Conditions.

### **Section 3: Special Conditions**

*[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

#### **1. Officials**

##### **1.1 The Contract Officer is: [please insert details as below]**

Name:

Designation:

Communication Address:

Phone:

Email:

##### **1.2 The Project Officer is: [please insert details as below]**

Name:

Designation:

Communication Address:

Phone:

Email:

##### **1.3 The Consultant's Representative is: [please insert details as below]**

Name: Designation:

Communication Address:

Phone:

Email:

**2. Additional documents to be included in this Contract**

The following documents are included in and form part of the Contract: Annex X. Minutes of the meeting between the IMC and the Consultant dated xx 215 [If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

**3. Payment Structure**

The payment schedule is contained at Section 5 on Schedule of Payments [*Any changes should be advised to the Consultant during negotiations.*]

**4. Marking And Documentation**

i) The marking and documentation shall be: [*insert in detail the markings on the packing and all documentation required; sample below*]

Title of Consulting Services

Details of Project Officer as in 1.2 of SCC Standard

International Norms for Marking

**5. Arbitration/Dispute Resolution**

The place of arbitration/Dispute Resolution shall be Indore.

## **Section 4: Terms of Reference**

### **Terms of Reference as per the Annexure D**

## **Section 5: Schedule of Payment**

**Schedule of payment as per the Annexure D**

## Section 6: Performance Guarantee

### FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

- i. In consideration of the INDORE MUNICIPAL CORPORATION (hereinafter called "IMC") having agreed to exempt - \_\_\_\_\_ (hereinafter called "the said AGENCY") from the demand, under the terms and conditions of an Agreement, dated \_\_\_\_\_ made between IMC and \_\_\_\_\_ for Executing **Appointment of Chartered Accountant / Chartered Accountancy Firm for RERA Registration / Renewal of Real Estate Projects, Quarterly Compliance, and Other Ancillary Activities for PMAY Projects Implemented by Indore Municipal Corporation** (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said AGENCY of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)
- ii. We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (AGENCY) do hereby undertake to pay to the INDORE MUNICIPAL CORPORATION an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the INDORE MUNICIPAL CORPORATION by reason of any breach by the said AGENCY of any of the terms or conditions contained in the said Agreement.
- iii. 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 INDORE MUNICIPAL CORPORATION stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the INDORE MUNICIPAL CORPORATION by reason of breach by the said AGENCY of any of the terms or conditions contained in the said Agreement or by reason of the AGENCY 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.
- iv. We undertake to pay to the INDORE MUNICIPAL CORPORATION any money so demanded notwithstanding any dispute or disputes raised by the AGENCY in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- v. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the AGENCY shall have no claim against us for making such payment.
- vi. 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 taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the INDORE MUNICIPAL CORPORATION under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or INDORE MUNICIPAL CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said AGENCY and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
- vii. We, (indicate the name of bank) further agree with the INDORE MUNICIPAL CORPORATION that the INDORE MUNICIPAL CORPORATION 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 AGENCY from time to time or to postpone for any time or from time to time any of the powers exercisable by the INDORE MUNICIPAL CORPORATION against the AGENCY and to

for bear 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 AGENCY or for any forbearance, act or commission on the part of the INDORE MUNICIPAL CORPORATION or any indulgence by the INDORE MUNICIPAL CORPORATION to the said AGENCY or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- viii. This guarantee will not be discharged due to the change in the constitution of the Bank or the AGENCY.
- ix. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the INDORE MUNICIPAL CORPORATION in writing.
- x. This guarantee shall be valid for a period of 03 Years with effect from (date of LOA).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2026

For \_\_\_\_\_

\_\_\_\_\_  
(Indicate the name of Bank)